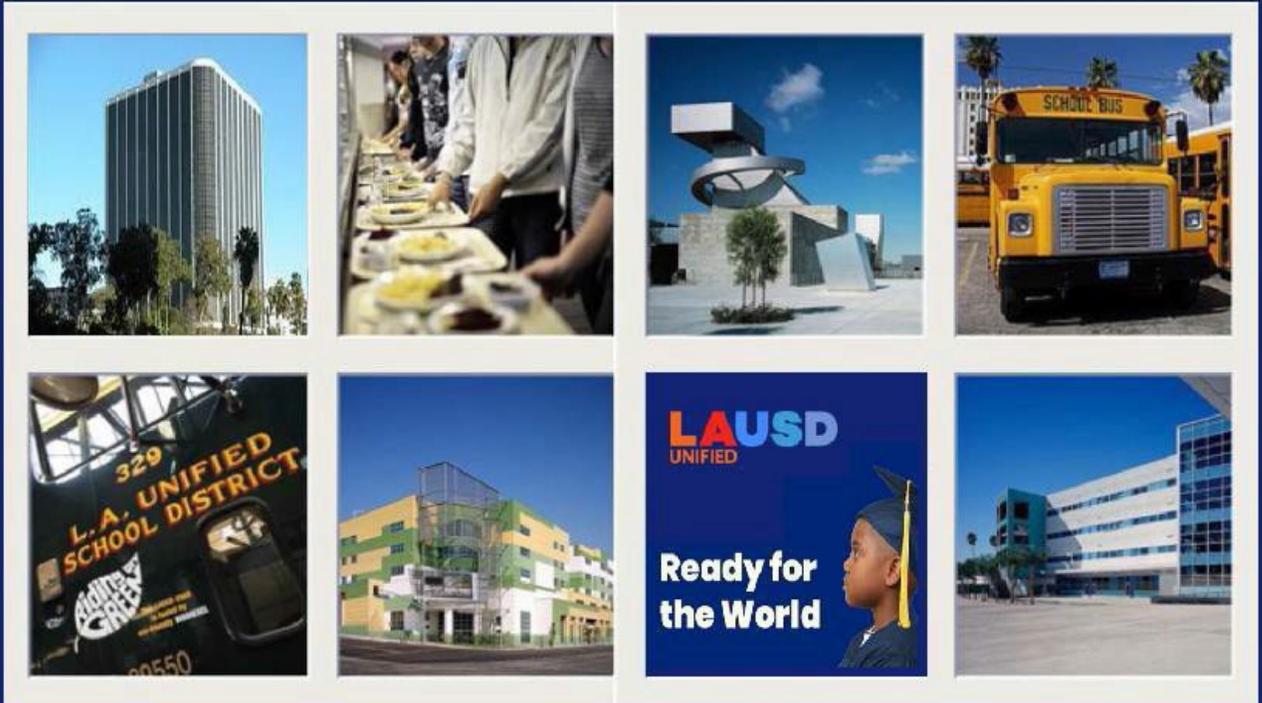




LOS ANGELES UNIFIED SCHOOL DISTRICT

Request for Proposal (RFP) No.: 2000003345



STEM/STEAM ENRICHMENT AND SUPPLEMENTAL PROGRAMS

ISSUED DATE: SEPTEMBER 9, 2024

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Instruction



CHRISTOPHER MOUNT
Interim Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

MATTHEW FRIEDMAN
Interim Chief Procurement Officer

REQUEST FOR PROPOSAL LETTER

DATE: SEPTEMBER 9, 2024

ATTENTION: PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 2000003345, STEM/STEAM ENRICHMENT AND SUPPLEMENTAL PROGRAMS

The Los Angeles Unified School District (District or LAUSD) seeks comprehensive proposals from qualified firms to provide **STEM/STEAM Enrichment and Supplemental Programs** as outlined in the Statement of Work (SOW).

The District intends to enter into a bench of Master Services agreements. Interested proposers may submit separate proposals for up to two (2) categories of services below.

- **Category I – STEM/STEAM Enrichment (after school, virtual and/or in-person)**
- **Category II – STEM/STEAM Supplemental Instruction (during and after the instructional day, winter, spring, and summer breaks, virtual and/or in-person)**

A "bench" is defined as a roster of qualified firms to provide the same services. Zero dollar value Master Services agreements are established for each firm on the Bench.

Due to the dynamic nature of each school's requirements, the District cannot predict the number of projects and/or firms that will be needed throughout the term of the contract. Therefore, the District makes no guarantees, either stated or implied, about the demand for resources. Interested firms should submit a proposal to furnish all the labor, materials, and other related item required for the performance of contracts resulting from this procurement.

The term of the contract or contracts will be two years with three (3) one-year renewal options. The District reserves the right to make multiple contract awards. Funding is contingent on fiscal year availability.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be emailed to the undersigned by no later than **11:00 a.m. on October 9, 2024**. Proposals received later than the above date and time may be rejected. It is the proposer's responsibility to verify the emailed proposal was received prior to the proposal due date and time.

Due to the District's email system limits, proposers are cautioned to keep a 20 MB email size limit. PDF size can be reduced by using products such as Adobe Acrobat DC. All required signatures shall be included in the PDF.

Interested proposers are directed to submit proposals to:

Los Angeles Unified School District
Procurement Services Division
Attention: Jeri Reed, Contract Administrative Analyst
Email: jeri.reed@lausd.net

Proposers must submit a separate email to the Contract Administrator to confirm receipt of proposals. The only acceptable evidence to establish the time of receipt is a confirmation email from the Contract Administrator identified in this Request for Proposal Letter.

Proposers shall clearly label their files as follows:

- Volume I – Technical Proposal
- Volume II – Certification Forms
- Volume III – Price Proposal

GROUND RULES AND ASSUMPTIONS

The ground rules and assumptions for this procurement, incorporated herein are as follows:

1. CONTRACT TYPE – The contract type will be Firm Fixed Price.
2. PERIOD OF PERFORMANCE – The period of performance shall be for a term of two (2) years plus three (3) one-year renewal options.
3. NO OBLIGATION TO ENTER INTO CONTRACT – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. MODIFICATIONS – The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposer **shall not** propose redlines or exceptions to the District's contract terms and conditions.

5. ALTERNATE PROPOSALS – In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers may also submit alternate proposals to this RFP as complete “separate” offers if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.
6. PRE-AWARD AUDIT - All proposers doing business with the District are subject to pre-award audits. The District’s Procurement Services Division may request that the Office of the Inspector General (OIG) perform pre-award audits on any contract to be awarded as a result of this RFP.
7. COSTS OF PROPOSING – Any and all costs arising from this RFP process incurred by the proposer shall be borne by the proposer, without reimbursement by the District.
8. EXPENSES – Not allowed.
9. **COMMUNICATIONS WITH THE DISTRICT – All communications with the District regarding this procurement shall be governed by the District’s Contractor/Consultant Code of Conduct as referenced herein as Attachment B.**
10. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a “Cone of Silence.” Except for questions submitted prior to the proposal due date and inquiries made to the District’s Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Administrator identified in the Request for Proposal Letter. At no time PRIOR to the District’s public posting of the Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.
11. SBE COMPLIANCE – Proposers should use their best efforts to comply with the District’s Small Business Enterprises (SBE) Utilization Program’s 25% goal. Proposers are required to submit the SBE Utilization Report. See Section II Submittal Forms – B3 Small Business Enterprise (SBE) Program to this RFP for additional information regarding the District’s SBE Utilization Program.
12. Disabled Veteran Business Enterprise (DVBE) compliance – Proposers should use their best efforts to comply with the District’s DVBE Utilization Program’s 5% goal. Proposers are required to submit the DVBE Utilization Report that is in Section II-B4. See Attachment Section II-B4 to this RFP for additional information regarding the District’s DVBE Utilization Program.

13. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) – Proposers should complete the MBE Utilization Report and WBE Utilization Report. These are for informational purposes only and are not given evaluation points. See Sections II-B5 and II- B6.
14. Work-Based Learning Partnerships (WBLP) Plan – A WBLP will be an RFP submittal and contract requirement. “Work-based learning partnerships are opportunities for District secondary school students to receive practical education relating to real-life work experience. They are part of the District’s Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors’ businesses. Vendors can find more information regarding the District’s Linked Learning initiative here: <https://achieve.lausd.net/LinkedLearningVendors> .
15. The District reserves the right to award a contract to one or more (or none) of the proposers.
16. Proposer shall acknowledge acceptance of all the District’s contract terms and conditions (Exhibit A) and insurance requirements (Exhibit B). Firms **shall not** propose redlines or exceptions to the District’s contract terms and conditions, the RFP’s Instructions to Proposers (IPs), the District Contractor Code of Conduct, or SBE.

KEY EVENTS SCHEDULE

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

MILESTONE	DATE
RFP Release	September 9, 2024
Pre-Proposal Conference	September 19, 2024 11:00AM Pacific
Deadline for Final Written Questions	September 23, 2024 by close of business
Proposal Due Date	October 9, 2024 by 11:00AM Pacific
Board of Education Approval Date	January 14, 2025 Board Meeting (tentative)
Estimated Contract Start Date	February 2025 (tentative)

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held via Zoom on **September 19, 2024 at 11:00A.M.** (Pacific Time). All proposers are urged to attend, but attendance is not mandatory.

Please RSVP by September 18, 2024 by 12:00PM to jeri.reed@lausd.net, including the names and titles of attendees. The Zoom link will be forwarded upon receipt of RSVP.

PROPOSER QUESTIONS

Final questions regarding this Procurement must be received by the **close of business on September 23, 2024**. Questions shall be in writing and submitted online through the District's Vendor Website at http://psd.lausd.net/procurement_solicitations_achieve.asp. If the proposer has **more than five (5) questions**, the proposer shall submit the questions in **Word file** document as an attachment and **e-mail** to the attention of the Contract Administrator at jeri.reed@lausd.net. Verbal inquiries will not be accepted.

Los Angeles Unified School District

Jeri Reed

Jeri Reed
Contract Administration Analyst
Los Angeles Unified School
District

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345
STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS

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Download the following from the RFP website:

G: Price Proposal Excel Spreadsheet

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345
STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS

SECTION I – STATEMENT OF WORK

1.0 SCOPE

This Statement of Work (SOW) defines the Los Angeles Unified School District's (LAUSD) requirements for standards-based STEM/STEAM enrichment and supplemental program(s).

The support provided under this contract will include a system for monitoring growth and impact on student learning, utilizing from student working formative assessments, and summative assessments. Students should demonstrate an increase of 5% in NGSS Standards based on a Pre and Post assessment developed by the vendor.

STEM/STEAM enrichment and supplemental programs as outlined below. Eligible proposers may submit a proposal for one or more categories. See Proposal Requirements for instructions.

- Category I - STEM/STEAM Enrichment (after school, virtual and/or in-person)
- Category II - STEM/STEAM Supplemental Instruction (during and after the instructional day, winter, spring, and summer breaks, virtual and/or in-person)

2.0 STATEMENT OF WORK

A. All enrichment and supplemental programs shall be developed with the following information in mind:

- UNIVERSAL DESIGN:** Enrichment activities and/or supplemental instruction should be designed so that they function as intended for as many students as possible.
- ACCESSIBILITY:** Enrichment activities and/or supplemental instruction are presented with additional information or in alternative ways, in order to meet the specific needs of some students.
- SENSITIVITY:** Content contained in the enrichment activities and/or supplemental instruction should not be distracting or upsetting for some students.
- CULTURAL AND LINGUISTIC RESPONSIVENESS:** Enrichment activities and/or supplemental instruction must consider the cultural and linguistic diversity of the students in Los Angeles and should contain culturally and linguistically responsive items.
- DEVICE AGNOSTIC:** Enrichment activities and/or supplemental instruction should work with various systems without requiring any particular adaptations.
- NEXT GENERATION SCIENCE STANDARDS (NGSS):** Science and engineering set the context for STEM/STEAM education. Enrichment activities and/or supplemental materials shall align to the NGSS standards.

- vii. COMMON CORE ELA AND MATH STANDARDS: ELA and math are the tools to access and develop innovative STEM/STEAM solutions to real world problems. Enrichment activities and/or supplemental instruction should incorporate these tools.
- viii. INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION (ISTE): ISTE Standards provide a framework for learning in-depth, digital age skills and attributes with learning that is amplified through technology. Enrichment activities and/or supplemental instruction shall align to ISTE standards.

B. Proposers who submit a proposal for an online platform or utilizing educational software must receive an approved LAUSD Unified Digital Instructional Procurement Plan (UDIPP) prior to contract execution. Proposer will not be authorized to provide any services unless the proposer's LAUSD UDIPP application has been approved, therefore Proposers are advised to begin the UDIPP process as soon as possible. The latest version of LAUSD UDIPP requirements must be met along with updated requirements released. The proposer shall monitor UDIPP approval expiration and complete renewal applications in a timely manner.

Determination as to whether a proposer meets those minimum qualifications will be based on their responses to the Unified Digital Instructional Procurement Plan Questionnaire, which can be found at <https://udipp.lausd.net>.

C. DELIVERY AND INTERACTION

Proposals for supplemental instruction and enrichment should identify interactive lessons/activities, interactive videos and gamification. Features such as drag and drop, recording, inputting responses, etc. should be developmentally appropriate for age and grade of students, as well as content areas being supported. Interactive teacher tools will allow teachers to create assignments, modify pre-made lessons/activities, and create new lessons/activities as applicable. The platform should include Artificial Intelligence (AI) features.

"Open generative AI" refers to AI technologies that are open-source, publicly accessible, or available under open licenses, and can create new content such as text, images, audio, or other data based on input data and parameters.

"Closed generative AI" refers to proprietary AI technologies that are owned, controlled, and restricted by the Contractor, and are not publicly accessible or available under open licenses, which can create new content such as text, images, audio, or other data based on input data and parameters.

Contractor shall provide affirmative written notice to the District prior to the initial use of any open or closed generative AI technologies in the course of providing services under this Agreement. Such notice shall include, but not be limited to, a detailed description of the specific AI technologies to be used, whether they are open or closed, the scope and nature of their application, and any potential impacts or changes to the services provided.

The District reserves the right to review and approve the use of such technologies, and Contractor shall not proceed with the use of generative AI until written approval is obtained from the District. Failure to comply with this notice requirement may result in termination of this Agreement and other remedies as provided herein.

For supplemental instruction, the platform should provide teachers with the ability to include formative assessment in lessons, such as quizzes, polls, etc. as well as provide the ability to monitor assessment completion and results in real time. The platform should provide grade sync capabilities to automatically score and sync with the District's Learning Management System (LMS), currently Schoology, but subject to change. The platform should provide teachers with insights on using the formative assessment and dynamic media features to inform instructional next steps and student outcomes. Within the platform interactive, lessons can be teacher-led and educators should also be able to assign them for students to complete independently as needed.

The STEM/STEAM enrichment and supplemental instruction programs should clearly address the integration of at least one of following subject matters:

- a. Aerospace
- b. Arts
- c. Artificial Intelligence (AI)
- d. Astronomy
- e. Augmented Reality (AR)
- f. Biology
- g. Chemistry
- h. Climate Change/Literacy
- i. Computer Science
- j. Earth and space science
- k. Engineering
- l. Entrepreneurship with Emphasis on STEM/STEAM related topics
- m. Environmental Education
- n. E-Sports
- o. Local Ecosystems
- p. Marine Science
- q. Mathematics
- r. Multimedia
- s. Physics
- t. Robotics
- u. Science-Art Integration
- v. STEAM Camps
- w. Virtual Reality (VR)

Eligible proposers may submit a proposal for one or more of the above categories.

CATEGORY I - STEM/STEAM ENRICHMENT

- A. Proposer may serve as a contractor for another organization or individually and will provide grade-level appropriate standards-based STEM/STEAM Enrichment

program(s), featuring:

- a. synchronous live-streaming of educators
- b. active and integrated hands-on experiences
- c. provide materials needed for activities
- d. engineering design process
- e. interactive simulations
- f. virtual “field trips”
- g. opportunities for students to problem-solve in a real-world context

B. The proposer must provide programs that are standards based, age and grade level appropriate, and inquiry driven. Students should have an opportunity to think, explore, process, and solve problems. Programs asking student to merely recite remember information will not be approved. The proposer will provide a sample lesson (supplemental instruction) or activity (enrichment) in the proposal for District review.

C. Structure of Enrichment Program-In Person

- a. Held on campus in a designated classroom, Monday through Friday for one hour after school or as winter, spring, and/or summer enrichment program. While the program is scheduled for 3:30 p.m. to 4:30 p.m., adjustments may be made upon the release of the final schedule of the winter, spring and summer program.
- b. Program duration is up to 10 weeks, depending on grade level.
- c. Grade spans UTK-2, 3-5, 6-8, and 9-12. Enrichment activities should be developmentally appropriate for age and grade of students.
- d. Maximum enrichment program size will be up to and no more than 35 students.
- e. If teacher involvement is required to support the facilitation of the virtual enrichment program, the proposer will provide professional development on the program and teacher involvement at no additional cost to the District.

D. Structure of Enrichment Program-Virtual

- a. Held via a District-approved video conferencing tool, Monday through Thursday for one hour after school or as winter, spring, and/or summer enrichment program. While the program is scheduled for 3:30 p.m. to 4:30 p.m., adjustments may be made upon the release of the final schedule of the winter, spring and summer program.
- b. Program duration is up to 10 weeks, depending on grade level.
- c. Grade spans K-2, 3-5, 6-8, and 9-12. Enrichment activities and program features should be developmentally appropriate for age and grade of students.
 - i. For students in grades 9-12, the sessions may provide a speaker at least once per the duration of the course who supports the teacher-led class in the appropriate content class.
 - ii. Maximum enrichment program size will be up to and no more than 30 students.
- d. If teacher involvement is required to support the facilitation of the virtual enrichment program, the proposer will provide professional development on the program and teacher involvement at no additional cost to the District.

- e. All enrichment activities will be hosted on the District’s Learning Management System with a variety of reporting structures to analyze, aligned with all LAUSD security protocols. If the proposer plans to host enrichment activities on a separate platform, the platform must receive LAUSD UDIPP approval prior to contract execution.

CATEGORY II - STEM/STEAM SUPPLEMENTAL INSTRUCTION

- A. Proposer may serve as a contractor for another organization or individually and will provide grade-level appropriate standards-based STEM/STEAM supplemental instruction, featuring:
 - a. alignment with course content standards
 - b. active and integrated hands-on experiences
 - c. provide materials needed for lessons and activities
 - d. engineering design process
 - e. interactive simulations
 - f. virtual “field trips”
 - g. opportunities for students to problem-solve in a real-world context

- B. The proposer must provide age and grade level appropriate supplemental instruction that is inquiry driven. Students should have an opportunity to think, explore, process, and solve problems. Supplemental instruction asking students to merely recite or remember information will not be approved. The proposer will provide a sample lesson and activity in the proposal for District review.

- C. If teacher involvement is required to support the facilitation of the virtual enrichment program, the proposer will provide professional development on the program and teacher involvement at no additional cost to the District.

- D. Supplemental instruction shall not substitute for nor replace the District curriculum. Supplemental instruction may be provided for:
 - a. Complete coverage of a subject or subjects included in a given course
 - b. Meeting the various learning ability levels for pupils in a given age group or grade level
 - c. Meeting the diverse educational needs of pupils with language disabilities in a given age group or grade level
 - d. Meeting the diversity education needs of pupils reflective of a condition or cultural pluralism
 - e. To use current and relevant technology that further engages interactive learning in the classroom and beyond.

- E. The proposer shall use District’s Learning Management System for student access to the lessons and tasks. All lessons and tasks will be hosted on the same platform, with a variety of reporting structures to analyze and inform instruction, aligned with all security protocols. If materials for the program are housed in a different platform, the platform must receive LAUSD UDIPP approval prior to contract execution.

FEATURES ACROSS ALL CATEGORIES

- A. Vendor Certification of Criminal Background and Tuberculosis Clearance
- a. The proposer will provide evidence that it has completed criminal background check requirements of California Education Code section 45125.1 and 45125.2 and has determined that none of its employees that may come into contact with LAUSD 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). Proposer will also certify that it requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students. See Exhibit A – District Terms and Conditions, Section 24 – Fingerprinting.
 - b. The proposer will provide evidence that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with a certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees. See Exhibit A – District Terms and Conditions, Section 25 – Tuberculosis Clearance.
- B. Data Collection: If a proposer is collecting student data, the proposer must obtain an approved Data Use Agreement (Exhibit F). Analysis of any data shall be shared with the STEM/STEAM Coordinators. The Data Use Agreement must be approved prior to the award of contract.
- C. Teacher/Administrator Professional Development Support: If teacher involvement is required to support the facilitation of the virtual enrichment program, the proposer will provide professional development on the program and teacher involvement at no additional cost to the District. The professional development support shall include:
- a. Teachers and administrators shall be provided with on-line training which will provide an overview of the lesson and tasks, platform navigation, data reports, and leveraging instructional support resources. Also provide relevant alignments to standards and adopted curricula.
 - b. Online professional development videos and webinars shall be made available for teachers that address the basic operations of the platform, lessons, tasks, and leveraging instructional support resources.
 - c. Proposer shall provide recordings of the online professional development sessions.
 - d. Proposer shall provide both formative and summative assessments to support students' learning and growth in the content standards being addressed, that can be added to the LMS platform. In addition, the proposer shall provide data analysis protocols to support student learning based on both assessment and observation data.

- e. Online resources for families and students that describe the lessons, task, and platform available in English and Spanish
- f. Proposer shall work with the District to customize professional development sessions to ensure they address needs of teachers, administrators, students and families as well as ensure effective implementation of the enrichment program
- g. Proposer shall provide technical support for teacher-led activities.

D. Evaluation of the supplemental instruction and/or enrichment programs:

- a. Firm will collect pre and post survey responses, review relevant learning assessments, and summarize outcomes with a data-driven quarterly report to (name of sponsor). The report will clearly convey measurable impact and contain recommended next steps or modifications for continuous quality improvement.
- b. Firm will develop and use learning assessment such as pre and post surveys to collect participant response data informing knowledge and skills gained during activities. Firm must submit and receive approval of any assessments and/or surveys from the District's Committee for External Research Review office (CERR), prior to implementation. Submit proposals to cerr@lausd.onmicrosoft.com.
- c. Firm shall prepare monthly and annual impact reports with usage and achievement data by school, region and district. The reports shall be submitted to the District and reviewed during regular implementation meetings.

3.0 TECHNICAL SUPPORT

Contractor shall provide a help desk or customer support for LAUSD schools and staff Monday through Friday from 8:00 am to 5:00 pm Pacific Standard Time. The help desk or customer support shall offer a phone number, online chat, or chat rooms for support.

END OF STATEMENT OF WORK

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345

**STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS**

SECTION I – EVALUATION CRITERIA

1.0 EVALUATION OF PROPOSALS

Any contracts resulting from this RFP will be awarded to those responsible and responsive Contractors whose proposals are the most advantageous in terms of meeting the technical requirements as defined in the Statement of Work considering the Evaluation Criteria stated herein.

Proposals will be evaluated in the following order:

1. Phase I Minimum Qualifications: The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and the minimum qualifications requirements as defined herein and notify all disqualified Proposers. Proposals that are deficient in meeting the RFP administrative requirements and/or the minimum qualifications will be deemed non-responsive to the RFP and granted no further consideration.
2. Phase II Evaluation: Proposals that meet Phase I Minimum Qualifications requirements will be evaluated based on the Phase II Evaluation criteria herein. The District’s Source Selection Committee (SSC) for this procurement will determine which proposing firms fall within a competitive range of scores. Proposers with the highest rated written submissions may be invited to give a Demonstration with the District regarding proposed services as an additional step in the Phase II process. Evaluation of the Demonstration will be incorporated into this Phase II Evaluation process.

2.0 PHASE I MINIMUM QUALIFICATIONS

In order to be found sufficiently qualified to propose in response to this RFP, a firm must show that it meets all of the following Minimum Qualifications Requirements at the time of submitting a proposal:

	MINIMUM QUALIFICATIONS REQUIREMENT	WHAT WE’RE LOOKING FOR	BASIS ON WHICH EVALUATION WILL BE MADE [WHAT PROPOSER IS TO SUBMIT]
A.	Qualifications and Experience of Firm	Proposer has a minimum of two (2) year of experience managing a similar program within an urban public school district.	<ul style="list-style-type: none">● Proposer’s Statement of Qualifications

B.	Qualifications and Experience of Personnel	Proposer’s representative instructional staff are United States Citizens or Permanent Residents with appropriate work visa, is at least 18 years old and possesses a high school diploma or equivalent, and has a minimum of (1) year experience delivering similar services to students TK-12.	<ul style="list-style-type: none"> Proposer’s Statement of Qualifications Resumes
C.	Language Diversity	The proposer must have the ability to offer services in English and Spanish.	<ul style="list-style-type: none"> Addressed in Cover Letter Resumes
D.	Data Sharing Compliance	The proposer seeking access to student data must demonstrate the ability to comply with all data security agreements put in place by the Los Angeles Unified School District.	<ul style="list-style-type: none"> Addressed in Cover Letter Certification that Proposer will comply with the District’s Data Use Agreement (DUA) Exhibit F
E.	Ability to Obtain Insurance	The proposer must comply with the RFP Insurance Requirements in Exhibit B	<ul style="list-style-type: none"> Provide Certificate of Insurance meeting the insurance requirements set forth in Exhibit B; or Provide a statement from firm’s insurance broker confirming firm can and will meet the insurance requirements prior to contract award.

3.0 PHASE II EVALUATION CRITERIA

Proposals shall be evaluated on the following criteria, weighted as indicated:

EVALUATION CRITERIA	MAXIMUM
1. Qualifications and Experience of Firm	20
2. Qualifications and Experience of Personnel	20
3. Program Elements	25
4. Price	25
5. Small Business Enterprise (SBE) Participation	5
6. Work-Based Learning Partnership (WBLP) Plan	5
TOTAL POINTS	100

A. Qualifications and Experience of Firm (20 points max.)

The proposer’s qualifications and experience shall be evaluated according to the following sub criteria listed below. Sub criteria are of equal importance.

- Does the proposer have the qualifications and experience to provide the required services as delineated in the Statement of Work?
- Does the proposer have the performance record in providing the required services?
- Discuss the extent to which the proposer has experience providing required services to diverse groups of students. (i.e. grade span, diverse student populations, special needs, etc.)
- Disclose the areas in which the proposer has the ability and capacity to perform the required services throughout the district.

B. Qualifications and Experience of Personnel (20 points max.)

The proposer's personnel's qualifications and experience shall be evaluated according to the following sub criteria listed below. Sub criteria are of equal importance.

1. Does the Program Lead have extensive experience implementing similar programs?
2. To what extent will staff members be trained to provide the goals of the program?
3. Discuss the instructional/educational qualifications of staff that will be delivering and managing the required virtual services (i.e. years of experience working with children in an virtual/ distance learning environment, credentials, hours of training, certifications, etc.)
4. Discuss proposer's ability to provide a diverse workforce.

C. Program Elements (25 points max.)

The proposer's Program Elements shall be evaluated according to the following sub criteria listed below. Sub criteria are of equal importance.

1. Does the proposer have a detailed plan to perform the required services?
2. Does the proposer provide supplemental physical activities program for grades TK through Grade 12? How inclusive is the program to include all students, skill levels, and abilities?
3. Discuss to what extent the proposer partners with other agencies/organizations to deliver high-quality STEM/STEAM education in a virtual setting.
4. Does the program provide access to multiple virtual STEM/STEAM curricula and instruction for students? (i.e. marine science, biology, climate change, robotics, aviation/aerospace, ecosystems, computer science, etc.)
5. Does the Contractor provide a detailed description of the specific AI technologies to be used, whether they are open or closed, the scope and nature of their application, and any potential impacts or changes to the services provided?

D. Price (25 points max.)

Proposer's price proposal shall be evaluated based upon overall best value to the District. Overall best value shall consider the proportion to which the proposed program meets or exceeds the Statement of Work, and in consideration of overall price reasonableness.

E. Small Business Enterprise (SBE) Participation (5 points max.)

SBE participation will be evaluated for the extent to which SBE Utilization Report (**Section II- B3**) is completed and the proposer completing SBE certification in LAUSD's online system. The District will certify in its SAP system any entity that demonstrates that it has already been SBE-certified by one of the Reciprocal SBE Agencies. Firms certified as an SBE by the District or by one of the

agencies identified in **Section II-B3** shall receive maximum points. Points will be given proportionately based on the percentage of work that will be subcontracted to SBEs.

Points allocated to a proposal for SBE-utilization will be in proportion to the percentage of SBE-utilization claimed. For example, a proposer that proposes 25 percent SBE participation will get 25 percent of the five (5) possible points (i.e. $5 \times 0.25 = 1.25$) and a certified SBE with 100 percent participation would get the full five (5) points.

F. Work Based Learning Partnership (WBLP) Plan (5 points maximum)

The higher-rated opportunities will benefit a larger number of students, cover a longer period of time, and do more of the following (listed in descending order of value):

1. If an internship, be a paid internship (at least minimum hourly wage and transportation assistance),
2. Lead to a credential or certificate in the industry (e.g., MS-certified, Apple-certified, phlebotomist, pharmaceutical technician, etc.).
3. Provide substantive on-the-job training tied to the industry (i.e., work on a project that benefits the organization and teaches the student valuable workplace skills, not just answering phones or emptying garbage), and/or
4. Assist with school-based activities (e.g., project-assessments, job-shadowing, mentoring, workplace tours, etc.).

Proposers can receive credit for already-established programs that District students can access.

4.0 BASIS FOR CONTRACT AWARD

Any Contract(s) resulting from this RFP will be awarded to the highest scored responsible organization(s) whose proposal meets the requirements of the RFP. Award will be based on the most qualified proposer(s). The number of organizations selected will depend on their comparative qualifications as determined by consensus of the Source Selection Committee (SSC). The District reserves the right to select as many or as few firms as it determines in the best interest of the District.

The District reserves the right to reject a proposal (from a firm and/or consultant) if there is a failure of the proposer to satisfy any of the final requirements necessary to do business with the District as set forth herein (Examples—Failure to execute the Zero Dollar-based Contract as presented, provide proof of insurance, complete the District’s UDIPP process for technology products).

END OF EVALUATION CRITERIA

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345
STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS

SECTION I

PROPOSAL SUBMITTAL REQUIREMENTS

1.0 GENERAL FORMAT OF PROPOSAL AND SUBMITTAL INSTRUCTIONS

Interested Proposers are directed to submit via email:

- One (1) pdf of the Volume I – Technical Proposal
- One (1) pdf of the Volume II – Certification Forms
- One (1) pdf of the Volume III – Price Proposal
- Emailed submissions must not exceed 20 MB, to allow handling by the LAUSD email system. File size can be reduced by using products such as Adobe Acrobat DC.

2.0 PROPOSAL CONTENT

The Proposal shall have the following components and shall be laid out in the format exactly shown here:

VOLUME I – TECHNICAL PROPOSAL

1. **Table of Contents** of the material presented in your response showing the applicable page numbers.
2. A **Cover Letter** identifying the Proposer. The cover letter is not to exceed ten (10) single pages and must be signed by an authorized representative of the proposing firm. Identify the names, address, affiliation, e-mail address, and telephone number of the Proposer’s representative who is to be the District’s key contact in connection with this RFP. The summary shall cover the following:
 - a. Briefly summarize your understanding of the requested services.
 - b. Discuss the organization’s specific role and relevant qualifications for performing that role.
 - c. Indicate SPECIFIC compliance to the requirements listed in the minimum qualification requirements **Section 2.0**. All submittals must clearly demonstrate compliance with each of the requirements below.
 1. Qualifications and Experience of Firm
 2. Qualifications and Experience of Personnel

3. Language Diversity
 4. Data Sharing Compliance
 5. Ability to Obtain Insurance
-
- d. Proposer shall acknowledge acceptance of all the District's contract terms and conditions (Exhibit A) and insurance requirements (Exhibit B). Firms **shall not** propose redlines or exceptions to the District's contract terms and conditions, the RFP's Instructions to Proposers (IPs), the District Contractor Code of Conduct, or SBE.
 - e. Proposer shall address any problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.
 - f. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) must include a complete disclosure of any civil litigation, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Failure by a proposer to respond to this paragraph may deem the proposal non-responsive.

3. QUALIFICATIONS AND EXPERIENCE OF FIRM

The Proposer shall submit a qualification statement addressing the Statement of Work and Evaluation Criteria.

4. QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

The Proposer shall submit a qualification statement addressing the Statement of Work and Evaluation Criteria.

5. PROGRAM ELEMENTS

The Proposer shall submit a statement addressing the Program Elements addressing the Statement of Work and Evaluation Criteria.

6. WORK BASED LEARNING PARTNERSHIP (WBLP) PLAN

Description of Purpose of WBLP:

Work based learning partnerships are opportunities for District secondary school students to receive practical education relating to real-life work experience. They are part of the District's Linked Learning initiative, which recognizes the benefits to students, vendors and our

communities of helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors' businesses. Vendors can find more information regarding the District's Linked Learning initiative here: <https://achieve.lausd.net/LinkedLearningVendors>.”

Items to include in WBLP Plan:

- Nature of WBLP,
- Frequency,
- Location (District-provided, Contractor-provided, virtual),
- For each WBLP occurrence or event:
 - Duration commitment
 - Number of participants permissible,
 - Number of proposer staff actively involved,
 - Prerequisites for eligible participants, if any
- Opportunity for participant compensation (e.g., scholarships, prizes, transportation costs or other expenses, salary), and
- Discussion of how the WBLP Plan addresses the evaluation criteria

VOLUME II – CERTIFICATIONS/SUBMITTAL FORMS

1. Proposer's Letter/Certification of Acceptance – Section II-B1
2. Compliance with LAUSD Ethics and Integrity Standards – Section II- B2
3. Small Business Enterprise (SBE) Utilization Report – Section II-B3
4. Disabled Veteran Business Enterprise (DVBE) Program – Section II-B4
5. Minority Business Enterprise (MBE) Program - Section II-B5
6. Women Business Enterprise (WBE) Program – Section II-B6
7. Public Records Act – Section II-B7

VOLUME III – PRICE PROPOSAL

Download the Price Proposal Spreadsheet (Exhibit G) - (http://psd.lausd.net/procurement_solicitations_achieve.asp) and submit as part of Volume III. Proposer shall submit fees to perform all services as specified in the Statement of Work.

1. Fees should be fully-burdened, including all general and administrative costs.
2. Proposer may modify the form as necessary to show all products and services that are offered and are applicable to this RFP.
3. Incomplete price proposals may deem the proposal non-responsive.

END OF PROPOSAL SUBMITTAL REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345
STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS

SECTION I - INSTRUCTIONS TO PROPOSERS

<u>INST. NO.</u>	<u>DESCRIPTION</u>
IP-1	EXAMINATION OF RFP DOCUMENTS
IP-2	INTERPRETATION OF RFP DOCUMENTS
IP-3	PREPARATION OF PROPOSAL
IP-4	MODIFICATIONS AND ALTERNATIVE PROPOSALS
IP-5	PRE-PROPOSAL CONFERENCE
IP-6	ADDENDA
IP-7	SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE
IP-8	WITHDRAWAL OF PROPOSALS
IP-9	INSURANCE REQUIREMENTS/EVIDENCE
IP-10	SUBMISSION OF PROPOSAL
IP-11	PROPOSAL EVALUATION PROCESS
IP-12	DEBRIEFING
IP-13	PUBLIC RECORDS ACT
IP-14	DISTRICT RIGHT
IP-15	DISTRICT OWNERSHIP OF PRODUCTS
IP-16	COMMUNICATION WITH THE DISTRICT
IP-17	DISQUALIFICATION OF PROPOSERS
IP-18	EXECUTION OF CONTRACT
IP-19	FINGERPRINTING
IP-20	FILING OF PROTESTS
IP-21	SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM
IP-22	LAUSD'S ETHICS STANDARDS
IP-23	MANDATORY LOBBYING DISCLOSURE
IP-24	PRE-AWARD AUDITS

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION I – (Continued) INSTRUCTIONS TO PROPOSERS

To be considered by the District for a contract award, proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

IP-1 EXAMINATION OF RFP DOCUMENTS

The proposer shall be solely responsible for examining the enclosed RFP Documents, including any addenda issued during the Proposal period and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the services in the event the proposer is selected. No relief for error or omission will be given.

IP-2 INTERPRETATION OF RFP DOCUMENTS

Prospective proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via to the District's Vendor Registration website (<http://psd.lausd.net/procurementOpportunities.asp>). The District's responses to requests for interpretation or clarification which require a change in the Statement of Work or in the RFP requirements will be made in writing via RFP addendum.

The proposer must acknowledge receipt of any and all addenda in the proposer's Proposal Letter. The District shall not be bound by, and the proposer shall not rely on, any oral interpretation or clarification of this RFP document.

IP-3 PREPARATION OF PROPOSAL

Each proposal must be formatted in accordance with the requirements specified in Proposal Submittal Requirements. Accordingly, each proposal must include the Proposal Letter/Certificate of Acceptance provided with the RFP documents. The Proposal Letter/Certificate of Acceptance and any other certifications or forms that require a signature for the proposer shall be executed by an authorized signatory as described in IP-7, the instructions entitled "SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE." All Proposals shall be prepared by and at the expense of the proposer.

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposer **shall not** propose redlines or exceptions to the District's contract terms and conditions.

In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers **may** also submit alternate proposals in response to this RFP as complete **separate** offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered.

IP-5 PRE-PROPOSAL CONFERENCE

The District may conduct a pre-proposal conference. In that event, proposers are invited to attend. Unless specifically stated in the RFP, attendance is not mandatory to be considered for award of a contract. Should the District elect not to hold a pre-proposal conference, its decision shall not relieve the potential proposer of the proposer's sole responsibility for informing itself with respect to any and all conditions as required by Instruction to Proposers IP-1, entitled EXAMINATION OF RFP DOCUMENTS.

IP-6 ADDENDA

The District reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Notice of the online availability of such addenda will be furnished, without additional charge, to all those who have downloaded this RFP.

If an addendum includes significant changes, the proposal submittal due date may be postponed by the number of days that the District considers appropriate for Proposers to revise their proposals. The announcement of a new due date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than five (5) working days prior to the proposal submittal due date.

Proposers shall acknowledge receipt of all addenda to the RFP documents in the proposer's Proposal Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

All proposals submitted shall be executed by the proposer or by its authorized representative. In addition, the proposer must identify those persons authorized to negotiate on its behalf with the District in connection with this RFP.

IP-8 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the proposer by means of a written request signed by the proposer or its properly authorized representative. Such written request shall be delivered to the Buyer identified in the Request for Proposal Letter prior to the due date and time for submittal of proposals.

IP-9 INSURANCE REQUIREMENTS

As part of its proposal, the proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the RFP document, and shall confirm that such coverage is in full force by providing properly executed certificates of insurance. Alternatively, if the proposer will obtain the required insurance coverages prior to the District's issuance of the executed contract, a letter from the proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed certificates of insurance indicating that the required coverages are in full force must then be provided to the District prior to the proposer's receipt of a fully executed contract.

IP-10 SUBMISSION OF PROPOSAL

Each proposal must be received by the District at the address shown on the Request for Proposal Letter at or before the due date and time shown in that letter. It is the Proposer's sole responsibility to ensure that its proposal is received as stipulated. The District may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

IP-11 PROPOSAL EVALUATION PROCESS

The proposal evaluation period will close upon the District's completion of its review and evaluation of proposals received. The District shall not give notice to the proposers of the close of the proposal evaluation process. A proposal not meeting the requirements set forth in this RFP may be rejected as being non-responsive and/or as reflecting a proposer who is non- responsible.

All proposals shall be evaluated for responsiveness to the requirements of the RFP and to the responsibility of the proposer. A proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP documents.

Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the contract that is to result from the procurement. Responsibility includes consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed work in a satisfactory manner. Proposers may be required to present further evidence that they have successfully performed similar work of comparable magnitude or provide other proof satisfactory to the District that they are competent to successfully perform the work.

In addition, the District reserves the right to request payment and performance bonds as the District deems appropriate.

IP-12 DEBRIEFINGS

Debriefing requests must be received by the District within ten (10) calendar days after the District's issuance of the Notice of Intent to Award. No debriefing shall take place until after the execution of the contracts that result from this procurement. Requests for debriefings must be submitted in writing. Debriefings shall be confined to a discussion of the proposer's proposal and that proposal's advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed proposer's proposal with those of other proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure. The request should be made via email addressed as follows: jeri.reed@lausd.net. The District will schedule debriefings after Board approval, Cone of Silence has ended, and the last contract executed.

IP-13 PUBLIC RECORDS ACT

Responses to this RFP shall be subject to the provisions of the California Public Records Act.

Those elements in each Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and that are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances will the District be responsible or liable to the proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Consultant.

The proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the proposer's proposal and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

IP-14 DISTRICT RIGHTS

The District may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the services described in this RFP. Furthermore, the District reserves the right to:

1. Reject any or all of the Proposals;
2. Issue subsequent RFPs for the same statement of work;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work if in the best interest and at the sole discretion of the District;
6. Appoint evaluation committees to review proposals;
7. Seek the assistance of technical experts to review proposals;
8. Approve or disapprove the use of particular subconsultants and suppliers;
9. Establish a short list of proposers eligible for discussions, clarifications or interviews after review of written proposals;
10. Negotiate with any, all, or none of the proposers;
11. Solicit best and final offers from all, some or none of the proposers;
12. Award a contract to one or more (or none) of the proposers;
13. Accept other than the lowest priced proposal;
14. Waive informalities and irregularities in proposals;
15. Award a contract without discussions or negotiations; and
16. Disqualify proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposers.

This RFP does not commit the District to enter into a contract nor does it obligate the District to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

IP-15 DISTRICT OWNERSHIP OF PRODUCTS

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of

this RFP shall be the property of and belong solely to the District.

IP-16 COMMUNICATIONS WITH THE DISTRICT

All communications shall be in writing. All communications regarding this RFP between potential proposers and the staff of the District (including District consultants) shall be addressed only to the Buyer identified in the Request for Proposal Letter, except for proposer questions submitted prior to the proposal due date and inquiries of the District's Ethics Office.

At no time prior to the District's Notice of Award shall proposer(s) contact other District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the proposer to disqualification.

IP-17 DISQUALIFICATION OF PROPOSERS

Consultants, subconsultants or suppliers that do not comply with all requirements associated with the RFP documents may be found non-responsive.

Any person, firm, corporation, joint venture, partnership, or other interested party that has been compensated by the District or a by a consultant engaged by the District for assistance in preparing the RFP documents and/or any cost estimate related to this procurement shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded (unless the District obtains a waiver) from submitting a proposal in response to this RFP.

After the RFP is issued, any person, firm, corporation, joint venture/partnership, or other interested party that has discussions regarding this RFP with anyone other than the Buyer may be considered to have gained an unfair competitive advantage. Said interested person may be disqualified from participating in this RFP process. Potential proposers shall adhere to current District policy governing the conduct of all consultants of the District. The current District Contractor Code of Conduct can be found at the District's website: <https://www.lausd.org/ethics>.

IP-18 EXECUTION OF CONTRACT

The proposer to whom an award is made shall execute the contract within seven (7) calendar days after receiving a Notice of Intent to Award unless that timeframe requirement is waived by the District. Under no circumstances shall a consultant be entitled to payment from the District for any work begun prior to there being a fully-executed contract in place. The District may require appropriate evidence that the persons executing a contract for the proposer are duly authorized to do so.

IP-19 FINGERPRINTING

Consultant, its employees, agents, subconsultants and subconsultant employees who go to school sites when students are present will be required to comply with the requirements of the California Education Code Sections 45125.1 and 45125.2 at no cost to the District.

In accordance with Section 45125.1(d) all personnel going to the school site(s) must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. All personnel who may come in contact with students must be cleared by the DOJ (Section 42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7 will not be allowed on District property. The Consultant is responsible for the administration and all costs relating to the fingerprinting and screening by the DOJ of all candidates for positions with the District. Confirmation of the DOJ clearance or confirmation that the fingerprints have been submitted to DOJ must be submitted to the District within 14 calendar days of the employee's start date and confirmation of DOJ clearance must be submitted within six (6) weeks of the start date. If the above time requirements cannot be met a letter of explanation must be submitted for the District's approval prior to the expiration of the time allowed. In addition, to the extent known at the time of the proposal submittal, the proposer must include with the proposer's proposal **a list** of the names of staff members who may have contact with pupils in the course of the proposer's performance of the services that are the subject of this RFP.

IP-20 FILING OF PROTESTS FOR NEGOTIATED PROCUREMENTS

All District procurements shall be conducted in a manner which assures that all prospective consultants are afforded fair and equal consideration and the award of District contracts preserves and protects the integrity of the procurement process. To that end, any interested party who desires to raise concerns regarding a District award shall have the right to have its complaint considered and resolved administratively by the District in an expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with the District's protest procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Request for Proposal document must be filed within ten (10) calendar days after the issuance of the RFP document.

Protests relating to a recommendation for contract award must be filed by an "interested party" within five (5) business days after release to proposing firms of the Notice of Intent to Award letter.

All protests shall be filed in writing with the District's Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 28th Floor, Los Angeles CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement;
- Identification of the proposed procurement or contract;

- Substantive description of the nature of the protest;
 - All documentation supporting the allegations of the protest;
 - Statement of the specific relief requested;
 - Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
- Signature of an authorized executive with the authority to bind the company. The Chief Procurement Officer, or designee shall, make a determination on the protest normally within ten (10) working days after its receipt. The Chief Procurement Officer, or designee, has the authority to make a final determination and the decision shall constitute the protestor's final administrative remedy.

IP-21 SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

Firms submitting proposals for this RFP shall be responsible for the submission of plans to utilize SBE firms as part of their proposal response per the 25% SBE goal established by the District's Board of Education.

SBE credit may be gained from the utilization of SBE firms in either prime or subcontracting capacities.

Responding firms will detail, per SBE Utilization Reports, the percentage or amount of any proposal amount to be assigned to SBE firms.

For further details, please see Section II Submittal Forms – B5 Small Business Enterprise (SBE) Program.

IP-22 LAUSD'S ETHICS STANDARDS

The District's Contractor Code of Conduct, included as Attachment B, was adopted to enhance public trust and confidence in the integrity of the District's decision-making process, and sets forth the ethical standards and requirements that all consultants and their representatives are expected to adhere to in their dealings with or on behalf of the District.

Consultants are responsible for ensuring that all their representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Consultants are encouraged to use training resources made available by the District's Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with the District.

IP-23 MANDATORY LOBBYING DISCLOSURE

To promote transparency and maintain a fair and open playing field, the District's Board of Education enacted an updated Lobbying Disclosure Code in 2006. The Code applies to vendors, consultants, consultants, and other outside organizations that seek to influence District decisions. If you or your organization is seeking to influence a purchasing, policy, site selection or any other District decision – you may be required to register under the Lobbying Disclosure Code.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office

website at <https://www.lausd.org/ethics> (click on “Lobbying Disclosure”) or call the Ethics Office at: 213- 241-3330 before your organization begins any efforts to promote products or services at LAUSD.

IP-24 PRE-AWARD AUDITS

1. Definition. A pre-award audit, conducted by the District’s Office of the Inspector General (OIG), examines the reasonableness of a contractor’s cost proposal. It may also include an examination of the contractor’s internal controls, accounting and billing systems, and financial capabilities.
2. The District’s Procurement Services Division may request that the District’s Office of the Inspector General perform a Pre-Award Audit on any contract to be awarded as a result of this RFP.

END OF INSTRUCTIONS TO PROPOSERS

END OF SECTION I

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003345
STEM/STEAM ENRICHMENT &
SUPPLEMENTAL PROGRAMS

SECTION II SUBMITTAL FORMS

GENERAL INSTRUCTIONS

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and the Instructions to Proposers.
- All required explanatory narratives and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.

Failure to comply with any of the above requirements may render the proposal non-responsive.

SECTION II - CERTIFICATIONS
II-B1 - PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER _____

D-U-N-S Number (if applicable) _____

In response to the **Request for Proposal (RFP) No. 200003345**, we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s).

_____, and hereby propose to perform the Statement of Work as required in the RFP.

The undersigned acknowledges that any contract that results from the undersigned’s proposal need not be exclusive. The District expressly reserves the right to contract for the performance of services such as those described herein through other contractors.

The undersigned agrees to perform the Statement of Work at the costs indicated in its Price Proposal if its proposal is accepted within **120** days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the lobbyist registration program information included in the RFP (Exhibit E).

The undersigned has reviewed the sample contract terms and conditions included in the RFP documents and agrees to accept all such terms and conditions unless otherwise noted in the proposal response. If recommended for contract award, the undersigned agrees to execute a contract that will be prepared by the District for execution, within **7** calendar days following the undersigned receipt from the District of a Notification of Intent to Award. The District will fully execute the contract subject to resolution of protest filings, if any, and approval by the District’s Board of Education, if required.

The undersigned represents that the following person is authorized to negotiate on its behalf with the District in connection with this RFP:

(Name) (Title) (Phone)
Email Address: _____

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP documents and associated addenda. The undersigned hereby agrees that the District will not be responsible for any errors or omissions in these RFP documents and addenda.

BY:

(Signature) (Email)

(Type or Print Name) (Phone)

(Title)

(Address)

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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**LOS ANGELES UNIFIED SCHOOL DISTRICT
SECTION II – SUBMITTAL FORMS
II – B2 – COMPLIANCE WITH LAUSD ETHICS AND INTEGRITY STANDARDS**

Every Consultant and its Representatives must abide by LAUSD’s Contractor Code of Conduct. A “Contractor/Consultant” is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Consultant’s “Representative” is broadly defined to include any subconsultant, employee, agent, or any other entity acting on a Consultant’s behalf.

If a Consultant or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: <https://www.lausd.org/ethics>, or refer any questions to the designated contracting official. Failure to meet LAUSD’s ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any bid or proposal as non-responsive, if this certification is not submitted in whole by the deadline required.

1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION’S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD’S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD’S CONTRACTOR CODE OF CONDUCT WHICH I HAVE REVIEWED IN FULL. I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You will need to attach a list of all known representatives who will conduct LAUSD work on your behalf (see Section 7).*

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION’S ETHICS AND INTEGRITY:		
NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE	PHONE NUMBER
SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS

2. ETHICAL MANAGEMENT (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	

	OUTLINED IN LAUSD’S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.		No
B.	MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD’S ETHICS AND INTEGRITY STANDARDS IN <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION’S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.		

3. CONTRACTOR RESPONSIBILITY (PLEASE COMPLETE EACH LINE BELOW):

For each “No” answer below, attach an additional sheet of paper with the heading “Contractor Responsibility” and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.

A.	MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, <u>ANY</u> OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD	<input type="checkbox"/> Yes	<input type="checkbox"/> No

	ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.		
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.		

4. CONTRACTING EXCELLENCE (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN <u>ANY</u> ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN <u>ANY</u> ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.		

5. CONFLICTS OF INTEREST (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.		

** Note that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.*

6. REVOLVING DOOR RESTRICTIONS (PLEASE COMPLETE EACH LINE BELOW):

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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	OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.		
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:		
F.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.		

7. DISCLOSURE OBLIGATIONS (PLEASE COMPLETE EACH LINE BELOW):

Disclosure of Your Representatives			
<p>Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subconsultants, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.</p>			
Disclosure Relating to Current & Former LAUSD Officials			
<p>For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. <i>Note: Public agencies are exempt from this requirement and may indicate so on their attachment.</i></p>			
A.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
For each “No” answer below, attach an additional sheet of paper with the heading “Disclosure Obligations – Other Affiliations” and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official’s current LAUSD position title held and department worked, and 3) the details of the official’s relationship or affiliation with your organization or representatives.		
C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD’S ETHICS OFFICE WEBSITE (https://www.lausd.org/ethics). WE UNDERSTAND THAT UNDER LAUSD’S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests <i>(for professional services contracts only)</i>		
F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA’S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONSULTANTS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer is “No” below, attach an additional sheet of paper with the heading “State-Mandated Statement of Economic Interests” and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: https://www.lausd.org/ethics.		
G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL <u>NOT</u> BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD’S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.	
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To ensure your compliance with LAUSD’s disclosure obligations, please verify that all necessary attachments are included.

8. TRUST-BUILDING PRACTICES (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD’S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD’S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD’S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.		

Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.

LOS ANGELES UNIFIED SCHOOL DISTRICT
SECTION II – SUBMITTAL FORMS
II – B3 – SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

- A. It is the District’s policy to encourage participation by Small Business Enterprise (SBE) firms in District contract activity. On February 25, 2003, the District’s Board of Education established a SBE goal “of 25 percent for all contracts and procurement activities.” Bidders/ proposers that include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report. Firms that meet the United States Small Business Administration size standards, or that are SBE-certified by a Reciprocal SBE Agency shall be considered SBE for the purposes of this District solicitation, provided the bidder/Proposer applies with the District for SBE-certification. The use of SBE partners/sub- contractors or participation in federal agency small business programs will also be accepted where that certification is documented in the District’s system. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firm’s SBE status may jeopardize future contracting opportunities. Size standards may be viewed at:

<https://www.sba.gov/federal-contracting/contracting-guide/size-standards>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises all potential bidders/proposers that those bidders/proposers must complete and include in their bid or proposal the SBE Utilization Report included in this solicitation document. Additionally, bidders/proposers who, in their SBE Utilization Report, claim some SBE participation must complete SBE certification in LAUSD’s online SAP system. To get certified, you must have a LAUSD SAP Vendor Number (starts with “1” and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>.

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and apply for LAUSD SBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003_WDAC_E_OIF_SUCO_SREG

- D. Firms that do not appear in the District’s system as SBE-certified, through the process outlined above, may be determined to have no SBE participation.

MONITORING/PENALTIES

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



**LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM UTILIZATION REPORT**

RFP No.: 2000003345

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders must execute a copy of this Report, include it with their RFP/IFB response **and** complete SBE certification in LAUSD's online SAP system to be recognized as having SBE- participation for purposes of this solicitation. The District will certify in its SAP system any entity that demonstrates (through its LAUSD SBE-certification application) that it has already been SBE-certified by one of the Reciprocal SBE Agencies listed below or that otherwise meets the District's SBE-certification requirements.

To obtain LAUSD SBE Certification vendors must register and apply online using the online Supplier Self- Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and apply for LAUSD SBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003_WDAC_E_OIF_SUCO_SREG#

Reciprocal SBE Agencies:

- State of California – Department of General Services
- Metropolitan Water District of Southern California
- Los Angeles County
- City of Los Angeles
- Los Angeles Metro

Firm Name _____ IFB/RFP# 2000003345

SBE STATUS (check one)

- Our firm(s) is/are certified within the LAUSD system of record (SAP) as an SBE. LAUSD Vendor No. _____
- Our firm(s) is/are certified with an LAUSD reciprocal agency listed above (proof of Small Business, Micro- Business or Disabled Veteran-Owned Business Certification is attached) and will complete the registration in the LAUSD system of record (SAP).

Our firm(s) utilize(s) certified SBE subcontractors. These subcontractors have SBE certification documented within the LAUSD system of record (SAP). Please list the LAUSD-certified subcontractors, the SAP vendor number for each and the percentage of the work to be performed

by each certified subcontractor).

- No SBE utilization.
- Non-profit organization*
- Educational institution*
- Government Agency*

***Not eligible for SBE-certification.**

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this solicitation.

Representative _____ Title _____

Date _____ Telephone _____

II-B4

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Disabled Veteran Business Enterprise (DVBE) firms in District contract activity. On October 13, 2015, the District's Board of Education established a DVBE participation goal of five percent (5%) for all contracts and procurement activities. All Bidders/proposers must detail their DVBE status on the DVBE Utilization Report **and**, to be credited with any claimed DVBE-participation, must document their DVBE certification status in the District's SAP system.
- B. To document their DVBE certification, vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile at <https://vendors.lausd.net/irj/portal>
- If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and document your DVBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003_WDAC_E_OIF_SUCO_SREG#
- C. Firms that have a valid DVBE certification from the California Department of General Services or from the County of Los Angeles or from any other certifying agency, must document that certification in the District's SAP system to be considered DVBE for the purposes of this program. The use of DVBE partners/sub-contractors will also be accepted, provided the DVBE status of the partners/sub-contractors is confirmed through the District's system. Bidders/proposers are responsible for the verification of the DVBE status of any firm represented as a DVBE firm used in any proposal or bid. Misrepresentation of a firms' DVBE status may jeopardize future contracting opportunities.
- DVBE certification eligibility requirements are available at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>
- D. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

MONITORING/PENALTIES

If any firm listed on the DVBE Utilization Report as a DVBE is found not be a DVBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



**LOS ANGELES UNIFIED SCHOOL DISTRICT
DISABLED VETERAN ENTERPRISE PROGRAM
UTILIZATION REPORT**

RFP No.: 2000003345

The Los Angeles Unified School District encourages participation by Disabled Veteran Enterprise (DVBE) firms in procurement activity. Proposers/ bidders must execute a copy of this Report, include it with their RFP/IFB response and document any claimed DVBE status in the District’s SAP system. To document the DVBE certification, vendors must register online using the online Supplier Self-Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with “1” and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile at <https://vendors.lausd.net/irj/portal>

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and document your DVBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003_WDAC_E_OIF_SUCO_SREG#

Bidders/proposers that are DVBE firms shall check the first box on the form. Majority firms responding to the DVBE program may list DVBE sub-contractors/partners.

Firm Name _____ **IFB/RFP#**
2000003345 _____

DVBE STATUS (check one)

- Our firm(s) is a certified DVBE certified by the California Department of General Services. DGS No.** _____
- Our firm utilizes DVBE subcontractors. (List DVBE firms utilized, including their DGS number, and the percentage)**

No DVBE utilization
By signing below, bidders/proposers represent that this is an accurate representation of the DVBE status or utilization for the firm(s) participating in this solicitation.

Representative _____ **Title** _____

Signature _____ **Date** _____

Telephone _____

II-B5



LOS ANGELES UNIFIED SCHOOL DISTRICT
MINORITY BUSINESS ENTERPRISE PROGRAM (MBE)
UTILIZATION REPORT

RFP No.: 2000003345

The Los Angeles Unified School District encourages participation by Minority Business Enterprise (MBE) firms in procurement activity. Proposers/bidders including MBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no MBE participation. Bidders/proposers that are MBE firms shall check the first box on the form. Majority firms responding to the MBE program will list MBE Subcontractors/partners.

Firm Name _____

MBE STATUS (check one)

- Our firm(s) is a certified-MBE by _____ Expiration Date: _
- Our firm utilizes MBE subcontractors. (List MBE firms utilized, including their planned percentage usage.)

Provide copies of all MBE certifications with this form.

Prime & Subconsultants/Subcontractors	MBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

No MBE Utilization

By signing below, proposers represent that this is an accurate representation of the MBE status or utilization for the firm(s) participating in this contract.

Name _____ Title _____

Signature _____ Date _____ Telephone _____

* Proposers can register at <https://achieve.lausd.net/Page/3904>, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vs@lausd.net
For MBE certification, apply at the City of Los Angeles – website address: https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

II-B6



**LOS ANGELES UNIFIED SCHOOL DISTRICT
WOMEN BUSINESS ENTERPRISE PROGRAM (WBE)
UTILIZATION REPORT**

RFP No.: 2000003345

The Los Angeles Unified School District encourages participation by Women Business Enterprise (WBE) firms in procurement activity. Proposers/bidders including WBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no WBE participation. Bidders/proposers that are WBE firms shall check the first box on the form. Majority firms responding to the WBE program will list WBE Subcontractors/partners.

Firm Name _____

WBE STATUS (check one)

Our firm(s) is a certified-WBE by _____ Expiration Date: _____

Our firm utilizes WBE subcontractors. (List WBE firms utilized, including their planned percentage usage.)

Provide copies of all WBE certifications with this form.

Prime & Subconsultants/Subcontractors	WBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

No WBE Utilization

By signing below, proposers represent that this is an accurate representation of the WBE status or utilization for the firm(s) participating in this contract.

Name _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

* Proposers can register at <https://achieve.lausd.net/Page/3904>, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vs@lausd.net. For WBE certification, apply at the City of Los Angeles – website address: https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

II-B7

PUBLIC RECORDS ACT

The Los Angeles Unified School District (LAUSD) receives requests to obtain documents, under the California Public Records Act (California Government Code Sections 6250 to 6276.48), for bids/proposals in response to Invitation for Bids (IFB) and Request for Proposals (RFP).

Under the Public Records Act, all writings (which includes any means of recording) containing information relating to the conduct of the public’s business prepared, owned, used, or retained by the District, must be made available to any person who requests such records – unless the records are exempt from disclosure by express provision of law.

As a courtesy to our vendor partners, we are providing Bidders/Proposers the opportunity to assert any privilege for “trade secrets” (and any asserted additional exemptions or privileges that you feel apply) in advance of any formal Public Records Act request.¹

If we decline to disclose the portion of your bid based on your representations concerning trade secrets and the requester files a lawsuit against the District, we will submit the lawsuit to you to defend.

Providing a redacted copy of your proposal is optional. If you do wish to provide a redacted copy of your proposal, however, the redacted copy and the attached indemnification/certification form must be included at the time of submission of your proposal. Please note that if you do not provide a redacted copy of your proposal, the District may release the original proposal, as is, to requesters who seek those documents in the future.

Please indicate on the attached indemnification/certification form whether you do or do not wish to provide a redacted proposal to the District. If you do wish to provide a redacted proposal, please complete and sign the indemnification form, and attach that form along with your redacted copy at the time of submission.

1 The California Civil Code defines “trade secret” as follows:

§ 3426.1. Definitions

“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- (1) Derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use; and
- (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**PUBLIC RECORDS ACT
CERTIFICATION/INDEMNIFICATION FORM**

No, I am not providing a redacted proposal to the District.

BY _____
(PRINT NAME)

TITLE _____ DATE _____

Yes, I am providing a redacted proposal to the District. I will complete and sign the below indemnification.

_____ (vendor name) agrees to the statements outlined and by signing below hereby certifies that the document marked "Redacted Proposal" attached hereto is a true and correct identical copy of the proposal submitted by _____ (vendor name) in response to the Los Angeles Unified School District's IFB/RFP No. **2000003345**.

By signing below, _____ (vendor name) agrees to indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the District's withholding disclosure under the California Public Records Act of that portion of _____ (vendor name) response to the District's IFB/RFP No. **2000003345** that is redacted.

_____ (vendor name)

BY _____
(PRINT NAME)

TITLE _____

DATE _____

END OF SECTION II

SECTION III

RFP 200003345 EXHIBIT A

DISTRICT TERMS AND CONDITIONS

The following is the District's terms and conditions. Proposers are advised to read the Contract in its entirety. **Firms shall not propose exceptions to the provisions within the District Terms and Conditions.**

The District reserves the right to reject a firm, as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price/fees, terms and conditions, or failure of the firm to satisfy any of the final requirements necessary to do business with the District.

Sample Agreement as follows

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on Month Day, Year, between

CONTRACTOR NAME, ADDRESS, Contact Person

hereinafter referred to as the “Contractor,” and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the “District” or “LAUSD.”

WHEREAS, the District is authorized by Government Code § 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; THEREFORE, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT. This Agreement shall be from Month Day, Year through Month Day, Year.
2. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Board of Education of the Los Angeles Unified School District (“Board of Education”), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval has been obtained.
3. DUTIES OF THE CONTRACTOR. shall be to provide services in accordance with **Exhibit A, Statement of Work**, which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers’ compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor’s employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some

discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

5. CONTRACT FEE AND FEE TRACKING

5.1 This is a Bench of zero-based contracts. A "Bench" is defined as a roster of qualified firms to provide the same services. The District makes no representation that any minimum amount of Services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee any minimum numbers of Orders for Services. Further, the District does NOT represent or guarantee any minimum dollar amount of Orders for Services under this Agreement. The District reserves the right to compete Work Orders among the firms on the Bench. The District shall pay the Contractor in accordance with **Exhibit B, Payment Schedule**, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the District **Administrator** or designee.

5.2 The District will process payment within 45 days after receipt of Contractor's invoice(s) that meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and the related purchase order number, (b) be signed and submitted by the Contractor via email in PDF format to invoices@lausd.net, (c) comply with the specifications below, and (d) itemize services, service date(s), and payment rate(s) consistent with the terms of this Agreement. Contractor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the Contractor for correction. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request. Late payment of an invoice shall not constitute a breach of this Agreement.

When submitting invoices, Contractor will ensure that:

- Each invoice contains a unique invoice number;
- Only one invoice per PDF file is submitted (while each file may contain multiple pages);
- Supporting documents, if applicable, are added at the end of the invoice PDF file;
- The invoice PDF file is clear and readable and does not contain any handwritten notations;
- The invoice is on white background or white paper (with no colored paper or shaded areas);
- The invoice does not contain inverted areas (i.e., white characters on black

- background); and
 - Standard fonts are used in the invoice (no cursive, italics, etc.).
6. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.
 7. CONFLICT OF INTEREST. Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as **Exhibit C** and made a part hereof, pertaining to conflict of interest. Contractor shall comply with the District's Contractor Code of Conduct and hereby certifies on behalf of any "Representatives," as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor understands that California law governs situations in which there exists or has existed a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractor, its Representatives, or the public agency.

Contractor is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering into this Agreement. Further, Contractor has an ongoing obligation to proactively disclose any potential or actual conflict of interest through a "Meaningful Conflict Disclosure" to District and to fully cooperate in any inquiry to enable District to determine whether there is a conflict of interest and what resolution is necessary.

Failure to comply with any of these provisions shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies District may seek.

8. AUDIT AND INSPECTION OF RECORDS. Contractor shall maintain, and the District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement.

Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. Contractor shall, at no cost to the District, furnish assistance for such examination/audit. Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or, if the Agreement is terminated in whole or in part, until three (3)

years after the final agreement close-out. The District's rights under this section shall also include access to Contractor's offices for the purpose of interviewing Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a fully executed copy of such agreements to the District upon request by the District.

9. CONFIDENTIALITY

9.1. This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 9.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. As far in advance as is reasonably possible prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.

9.2. At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 9.1.

9.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 9.1 that is reasonably required for the performance of the subcontractor's work under this Agreement. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 9.1 and shall provide a fully executed copy of such agreement to District.

9.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.

9.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

9.6. Data Privacy

Under this Agreement, the District may consider Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for

which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

- 9.6.1. Regarding any personally identifiable information (“PII” or “District Data”) from an education record that the District discloses, Contractor shall:
- a. Not disclose the information to any other party without the consent of the parent or eligible student;
 - b. Use the data for no purpose other than the work described in this Agreement;
 - c. Allow the District access to any relevant records for purposes of completing authorized audits;
 - d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;
 - e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;
 - f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction.
 - g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

9.6.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code § 22584 and District policy as follows:

- a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor’s site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District’s written

permission.

- b. Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communications over the Internet, and encrypted in transit using cryptographic protocol TLS 1.2 or greater and encrypted at rest using a key no less than 128 bits in length.
- c. Contractor shall delete a student's covered information upon request of the District.
- d. District Data shall not be stored outside the United States without prior written consent from the District.
- e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District.

9.6.3 Prior to receiving any student PII from the District, Contractor and District shall enter into a data use agreement, available at <https://achieve.lausd.net/Page/12982> and incorporated herein by reference as if attached hereto.

10. EVALUATION. The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under California Government Code §7920.000, et seq. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

11. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

12. NON-DISCRIMINATION. The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in California Penal Code §422.55, California Education Code §220, and/or actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or

more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.

13. TERMINATION FOR CONVENIENCE

13.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
- (2) Deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

13.2. If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and, upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

13.3. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. TERMINATION FOR DEFAULT

14.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
- (2) Deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

14.2. If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the

Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

14.3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

14.4. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. ASSIGNMENTS. Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

16. GOVERNING LAW AND VENUE. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California, without reference to its conflict of laws provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement, all exhibits to this Agreement, the RFP and Proposal constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

18. ORDER OF PRECEDENCE. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C, District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, Payment Schedule; (5) Request for Proposal No. _____, issued _____ and all addenda thereto; and (6) Contractor's Proposal, dated _____.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION.

The following certification is applicable only to contracts for \$25,000 or more which are funded by federal funds.

By signing this Agreement, the Contractor certifies that:

(a) Neither the Contractor nor any of its principals is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State agency, and

- (b) Have not, within a three-year period preceding this Agreement's effective date, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

20. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District as follows:

20.1. Legal and Regulatory Compliance

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement hold all active licenses necessary to perform such work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

20.2. Non-infringement of Intellectual Property Rights

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

20.3. Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

20.4. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to

complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

20.5. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless District from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

Violation of any provision of this Section 20 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 14, Termination for Default above.

21. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

21.1. General Indemnity

21.1.1. Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

21.1.2. Contractor agrees to defend, indemnify and hold harmless the District from any penalties, damages, taxes, costs, assessments, withholdings or other losses related to any allegation or determination that the District is the employer or joint employer of Contractor's agent, employee or subcontractor.

21.1.3. Contractor agrees to defend, indemnify and hold harmless District, its officers, directors, employees, agents, volunteers, and District's Board of Education from any and all damages, costs and expenses, including attorneys' fees, resulting from or arising out of any claim of harassment, discrimination or retaliation by or of Contractor's employee, agent or subcontractor.

21.2. Proprietary Rights Indemnity

Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 20 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

21.3. Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-) VII or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

21.3.1. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

21.3.2. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

21.3.3. Workers' Compensation and Employers Liability Insurance covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed

Workers' Compensation Statement.

21.3.4 Other coverage(s), when applicable:

- Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$2,000,000 aggregate
- Sexual Abuse and Molestation coverage
\$1,000,000 per occurrence/ \$2,000,000 aggregate
- Cyber Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate

21.3.5. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above \$100,000 requires District approval.

21.3.6. Contractor, upon execution of this Agreement and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing the coverage required above.

21.3.7. The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Such additional insured status shall be reflected on the certificate(s) of insurance furnished to LAUSD, to which certificate(s) shall also be attached copies of the declaration(s) and/or endorsement(s) by which such additional coverage is conveyed.

21.3.8. The Contractor is required to provide LAUSD with 30 days prior written notice if the insurance afforded by any required policy is suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

22. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

23. FINGERPRINTING

The Contractor shall comply and shall require its subcontractors (if any) to comply with the requirements of California Education Code Sections § 45125.1 and 45125.2, at no additional cost to the District. These requirements include, but are not limited to the following:

23.1 Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee must submit (or, in the case of a sole proprietor, the District will submit on its behalf) his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.

23.2 Contractor shall not permit an employee or other person requiring fingerprinting to interact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of the Contractor, its subcontractors and any of their employees or agent who are required by District to submit their fingerprints to the DOJ and who may interact with pupils has been convicted of a felony as defined in Section 45122.1.

23.3 Alternatively, the District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by the California Penal Code Sections 667.5 and 1192.7. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District.

23.4 The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

23.5 The District may require the Contractor and its agents and employees who may interact with pupils to submit to additional background checks at the District's sole and absolute discretion.

23.6 If Contractor is providing work experience opportunities for District pupils, or workplace placements as part of a District pupil's individualized education program as described in Education Code Section 45125.1(b)(2), Contractor is not required to have a valid criminal records summary if all of the requirements of Education Code Section 45125.1(b)(2) are met:

- a. At least one adult employee in the workplace during the pupil's work hours, who has direct contact with the pupil and has been designated by the employer as the employee of record who is responsible for the safety of the pupil, has a valid criminal records summary as described in Section 44237.
- b. A staff representative of the District makes at least one visitation every three weeks to consult with the District's pupil's workplace liaison, observe the pupil at the workplace, and check in with the pupil to ensure the pupil's health, safety, and welfare, including by addressing any concerns the pupil has raised.

- c. The pupil's parent or guardian has signed a consent form regarding the pupil's work placement, attesting that the parent or guardian understands the duties assigned to the pupil and the nature of the workplace environment.

24. TUBERCULOSIS CLEARANCE. Contractor will prohibit any agent or employee of Contractor from entering a District school site until Contractor has submitted a tuberculosis risk assessment. If tuberculosis testing is warranted, Contractor agent or employee shall not enter a school site until Contractor has received, for that agent or employee, the "certificate" described in California Education Code §49406(d), showing the agent or employee to be free from infectious tuberculosis and dated within the sixty (60) days prior to the agent's or employee's first entry onto a District school site and will require an updated "certificate" every four years thereafter while that employee is continuously employed by Contractor or that agent is continuously retained by, or otherwise represents, Contractor.

25. BUDGET CONTINGENCY

25.1. It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

25.2. If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

26. SEVERABILITY. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remaining sections and provisions of this Agreement shall continue in full force and effect.

27. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS. Where applicable, this Agreement and performance under this Agreement shall comply with 2 CFR Part 200-Uniform Administrative Requirements.

28. NOTICES. All notices to be given, payments to be made, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement will be sent by prepaid first class mail, by electronic mail, by fax, or hand-delivered, to the addresses set forth below. Any such notices, payments, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail, when received, if sent by electronic mail or fax, or when delivered, if delivered by hand.

To Contractor: (Name)
(Title)
(Company)
(Address)
(Address)
Telephone:
Fax:
Email:

To LAUSD: (Name)
(Title)
(Office)
(Address)
(Address)
Telephone:
Fax:
Email:

29. WORK-BASED LEARNING PARTNERSHIP (WBLP) Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on:

- A. The veracity of the representations made by Contractor in Contractor's Proposal,
- B. The quality of Contractor's proposed staff and
- C. The WBLP Plan included in Contractor's Proposal.

Except as otherwise specified herein, Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.

Specifically with respect to the WBLP(s), Contractor agrees to:

- A. Work with District Linked Learning office representatives to:
 - i. Determine what aspects of the WBLP(s) will be implemented at what time,
 - ii. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and
 - iii. Otherwise refine and finalize the WBLP;
- B. Appropriately supervise WBLP participants when those participants are on a Contractor-controlled site or otherwise in the care and under the direction of Contractor as WBLP participants;
- C. Take reasonable precautions to keep WBLP participants out of harm's way;
- D. Comply with this Agreement's Equal Employment Opportunity requirements with respect to WBLP participants as though those participants were prospective Contractor employees;
- E. Refrain from using images of District WBLP participants or disclosing participant

names or data without:

- i. The prior written consent of the District WBLP Program Administrator and
- ii. The written consent of those WBLP participants or their parents, as appropriate;

Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:

- A. The District is free to publicize its positive experiences with the Contractor and, if applicable, is also free to share with other school districts or organizations that inquire, whatever frustrations it may have experienced in Contractor's implementation of Contractor's WBLP(s);
- B. The District will, of course, share Contractor's name and information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners;
- C. The District will also identify Contractor in District documentation regarding the District's Linked Learning program;
- D. The District may photograph participating Contractor representatives and publish those photographs in District promotional and reporting materials relating to the District's Linked Learning program; and
- E. Should Contractor fail to provide the WBLP, in particular, as provided herein, then, in addition to all other remedies to which the District may be entitled, at law and in equity, the District may take Contractor's failure to perform as promised into consideration in the event Contractor is under consideration to provide services to the District in the future.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

-DISTRICT-

-CONTRACTOR-

LOS ANGELES UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

By _____

(Print Name)

(Print Name)

Dated _____

TITLE _____

Fed. I.D. #: _____

Dated _____

**RFP 200003345
EXHIBIT B**

II – B3 – INSURANCE REQUIREMENTS

The Proposer shall submit with its proposal an Evidence of Insurance certificate that it has or can obtain insurance prior to Contract award. The following coverages are required:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
\$1,000,000 per occurrence
\$ 100,000 fire damage (any one fire)
\$ 5,000 med expenses (any one person)
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If there are no owned autos a signed Commercial Auto Liability waiver, and hired & non-owned coverage is required.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

*If the Consultant is a **sole proprietor with no employees**, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required. However, Consultant must provide the District with a signed Workers' Compensation Statement. Please contact the Buyer via email at jeri.reed@lausd.net to obtain the Workers' Compensation Statement.

- D. **Error's and Omissions (E&O)**
\$1,000,000 per occurrence/\$2,000,000 aggregate
*Errors and Omissions or Professional Liability coverage is required for all professional services and consulting contracts.
- E. **Cyber Liability**
\$1,000,000 per occurrence/\$2,000,000 aggregate
*Required when there is collection and storage of information or sensitive data, software development, District network access, etc.
- F. **Abuse & Sexual Molestation**
\$1,000,000 per occurrence/\$2,000,000 aggregate
*Vendors that will be in contact (Non-Incidental) with youth (18 & under) will require Abuse & Sexual Molestation coverage.

- G. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above \$100,000 requires District approval.
- H. Contractor, upon execution of the contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/ cancellation notice provision.

The Commercial General Liability, Abuse and Sexual Molestation coverage, and Business Auto Liability policies of insurance referred to in clauses A, B and F above shall name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Such additional insured status shall be reflected on the certificate(s) of insurance furnished to LAUSD, to which certificate(s) shall also be attached copies of the declaration(s) and/or endorsement(s) by which such additional coverage is conveyed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under the contract at no additional charge.



SECTION III (Continued)

**RFP 200003345
EXHIBIT C**

**LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code Of Conduct
(Adopted 11/02, revisions effective 11/06)**

Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts.

1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

2. Mission Support

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of *"educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society."* Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or

reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor’s agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
 - (1) *Critical Factors* – In considering a Contractor’s record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
 - (1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An “LAUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

Schematic of LAUSD’s Competitive Contracting Process (Illustrative Only)

Cone of Silence									
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
Solicitation Announcement	Solicitation Release	Pre-proposal Conference	Proposal Due Date	Evaluation of Proposals	Negotiations	Notice of Intent to Award	Protest Review*	Public Posting of Board Report on Contract to be Approved	Board Approval or Ratification of Contract

Contracting Process

- ☐ *Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.*

* Note: Protests can sometimes extend past the contract approval process

- (a) Prohibited Communication – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) Exceptions – The following are exceptions to the Cone of Silence:
- (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
 - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
 - (iv) negotiations with LAUSD's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

Mai can say "hello," but she must not discuss her proposal or the contracting process at all with the division head.

- (4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively bid.

Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).

D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A “Meaningful Conflict Disclosure” is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

(1) State Conflict Standards – LAUSD is generally prohibited by California’s Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines “making a contract” broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

(2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:

- (a) names and positions of all relevant individuals or entities;
- (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
- (c) a description of the suggested remedy or safeguard for the conflict.

- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors' disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.

- (6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website (<https://achieve.lausd.net>).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.

4. Relationship Management

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
 - (1) Equal Employment Opportunity – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
 - (2) Health and Safety – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
 - (3) Drug Free Environment – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
 - (4) No Harassment – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
 - (5) Sweat-Free Conditions – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.
- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.

- (1) LAUSD Name and Marks – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.
 - (2) Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD’s Board of Education.
- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD’s gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:
- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
 - (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD’s allowable gift limit.

Example of Respecting Gift Limits

- (3) It’s the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

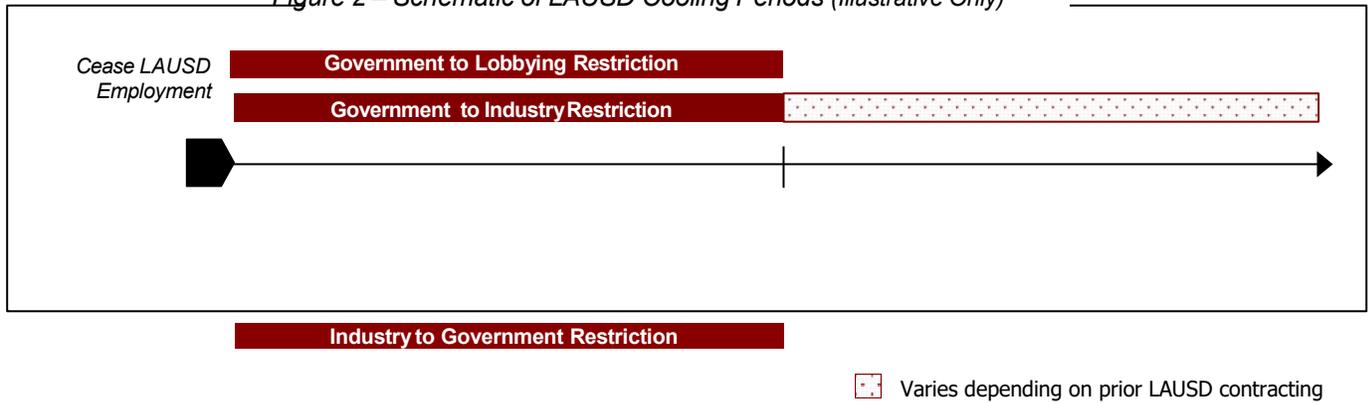
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD’s contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. *Observe Cooling Periods* – Contractors and their Representatives shall observe and maintain the integrity of LAUSD’s Cooling Periods. A “Cooling Period” is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a “revolving door” where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD’s revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD’s cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:

Figure 2 – Schematic of LAUSD Cooling Periods (Illustrative Only)



- (1) Government to Lobbying Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official’s last date of employment

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe’s last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.

- (2) Government to Industry Restriction
 - (a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD’s Board and management on the issue of the district’s unfunded liability.

As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya’s work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that “matters” include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.

- (b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years,

substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

Example of Contracting Benefit Restriction

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

Example of Industry to Government Restriction

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

- G. *Safeguard Prospective Employment Discussions* – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

Example of Safeguarding an Employment Offer

- (1) Audit Everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are

allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support
- (1) *Guidelines for Making a Gift to a Public Agency* – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
- (a) LAUSD must receive and control the payment;
 - (b) LAUSD must use the payment for official agency business;
 - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
 - Describes the official agency use and the nature and amount of the payment;
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
- (1) In rare and unusual circumstances, LAUSD’s General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by LAUSD’s *Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD’s lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD’s decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A “lobbying activity” is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or

advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD's lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (<https://achieve.lausd.net/ethics>). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement –*

Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.

- (1) **Applicability** – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as “consultants”, if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:
 - (a) **Individual Makes Governmental Decisions** – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
 - (b) **Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity** – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.
- (2) **Filing Timelines** – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
 - (a) upon commencement of work with LAUSD,
 - (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
 - (c) upon termination of work with LAUSD.
- (3) **Process** – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
- 4) **Disqualifications** – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers
- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to

LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.

6. Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- D. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- E. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- F. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- G. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- H. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- I. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee;
 - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and

- (3) Providing gifts without the necessary public disclosure when disclosure is required
- J. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- K. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- L. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- M. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- N. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- O. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- P. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
 - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- Q. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
 - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
 - (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- R. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- S. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- T. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
- U. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- V. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
- W. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

- X. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- Y. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
 - (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
 - (1) Removal of offending Contractor or subcontractor;
 - (2) Implementation of corrective action plan approved by LAUSD;
 - (3) Submission of training plan for preventing future violations of the Code;
 - (4) Probation for 1-3 years;
 - (5) Rescission, voidance or termination of a contract;
 - (6) Suspension from all LAUSD contracting for a period of time;
 - (7) Prohibition from all LAUSD lobbying activities;
 - (8) Compliance with deferred debarment agreement;
 - (9) Debarment from all LAUSD procurement or contracting; or
 - (10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional

sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

10. Severability

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

RFP 2000003345
EXHIBIT D

CODE OF CONDUCT WITH STUDENTS

SECTION III (Continued)

RFP 2000003345 EXHIBIT E

LOBBYIST REGISTRATION

All individuals who qualify as a “lobbyist,” as defined by the Los Angeles Unified School District (LAUSD) Lobbyist Registration Code, must register with the District’s Ethics Office within 10 days after the end of the month in which they qualify by:

1. Completing the lobbyist registration form;
2. Paying a registration fee of \$300 per calendar year (\$225 during the last calendar quarter);
3. Securing an Authorization Letter from your employer (this only applies to in-house lobbyists); and
4. Submitting the form and payment (and Authorization Letter) to the LAUSD Ethics Office.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at:

<https://www.lausd.org/ethics> (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241- 3330 before your organization begins any efforts to promo products or services at LAUSD.

RFP NO.: 2000003345

EXHIBIT F

DATA USE AGREEMENT

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

[CONTRACTOR NAME]

FOR

THE DISCLOSURE OF EDUCATION RECORDS

1. PARTIES

1.1 The Los Angeles Unified School District (“District”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.

1.2 **[CONTRACTOR NAME]** (“Contractor”) provides **[CONTRACTOR TO INSERT BRIEF DESCRIPTION]** with a primary place of business at **[ADDRESS]**.

2. PURPOSE

2.1 The purpose of this Data Use Agreement (“Agreement”) is to allow for the District to provide Contractor with personally identifiable information (“PII”) from student education records (“student data”) without consent so that the Contractor may perform the following institutional service or function for which the District would otherwise use employees:

[CONTRACTOR TO INSERT DETAILED DESCRIPTION]

2.2 This Agreement is meant to ensure that Contractor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (“FERPA”), [20 U.S.C. §1232g](#), [34 Code of Federal Regulations Part 99](#), and California Education Code [sections 49060-49085](#) and the confidentiality requirements related to “education records” under FERPA, “PII” under 34 CFR 99, and “covered information” under SB 1177 Student Online Personal Information Protection Act ([SOPIPA](#)) (referred to collectively as “PROTECTED INFORMATION”). Protected Information is information that is protected by specific laws. For example, student records, student and employee health records, and social security numbers, are each covered by specific privacy laws and rules. See Attachment B - *LAUSD FERPA Policy*, Attachment C - *LAUSD HIPAA Policy Regarding Student Information*, and Attachment D *LAUSD Employee Record Policy* for more information about these types of protected information. This Agreement applies to all interactions between Contractor and District schools.

2.3 [34 C.F.R. §99.30](#) and Education Code [§49076\(a\)](#) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in [34 CFR §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under FERPA and the California Education Code.

2.4 Under this Agreement, the District considers Contractor to be a school official with legitimate educational interests performing an institutional service or function for which the District would otherwise use employees within the meaning of [34 C.F.R. §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) and this allows the District to disclose PII from education records of students without the consent required by [34 C.F.R. § 99.30](#) and Education Code [§49076\(a\)](#).

2.5 This Agreement does not necessarily describe the complete nature of all interactions between the Contractor and the District. The Contractor’s coterminous service agreement (contract, MOU, license agreement, subscription agreement, etc.) establishes the services for which Contractor is responsible and by which District considers Contractor to be a school official. However, in so far as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements with Contractor.

3. PROCESS FOR DATA TRANSFER

The District may provide data through Clever, Inc., (Clever), Global Grid for Learning (Global) or an internal secure district process under which the vendor receives electronic data from the District containing student-, teacher-, and other information. By using Clever or Global they will provide the data to various District vendors, such as Contractor, alleviating work on the District’s part, which formerly required the creating of separate record layouts for each vendor. By entering into this Agreement, the District authorizes Clever, Global or the District itself to send data to Contractor in accordance with the District’s approved Contract.

4. DISTRICT DUTIES

4.1 The District will provide student data in compliance with the Family Educational Rights and Privacy Act (“FERPA”), [20 U.S.C. section 1232g and 34 C.F.R. Part 99](#), and California Education Code [sections 49060-49085](#).

4.2 The District will provide the following student data to the Contractor:

[CONTRACTOR TO INSERT LIST OF EACH DATA ELEMENT BEING REQUESTED. LIST MUST ONLY INCLUDE THOSE ELEMENTS NEEDED TO PERFORM DUTIES OUTLINED IN SERVICES AGREEMENT OR CONTRACT WITH THE DISTRICT]

5. CONTRACTOR DUTIES

5.1 The Contractor will perform the following duties in regard to any student data it obtains:

5.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

5.1.2 Use the data for no purpose other than the work stated in this Agreement;

5.1.3 Allow the District access to any relevant records for purposes of completing authorized audits;

5.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement, as evidenced by each employee, contractor, or agent of any kind who will receive pupil record information completing Attachment A, Student Record Confidentiality and Re-Disclosure Agreement, attached hereto and incorporated by reference herein;

5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant

to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;

- 5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;
 - 5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in [34 C.F.R. section 99.31\(a\)\(6\)\(iv\)](#).
- 5.2 Contractor shall comply with the requirements of District policy as follows:
- 5.2.1 Contractor shall not (i) knowingly engage in targeted advertising on the Contractor’s site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District’s written permission.
 - 5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. “Encryption” means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including [45 CFR §164.304](#).
 - 5.2.3 Contractor shall delete a student’s covered information upon request of the District.
 - 5.2.4 District Data will not be stored outside the United States without prior written consent from the District.
 - 5.2.5 The pupil records continue to be the property of and under the control of the District;
 - 5.2.6 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.
 - 5.2.7 Contractor certifies that it will not retain the pupil records upon completion of the services. Contractor will take the following actions to enforce this certification:
[CONTRACTOR TO INSERT DESCRIPTION]

5.2.8 Contractor shall not use personally identifiable information in pupil records to engage in targeted advertising.

5.3 Contractor shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information from any District-approved third party contractor, such as Clever or Global. District may require Contractor to provide documentation of compliance prior to any transmittal.

5.4 The following shall be considered a part of and required under this Agreement:

- **The District's Contractor Code of Conduct**
(<http://achieve.lausd.net/cms/lib08/CA01000043/Centricity/Domain/218/5.%20%20CODE%20OF%20CONDUCT%20irfp.pdf>)
- **SB 1177 Student Online Personal Information Protection Act (SOPIPA)**
(https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=22584.&lawCode=BPC).

5.5 Additional Contractor Duties Pertaining to Protected Information

5.5.1 In addition to any Contractor obligations stated elsewhere in this Agreement, Contractor shall notify the District in writing as soon as possible, but in no event more than two (2) business days, after Contractor becomes aware of any breach of or security Incident involving the District's **PROTECTED INFORMATION** (see Section 2.2). Contractor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Contractor shall identify as soon as practicable each individual whose unsecured **PROTECTED INFORMATION** has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such breach or security incident. Contractor shall cooperate in good faith with the District in the investigation of any breach or security incident.

5.5.2 Contractor shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of **PROTECTED INFORMATION**, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

5.5.3 Contractor will provide written notice to the District as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by Contractor to mitigate any harmful effect of such breach or security incident and the corrective action Contractor has taken or shall take to prevent future similar breaches or security incidents. Upon the District's request, Contractor will also provide to the District a copy of Contractor's policies and procedures that pertain to the breach or security incident involving the District's **PROTECTED INFORMATION**, including procedures for curing any material breach of this Agreement.

5.5.4 Contractor shall make reasonable efforts to trace lost or translate indecipherable transmissions. Contractor shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Contractor.

5.5.5 Contractor shall take appropriate security measures to protect the confidentiality, integrity and availability of the District's **PROTECTED INFORMATION** that it creates receives, maintains, or transmits on behalf of the District and to prevent any use or disclosure of the District's **INFORMATION** other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the [ISO 27001/2](#), [NIST](#), or similar security industry guidelines.

5.5.6 Contractor acknowledges and agrees that pupil record information protected by the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. Section 1232g) may only be used in accordance with the terms and conditions of this Agreement and may not be re-released or otherwise redisclosed without the consent of parent(s)/guardian(s) or eligible pupil(s). Contractor understands and agrees that Contractor shall not permit any other party to have access to such information without the written consent of each pupil's parent/guardian or eligible pupil as well as prior notice to the District. Contractor further acknowledges and agrees that failure to comply with this requirement shall constitute a breach of this Agreement and will result in available penalties under the law, including but not limited to liquidated damages, third party beneficiary rights for parties injured by the breach, and/or the prohibition against Contractor having access to personally identifiable information from education records from the District for a period of time determined in the sole discretion of the District.

6. AUTHORIZATION FOR TRANSFER OF DATA.

6.1 The District hereby authorizes Contractor to receive the student data listed in Section 4.2.

6.2 Contractor agrees that District makes no warranty concerning the accuracy of the student data provided.

7. TERM

7.1 This Agreement shall be effective on the date the last party signs and shall be valid for the same term as the Contractor's underlying service agreement/contract/MOU covering Contractor's interactions with the District under which the Contractor receives student data, but no later than three (3) years from the date on which the last party signs this Agreement.

7.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party.

8. NOTICES

8.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

8.2 Notices shall be delivered to the following:

DISTRICT:

Attention: Executive Director
Office of Data and Accountability
333 South Beaudry Avenue, 16th Floor
Los Angeles, CA 90017
TEL: (213) 241-2460
FAX: (213) 241-8462

CONTRACTOR:

Attention: _____

TEL: _____
FAX: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Name, Title/Position: Kevon Tucker-Seeley, Director, Office of Data and Accountability

CONTRACTOR

By: _____ Date: _____

(sign here)

Name, Title/Position: _____

**DATA USE AGREEMENT ATTACHMENT A
STUDENT RECORD CONFIDENTIALITY AND RE-DISCLOSURE AGREEMENT**

The Los Angeles Unified School District ("**District**"), and the individual or entity identified as "Recipient" below ("**Recipient**") have entered or are planning to enter into an agreement or other arrangement that may involve Recipient's receipt of or access to certain student records and information concerning District students. The parties are entering into this Student Record Confidentiality and Re-Disclosure Agreement ("**Agreement**") in order to ensure proper treatment of any student record information that Recipient obtains or learns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "**Consenting Party**" means: (a) the natural parent, adopted parent, or legal guardian of each student or former student who is under the age of 18 years; and, (b) each student or former student who has attained the age of 18 years. Where a student's parents are divorced or legally separated, only the parent having legal custody shall be deemed to be the Consenting Party for purposes of this Agreement.

b. "**Student Record Information**" means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District pupil (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.

2. Use of Student Record Information. Recipient will use Student Record Information only for the purpose of [Describe Project or enclose attachment describing Project] ("**Project**"), and will make no use of Student Record Information, in whole or in part, for any other purposes. Recipient will keep confidential all Student Record Information and will take all necessary steps to ensure the confidentiality the Student Record Information. Recipient will only disclose Student Record Information in accordance with the terms of this Agreement and will make no other disclosure of Student Record Information at any time.

3. Re-Disclosure.

3.1. **Consent Required.** Recipient will only disclose Student Record Information to its employees having a need to know in connection with their Project responsibilities, and will not disclose any Student Record Information to any third party without first obtaining written consent

to the disclosure from each Consenting Party for whom Student Record Information will be disclosed. Recipient will promptly provide the District with copies of any and all written consents that the Recipient obtains under this paragraph.

3.2. **Restrictions on Receiving Party.** In addition, any third party receiving Student Record Information from Recipient must agree in writing to all of the terms contained in this Agreement, and may only use Student Record Information for the performance of that third party's Project-related responsibilities.

3.3 **Exceptions.** Subject to this Agreement, recipient may disclose Student Record Information to third parties if, and only to the extent that, disclosure of the Student Record Information is otherwise permissible under applicable law or under any District privacy policy then in effect.

3.4. **Access Log and Record Files.** Recipient will maintain an access log that records all disclosures of (or access to) Student Record Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student Record Information provided. The access log will be made available to the District promptly upon request.

4. Pre-Publication Review. Upon notice, District may request and Researcher agrees to timely provide, prior to publication or re-publication, access to any report, memorandum, article, thesis or any other writing that includes Student Record

Information provided under this Agreement and links District to any outcome or enables District to be linked to any outcome. District reserves the right to withdraw consent to the publication of any such writing if the District determines that the privacy rights of its students are jeopardized or such writing contains statements that the District considers unacceptable for publication due to, but not limited to, sampling error, flaws in analysis, or misrepresentation of findings.

5. Destruction of Information. Immediately upon completion of the Project, Recipient will destroy all Student Record Information that Recipient obtained or learned in connection with the Project. Upon the District's request, Recipient will promptly certify in writing that this destruction has occurred.

6. Required Disclosure. In the event that Recipient is requested or required by subpoena or other court order to disclose any Student Record Information, Recipient will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in the absence of a protective order or the receipt of a written waiver hereunder, Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Student Record Information, then Recipient may disclose that Student Record Information without liability hereunder, provided that the District has been given a reasonable opportunity to review the text of the disclosure before it is made and that the disclosure is limited to only Student Record Information specifically required to be disclosed.

7. No License. No licenses or other rights under patent, copyright, trademark, trade secret or other intellectual property laws are granted or implied by this Agreement. The District is not and will not be obligated under this Agreement to purchase from or provide to Recipient any information, service, or product.

8. Disclaimer. The Student Record Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District

shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance upon, any Student Record Information.

9. Remedies.

9.1. **Injunctive Relief.** The parties agree that Student Record Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Recipient agrees to waive any requirement for the securing or posting of any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

9.2. **Five-Year Bar.** If the District determines, or is made aware of a determination by any other governmental agency, that Recipient has disclosed any Student Record Information in violation of this Agreement, or has maintained any Student Record Information in violation of this Agreement, then without prejudice to any other rights or remedies the District may have, the District shall be entitled to prohibit Recipient from accessing any Student Record Information for a period of five (5) years or more, as determined by the District in its sole discretion.

10. Indemnification. Recipient agrees to indemnify and hold harmless the District, its employees, agents, subcontractors, affiliates, officers and directors from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) any unauthorized or unlawful disclosure of Student Record Information by Recipient; or (b) any breach of this Agreement by Recipient.

11. Required Notice. Recipient shall notify the District immediately upon discovery of any unauthorized use or disclosure of Student Record Information, and will cooperate with the District in

every reasonable way to assist the District in regaining possession of the Student Record Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

12. Governing Law; Venue. California law will govern the interpretation of this Agreement, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement will be submitted to a state or federal court sitting in Los Angeles, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to a party at the address set out by its signature below.

14. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

15. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

16. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This Agreement may not be amended except by a writing signed by the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT

[REDACTED]

Recipient Name

[ADDRESS]

Recipient Address

[REDACTED]

Signature

[REDACTED]

Print Name

[REDACTED]

Title

[REDACTED]

Date

[REDACTED]

THE DISTRICT

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017

Signature

Dr. Kevon Tucker-Seeley

Print Name

Director, Office of Data & Accountability

Title

Date

DATA USE AGREEMENT ATTACHMENT B:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF STUDENT RECORDS

State and federal laws strictly regulate the protection of students' educational record information. This policy describes the protections required by law. Violations of this policy could result in a lawsuit against the District and/or any employee that permits an improper disclosure.

This "Family Educational Rights and Privacy Act (FERPA)" policy must be followed any time there is a request for access to, or the possibility of the "disclosure" of, the contents of a student's educational records. As used in this policy, "disclosure" means to permit access to or the release or other communication of information contained in student records, by any means, including oral, written, or electronic. Please note that improperly disposing of student records can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether student record information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy.

1. What kind of information is being requested?

Two general categories of student information must be protected by all District employees— "Confidential Student Information" and "Directory Information." The following general rules apply:

"Confidential Student Information"

"Confidential Student Information" includes any item of information, other than Directory Information, that is directly related to an identifiable District student and is maintained in the student's educational records or in any files maintained by a District employee. The format of the information does not matter—items recorded by handwriting, print, tapes, film, microfilm, on the hard disk, or any means, can all qualify as Confidential Student Information. The general rule is that Confidential Student Information may not be released without written consent from a parent or legal guardian. Exceptions to this rule are detailed below. In any event, Confidential Student Information may only be disclosed in accordance with this policy. If you have any questions about whether or not Confidential Student Information may be disclosed, contact the Office of the General Counsel before any disclosure is made.

"Directory Information"

"Directory information" means a student's name, address, telephone number, date and place of birth, dates of attendance, and most recent previous public or private school attended. Student email addresses, and class schedules are not considered Directory Information and generally may not be released without consent. Directory Information may not be disclosed to or accessed by private, profit-making entities other than the following: Parent Teacher Student Association; Elected Officials; Los Angeles County Departments of Health, Children and Family Services, Mental Health and Probation; United States Armed Forces (Military) Recruiting Agencies; Colleges, Universities or Other Institutions of Higher Education (including for-profit accredited institutions); the National Student Clearinghouse to track college attendance, Los Angeles County Departments Health Related Services (Department of Public Health and Department of Health Care Services), LAUSD School-based Health Care Providers, and the LA Trust for Children's Health. A student's parent or legal guardian (or, in some cases, a student if over 18 years old) may notify the District of any information they refuse to permit the District to designate as directory information about that student. This designation will remain in effect until the parent or legal guardian (or, in some cases, the student) modifies this designation in writing. When this notification has been made, written consent is required before disclosing the applicable Directory Information relating to that student. The procedure for obtaining consent is described below. Questions about releasing Directory Information should be directed to the Office of the General Counsel.

2. Is there an emergency requiring the disclosure of student information?

Any time an emergency creates an immediate danger to the health or safety of a student or other individual, consent is not required to disclose Confidential Student Information to persons in a position to deal with the emergency, as long as (1) the emergency has been verified by a teacher or other school official, and (2) knowledge of the Confidential

Student Information is necessary. Disclosure should be limited to only that Confidential Student Information that is necessary under the circumstances.

3. Who is requesting access to student records?

A request for disclosure of Confidential Student Information will come from one of these four kinds of requesters: (1) the student or his or her parent; (2) a District employee; (3) a representative or agent of a state or federal government other than a District employee, such as representatives of departments of education, law enforcement agencies, and state and federal courts; or, (4) a third party not within any of the first three categories. Each of these possible requesters is discussed below.

For purposes of this policy, a student's "parent" is his or her natural parent, adopted parent, or legal guardian. If a student's parents are divorced or legally separated, only the parents with custody have rights under this policy unless the student's file contains a written agreement signed by both parents indicating that either parent may access student records and give consent to disclosure.

Requests from Parents and Students

Confidential Student Information may be disclosed to students and parents as follows:

The parent of a currently enrolled or former student who is under the age of 18 may access Confidential Student Information concerning his or her student, as may the parent of any student over the age of 18 who is considered a "dependent." Any student who is 16 years of age or older, or who has completed the 10th grade, may access Confidential Student Information about himself or herself. Once a student reaches the age of 18 and is not considered to be a dependent of the parent, the student is thereafter the only person who is entitled to exercise rights related to, and grant consent for the disclosure of, his or her Confidential Student Information contained in those records.

Requests from District Employees and Representatives

Confidential Student Information may only be disclosed to District staff who will be using the information for internal District purposes in connection with their assigned duties and have a legitimate interest in the information. District representatives include teachers, school administrators, and District administrative personnel. In addition, Confidential Student Information may be disclosed without consent to any established member of a school attendance review board who has a legitimate educational interest in the requested information. Disclosure to any other District employee or representative for any other purpose (including for any use by persons or organizations outside the District) requires written consent from the student's parent or legal guardian.

Requests from Government Representatives

Any request for Confidential Student Information from an agency, official, or other representative of a state or federal government must be promptly referred to the Office of the General Counsel, which will respond to the request. Examples of this kind of request include a subpoena, summons or other demand by a court or administrative tribunal, a request from a probation officer conducting any kind of investigation, or a request made by a police officer, state or federal criminal investigator, or a truancy officer. Requests from District Police do not require referral to the Office of General Counsel.

Requests from Third Parties

The general rule is that Confidential Student Information cannot be released to third parties without written consent from a parent or legal guardian. There are, however, exceptions. Confidential student information may be disclosed without consent in response to a request from:

- Officials at private schools and in other school systems where a student intends or seeks to enroll;
- Agencies or organizations requesting information in connection with a student's application for, or receipt of, financial aid (but only as may be necessary to determine the student's eligibility for financial aid, the amount of the financial aid, the conditions that will be imposed in connection with the financial aid, or to enforce the conditions of the financial aid); and

- County elections officials, only for the purpose of identifying students who are eligible to vote and conducting programs offering students the opportunity to register to vote.

Among third parties with whom the District will share Confidential Student Information without consent are vendors who are either performing services normally performed by District employees or are conducting studies to improve instruction. In these cases the District will enter into a Data Use Agreement with such vendors. Examples of such Data Use Agreements are provided in Attachments A-3 and A-4. The District may provide aggregate and statistical data to third parties where such data is not personally identifiable to any individual student. Under FERPA, the definition of personally identifiable information includes “any set of facts that makes a student’s identity easily discernable.” Therefore, the demographic break down of the student population from which the data is extracted and the size of the pool of students used for such data analysis must be taken into consideration and care must be taken so that it is not easy to discern any individual student’s identity. Further, no information that could be used to identify a student, such as student identification number, address, telephone number or social security number may be included.

For all other requests from third parties, consent must be obtained before Confidential Student Information may be disclosed. All questions about disclosing Confidential Student Information to a third party, or about the manner in which consent must be obtained, should be referred to the Office of General Counsel as quickly as possible after receipt of any request.

Requests from Military Recruiters

The No Child Left Behind Act requires secondary schools to provide students’ names, addresses, and telephone listings to military recruiters and to institutions of higher education when they request that information. The District is required to provide this information unless the parent, guardian or, in some cases, the student, has made an election to refuse to allow disclosure of that information without prior written consent.

4. Has the proper written consent been obtained?

“Consent” under this policy means written consent, which must come either from a student’s parent or an adult student, as applicable. Consent must be obtained on the District’s standard form for consenting to the disclosure of Confidential Student Information, and all blanks on the form must be fully and accurately completed before

any information may be released. Any consent to disclose Confidential Student Information (which includes Directory Information for those students whose file includes a written request to withhold Directory Information) must specify the student records to be released, identify the party or class of parties to whom the records may be released, and be permanently kept within the student’s cumulative file. A copy of the District’s consent form is attached to this policy (Attachment A-1).

5. Has the disclosure been recorded in the student’s access log?

Every student’s file must contain a log or record (the “access log”) that lists all persons, agencies, or organizations requesting or receiving information from the file and the reason(s) for the request. An access log may be inspected only by the student’s parent (or the adult student, if applicable), the dependent adult student, and the student who is 16 years of age or older or who has completed the 10th grade. All other requests to inspect the access log must be referred to the Office of the General Counsel.

Access log entries must include:

- the name of the person(s) to whom information was disclosed (or, if no disclosure was made, from whom the request was received);
- the reason for disclosure;
- the time and circumstances of disclosure; and
- the particular records that were disclosed.

A sample access log is attached to this policy (Attachment A-2). The access log must identify each disclosure of Confidential Student Information, except that the access log need not list the following:

- Disclosures to parents, adult students, and students who have reached the age of 16 or have completed the 10th grade; Disclosures to District teachers requesting information about the students they are teaching;
- Disclosures to other District staff accessing information in connection with their assigned duties;
- Disclosures of Directory Information only; and
- Disclosures to anyone for whom written consent has been executed by the parent (or adult student, as applicable), as long as the written consent has been filed in the student's cumulative file.

6. Are there any other questions or concerns?

Any and all other questions and concerns about student record information and the disclosure of any student record information should be directed to the Office of the General Counsel, which can assist in all matters related to this policy and in complying with its terms.

DATA USE AGREEMENT ATTACHMENT C:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF HEALTH INFORMATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT [HIPAA] OF 1996 REGARDING STUDENT INFORMATION

State and federal laws strictly regulate the protection of an individual's health information. Violating these laws could subject a District employee to disciplinary action, up to and including dismissal, as well as result in a lawsuit against the District and/or the employee who is in violation.

This policy is intended to help District employees follow those laws whenever they receive access or use a student's health-related information, or receive a request for access to that information. A separate attachment will be prepared regarding other types of health-related information. If you have any questions after reading this policy about whether a student's health information may be used or disclosed, you should contact the Office of the General Counsel immediately. Please note that improperly disposing of Personnel Records or Employee Information can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records.

1. What is HIPAA?

The Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), established, for the first time, a set of national standards for the protection of an individual's health information. The federal government then published a set of regulations known as the HIPAA Privacy Rule that set forth how an individual's protected health information could be used and disclosed, and the ways in which individuals could control access to their health information. Please note that the HIPAA Privacy Rule does not apply to information contained in an employee's employment record. That information is protected under other federal and state laws.

2. Why does HIPAA apply to the District?

The District, through certain of its divisions, affiliates, employees, and independent contractors, receives and retains records of health care services provided to students. The District also provides medical services to students. Under certain circumstances, a student's health information becomes part of the student's file. Thus, the District and its employees have access to student health information that is protected under HIPAA. Therefore, the District and its employees must comply with all relevant provisions of the HIPAA Privacy Rule.

3. What is a student's protected health information?

A student's protected health information ("PHI") is any information that both (a) identifies the student, including demographic information such as name, address, age, sex, social security number and date of birth, and (b) relates to the student's past, present or future physical or mental health or condition, or to the student's receipt of, or payment for, medical treatment or health care services. PHI does not include non-health care information contained in a student's educational records. Information contained in a student's educational records is protected under other federal and state laws, and that information is separately covered under the District's Policy on Protection of Student Records ("FERPA Policy," Attachment B).

4. How must protected health information be kept confidential?

Protected health information must be kept confidential at all times and may only be used and disclosed in accordance with this policy. This means you cannot disclose PHI to any other person unless authorized by this policy. This includes disclosures made verbally in person or by telephone, and in writing by mail, fax or e-mail. This prohibition on uses and disclosures also means that you cannot repeat information you hear, make copies of information you receive, or share passwords or login information with others unless authorized by this policy. There are serious legal penalties for the unauthorized use or disclosure of PHI. **Do not take any chances. Contact the Office of the General Counsel whenever you have a question about this policy or the use or disclosure of protected health information.** Please note improperly disposing of Personnel Records or Employee Information can constitute

a “disclosure” under the law. Use secure disposal methods, such as the shredding of paper records.

5. When may protected health information be disclosed?

A student’s protected health information may be disclosed directly to the student upon request by the student if the student is at least 18 years old, the student is an emancipated minor, or the student is requesting protected health information from a medical treatment for which the student is legally allowed to consent. If the student is under 18 years old, not emancipated or not legally allowed to consent to the medical treatment addressed in the protected health information, the student’s PHI may be disclosed directly to the student’s parent or legal guardian upon request from the parent or legal guardian, unless one of the following circumstances exists: (1) there is any suspicion or belief that the student has been or may be subjected to domestic violence, abuse, or neglect by the parent or legal guardian, (2) disclosing the student’s PHI to the parent or legal guardian could endanger the student, or (3) the request relates to protected health information from a medical treatment that the student sought or obtained on a confidential basis. **If you are not sure whether to disclose a student’s protected health information, please contact the Office of the General Counsel.**

A student’s protected health information may be disclosed any time there is a serious and imminent threat to the health or safety of a student or other individual as long as (a) the threat has been verified by a health care professional, and (b) disclosure of the PHI is made to someone who can prevent or lessen the threat. PHI may also be used or disclosed by the District in connection with any internal activities of the District related to providing, payment for, or managing health care treatment and services. PHI may also be disclosed to health care providers for purposes of treating a student. In any case where you have a request for disclosure of protected health information that involves notes from psychotherapy or any similar treatment, promptly contact the Office of the General Counsel to discuss the request.

Any request from a government agency or official, a court of law, or any other representative of a state or federal government for a student’s protected health information must promptly be referred to the Office of the General Counsel for response. In addition, if you believe that a use or disclosure of protected health information is required by law, such as in the case of possible incidents of child abuse, you must promptly refer the matter to the Office of the General Counsel.

Except as stated in this Section #5, a student’s protected health information cannot be used or disclosed without the written authorization of the student, parent or legal guardian, as applicable.

6. Can I conduct a survey in which health related information is solicited from survey participants?

If you are gathering information but not gathering any identifiable information about the individual (such as their name or address) and there is no way to re-identify the individual once the survey has been submitted, then consent is not required. In the text of the survey, you must indicate that the information submitted is not protected by state or federal privacy rules. However, if you are gathering any identifiable information, consent from the subject, or his or her parent or guardian, is required along with certain notices, such as notice of what will be done with the information and how it will be stored.

For example, a survey on kids’ exposure to violence that does not also solicit health related information, such as any mental or physical effect of such violence, is permissible. On the other hand, if the survey includes health information or information that could lead to a physical or mental health diagnosis, such as whether the child had problems sleeping or evidence of depression, the information must be kept confidential and consent of the parent, guardian or, in some cases, the student, is required in order to disclose the data. Similarly, basic physical data such as height, weight, and results of PE tests must be kept confidential and not disclosed without the consent of the parent, guardian or in some cases, the student. An exception to this rule is that such data may be disclosed if it is directory information of members of school sports teams and no restriction on disclosure has been submitted by the parent, guardian or, in some cases, the student. On the other hand, data in aggregate form held in a manner that does not permit re-identification of a particular student may be disclosed, such as an announcement that a certain percentage of the student body at a high school passed a certain PE test.

7. How do I obtain a written authorization to disclose protected health information?

Except for disclosures set forth in Section #5 above, you must obtain a written authorization from the student, parent, or legal guardian prior to disclosing the student's protected health information to another person or organization. For example, if you receive a request from another school district or from a college or technical school for a student's records that contain protected health information, you must get a written authorization from the student, or from the student's parent or legal guardian if the student is under 18 years old, not emancipated or not legally permitted to consent to medical treatment, before you release any protected health information. [If the request is from a federal or state agency or court of law you must send the request to the Office of the General Counsel immediately.]

In order to obtain a written authorization, have the student, parent or legal guardian, as appropriate, complete and sign the District's form "Authorization to Release Protected Health Information." A copy of the form is attached to this policy. **The District's authorization form must be completed** regardless of whether you receive another authorization form with the request for the student's protected health information. The District's authorization form must be completely filled in and signed. Unless the disclosure is expressly permitted by Section #5, you cannot release any protected health information until you have the District's authorization form fully completed and signed by the student, the parent or the legal guardian (as appropriate).

Once the District's authorization form is completed and signed, you can only release the information stated in the form to be disclosed, and in no event can you disclose more information than was requested. For example, if the student's file contains protected health information for school years 1999-2002 and you receive a request for a student's health information for school years 1999-2002, but the authorization is only to release information for school year 2001-2002, you may only release the information for school year 2001-2002. On the other hand, if you receive a request for a student's health information for school years 2001-2002, but the authorization is to release all health information, you may still only release the health information for school years 2001-2002.

8. What other steps must be taken when protected health information is disclosed?

You must keep a record of each time you use or disclose a student's protected health information. Therefore, each time you receive a request for PHI, put a copy of the request in the student's file. If the request must be sent to the Office of the General Counsel for response (See #5 above), make a copy of the request and place the copy in the student's file prior to sending the request to the Office of the General Counsel. If you obtain a written authorization to release the information, put a copy of the written authorization with the original request. You do not need to keep track of disclosures of a student's protected information if you give the PHI directly to the student, or the student's parent or legal guardian.

9. Where can I go for further information?

You should call the Office of the General Counsel at (213) 241-7600 if you have any questions or concerns about how to handle a student's protected health information. In addition, if you have any information about possible violations to this policy or the unauthorized use or disclosure of a student's protected health information, you should contact the Office of the General Counsel. You will not be penalized in any way for reporting such information.

Please be aware that the District is adopting this policy to comply with state and federal law, and is making it available for informational purposes only. This policy is not intended to provide you, or anyone else, with any rights, remedies, claims or causes of action whatsoever.

DATA USE AGREEMENT ATTACHMENT D:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF EMPLOYEE RECORDS

From time to time, the District and its employees receive requests for access to private information about an employee. This private information consists of both Personnel Records and Employee Information.

This policy must be followed any time there is a request for access to, or the possibility of the “disclosure” of the contents of an employee’s Personnel records or Employee Information. As used in this policy, “disclosure” means, “to permit access to or the release or other communication of information contained in employee records, by any means, including oral, written, or electronic.” Please note that improperly disposing of Personnel Records or Employee Information can constitute a “disclosure” under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether employee Personnel Records or Employee Information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy. Failure to follow these policies may result in discipline, including termination.

Some Personnel Records must be kept by the District indefinitely unless microfilmed or otherwise stored. For more information about these, check with Personnel. The laws relating to the privacy of employee information come from many sources, including state and federal statutes. In ordinary situations, the State law applies to situations dealing with the privacy of the District’s employee records. This is different from agency to agency, depending on the level of Federal control over the agency’s day-to-day activities. Because the federal government does not exercise a great deal of control over the day-to-day operations of the District, state law applies, even though the District receives federal funding. If you have any questions about which laws apply, please direct them to the Office of the General Counsel.

1. Are Personnel Records private?

Personnel Records are records kept by the District that may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, attendance or disciplinary action. It is the policy of the District to maintain the privacy of Personnel Records. District employees are permitted to view their own records under certain circumstances, as outlined below. Other District employees are permitted access to these records only where necessary to perform their job. Vendors are permitted access to these records when the information is required to provide services to the employee or District. When protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances, and that the vendor keep the information strictly confidential.

2. Is Employee Information private?

Employee Information is information retained by the District about an employee that is not contained in an employee folder. Employee Information includes lists, reports or data on computer systems that are used by other departments or vendors to provide employees services such as payroll, healthcare and Workers’ Compensation. Some types of Employee Information are protected, other types are not. Employee Information such as an employee’s name, position, work phone number or workplace location is a matter of public record and not protected by law. However, Employee Information is protected by this policy when, if released, it could result in an unwarranted invasion of an employee’s personal privacy. Information of this sort is of a personal nature, with no relation to an employee’s work duties or functions. Examples of this kind of “protected Employee Information” include an employee’s home address, phone number, social security number, marital status, parental status, salary information, disciplinary information and other types of information of this nature. Although these are not “personnel records,” it is the policy of LAUSD to maintain the privacy of this type of employee information except when this information must be accessed by employees of the District in order to perform their job functions, or by vendors requiring the information to provide services to the employee or the District. When this protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances as determined by the District Information Security Coordinator, and that the vendor keep the information strictly confidential. **If you are unsure as to whether this information is protected,**

contact the Office of the General Counsel prior to providing this information to anyone outside the District.

3. Are there any other circumstances where Personnel Records or Employee Information may be released without employee consent?

Under some circumstances required by law, Personnel Records and/or Employee Information, even protected employee information, must be disclosed. An example would be where the names, telephone numbers, and last known addresses are requested in a subpoena arising out of a lawsuit with the District or a third party. All requests for Personnel Records or Employee Information from any internal or external party who does not require that information as part of their normal job function must be forwarded immediately to the Office of the General Counsel. In certain circumstances, such as when subpoenaed, information may be released unless the employee takes action in court or otherwise to prevent it from being released.

4. What kinds of Personnel Records does the District keep?

The District keeps several types of Personnel Records across multiple organizations within the District. There are five basic categories of personnel information: Service Information, Salary Allocation Information, Employee Relations Information, Health Information, and Supervisor's

Information. Below are the types of records contained in each category. Most of these records are accessible to employees on an appointment basis by the office that keeps the folder. The records that are not accessible are marked with an asterisk (*). These records can be described, to the extent possible, to the employee upon request.

A. Service Information (Employee Relations Department)

1. Applications for employment or reinstatement
2. Certification of citizenship and age
3. Requests for change in classification
4. Correspondence, including letters of reprimand
5. Credential material
6. Derogatory correspondence
7. Grievance Reports (final report)
8. Health approval forms
9. Leaves of Absence
10. Notices of unsatisfactory services or act
11. Oaths of allegiance
12. Performance evaluations, reports or commendations
13. References from inside District for initial employment
14. Report of notice of inadequate or unsatisfactory service
15. Resignations
16. Salary statements
17. Transcripts
18. Information from the Department of Motor Vehicles
19. Department of Justice, Criminal Background Check
20. Workers' Compensation Files
21. Attendance Records
22. Garnishments
23. * Placement files, university or college
24. * References from inside the District for initial employment (prior to 1965)
25. * References from inside the District for promotional exams
26. * References from outside the District

B. Salary Allocation Information (Salary Allocation Unit)

1. Application for Experience Credit

2. Application for Salary Point Credit
 3. District in-service class forms
 4. Official transcripts used for salary
 5. Record of point credit for university and non-accredited institution work
 6. Routine correspondence
 7. Supplemental claims
 8. Verification of previous experience
- C. Employee Relations Information (Employee Relations Department) Materials are released only to the Superintendent or his/her designated representative; they are not released to the examination committees, school principals, or supervisors.
1. Court records, conviction statements and related correspondence
 2. Derogatory correspondence from inside and outside the District (subject to Education Code 44301)
 3. Complaints and files under Board Rule 133
 4. Medical appeal correspondence
 5. Correspondence, including letters of reprimand
 6. Subpoenas
 7. * Arrest statements, police reports and fingerprints reports
- D. Health Information (Coordinator, Employee Health)
1. Correspondence
 2. Medical health record
 3. Medical reports
 4. Dependents' Information
- E. Supervisor's Information (Your Supervisor)
1. Evaluations and Performance Expectations
 2. Records relating to performance expectations
 3. Derogatory correspondence from inside and outside the District (subject to Education Code 44031)

5. What do I do if I believe employee private personnel records and/or employee information have been released?

Tell your supervisor immediately. If you are a supervisor immediately notify the Office of the General Counsel if you believe any records relating to employees have been released inadvertently. There are strict laws relating to notice that must be followed, and failure to properly notify the proper party may result in disciplinary action, including but not limited to termination.

6. When should I contact the Office of the General Counsel?

As stated above, you should contact the Office of the General Counsel if you believe there has been a release of protected employee information, if there is a subpoena or Public Records Act request, if you receive unsubstantiated negative or inflammatory anonymous information about an employee, or if copies of, or access to, records are requested by a law enforcement agency.