

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of February 10, 2023, between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE LOS ANGELES CAMPUS

10889 Wilshire Blvd., Suite 700
Los Angeles, CA 90095-1406
Attention: Flora O’Brien, CRA
TELEPHONE: (310) 206-0807
EMAIL: flora.obrien@research.ucla.edu

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 November 1, 2022 through November 30, 2025.
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/Overview of Services**, 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.

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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 certifies 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 AMOUNT

5.1 The District shall pay the Contractor a Fixed Unit Rate basis in accordance with **Exhibit B, Schedule of Services and Prices**, 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 outlined in Exhibit D, 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.

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 applicable provisions of LAUSD's Contractor Code of Conduct, attached hereto as **Exhibit C** and made a part hereof, pertaining to conflict of interest. To the extent it is legally able to do so, 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.

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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, during Contractor's normal business hours, all of the books, records and documents related to the performance of this Agreement, 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. District shall provide Contractor with reasonable advance written notice of any request for audit and inspection of records. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District or as agreed to between District and Contractor for any extension of period. 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 reasonable access to Contractor's offices during normal business hours, 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. To the extent Contractor is legally able to do so, this Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, which are clearly marked or identified in writing as confidential or proprietary in nature or if orally disclosed, reduced to writing by disclosing party within thirty (30) days of disclosure ("Confidential Information") 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.

The receiving party shall not consider information disclosed to it by the disclosing party as Confidential Information such information which: (a) is now public knowledge or subsequently becomes such through no breach of this Agreement; (b) is rightfully in the receiving party's possession prior to the disclosing party's disclosure as shown by written records; (c) is disclosed to the receiving party by an independent third party who, to the best of the receiving party's knowledge, is not under an obligation of confidentiality for such information to the disclosing party; (d) is required to be disclosed by law; or (e) is independently developed by or for the receiving party without benefit of Confidential Information received from the disclosing party as shown by written records.

Notwithstanding the foregoing, Contractor, as part of the University of California system, the University is subject to certain State regulations and resolutions regarding access to its records. Based on this, the University maintains a publicly accessible listing of all awards and this Agreement could be subject to release according to the California Public Records Act and will not be deemed as breach of agreement. Exceptions will be those elements that meet the exceptions set forth in California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary".

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The University shall not in any way be liable or responsible for the disclosure of any such records, including without limitation, those so marked, if disclosure is required by law, or by any order issued by a court of competent jurisdiction.

- 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 marked as Confidential Information. 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 issue or cause to be disseminated through any press release, public statement, or marketing or selling effort any such publicity 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. The Contractor will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder. Contractor will furnish District with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication. Upon written notification by District, Contractor agrees to delete any of District's Confidential Information and/or to delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.
- 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:

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- 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 §6520, 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/Overview of Services; (4) Exhibit B, Schedule of Services and Prices; (5) Request for Proposal No. 2000002602, issued June 3, 2022 and all addenda thereto; and (6) Contractor's Proposal, dated June 28, 2022.

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.

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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 certifies 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 certifies the 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, or anyone employed directly by it. The aforementioned duty to indemnify, defend and hold harmless shall be only in proportion to and to the extent of the acts or omissions of Contractor, its officers, agents and employees.

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, or employee. The aforementioned duty to indemnify, defend and hold harmless shall be only in proportion to and to the extent of the acts or omissions of Contractor, its officers, agents and employees.

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, or agent. The aforementioned duty to indemnify, defend and hold harmless shall be only in proportion to and to the extent of the acts or omissions of Contractor, its officers, agents and employees.

21.1.4. 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 or agent.

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. The aforementioned duty to indemnify, defend and hold harmless shall be only in proportion to and to the extent of the acts or omissions of Contractor, its officers, agents and employees. 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.

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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:

- Sexual Abuse and Molestation Coverage
\$1,000,000 per occurrence/aggregate
- Cyber Liability Coverage
\$1,000,000 per occurrence/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 its Board of Education 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 applicable 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.

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23. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code § 45125.1, and perform the following acts:

23.1. Require all current and subsequent agents and employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the “CADOJ”).

23.2. Prohibit agents and employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the individual has not been convicted of a felony as defined in California Education Code § 45122.1.

23.3. Certify in writing, using the District’s fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor’s agents or employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code § 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

23.4. Provide a list of the names of Contractor’s agents and employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for Contractor staff changes and shall list agents and employees by appropriate school site.

23.5. The District may require the Contractor and its agents and employees who may have contact with pupils to submit to additional background checks at the District’s sole and absolute discretion to the extent the Contractor is legally able to do so.

24. TUBERCULOSIS CLEARANCE. Contractor will prohibit any agent or employee of Contractor from entering a District school site until Contractor has submitted to 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. VENDOR COVID-19 VACCINATION REQUIREMENT. Effective November 15, 2021, all vendors who may visit any District school site or facility and/or may come into contact with District students or staff must be fully vaccinated against COVID-19. For purposes of this requirement, the term “vendors” refers to employees/hired staff, agents, contractors, partners, subcontractors, and representatives of the District’s vendors and contractors.

Prior to providing any such services on or after November 15, 2021, Contractor’s authorized representatives must certify compliance in the Supplier Portal at <https://vendors.lausd.net/irj/portal>. Additional information is available at <https://achieve.lausd.net/Page/3904>.

29. 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.



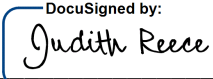
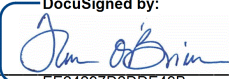
To Contractor: Regents of the University of California on Behalf of the
Los Angeles Campus
10889 Wilshire Boulevard, Suite 700
Los Angeles, CA 90095-1406
Attention: Flora O'Brien, CRA
Phone: (310) 206-0807
Email: flora.obrien@research.ucla.edu

To LAUSD: Carol Alexander
Division of Instruction
333 S. Beaudry Avenue, 25th Floor
Los Angeles, CA 90017
Email: carol.alexander@lausd.net

With a copy to: LAUSD
Procurement Services Division
Chief Procurement Officer
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
Email: judith.reece@lausd.net

[SIGNATURE PAGE FOLLOWS]

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

-DISTRICT-	-CONTRACTOR-
<p>LOS ANGELES UNIFIED SCHOOL DISTRICT</p> <p>LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>Initialed by  _____ Ericka King</p> <p>Initialed by  _____ Kent Huang for Yvette Merriman-Garrett</p> <p>By  _____ F:799964C6CD74AE Judith Reece, Chief Procurement Officer</p> <p>Dated <u>2/22/2023</u></p>	<p>REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE LOS ANGELES CAMPUS</p> <p>By  _____ EE24297D2DDE49B... Flora O'Brien (Print Name)</p> <p>TITLE <u>Senior Contract and Grant Officer</u></p> <p>Fed. I.D. #: <u>95-6006143</u></p> <p>Dated <u>2/12/2023</u></p>

LOS ANGELES UNIFIED SCHOOL DISTRICT
College Access Planning and Reporting (“Re-fresh”)

EXHIBIT A
STATEMENT OF WORK / OVERVIEW OF SERVICES

The Los Angeles Unified School District seeks established vendors with substantial experience providing College Access services and resources to students in middle and high schools and their parents devised to help overcome internal and external barriers to college attendance and enhance confidence in their capacity to acquire a college education. In particular, the District requires access to a range of college access tools, resources, materials and options to support students who would represent the first generation of their family to go to college and students in targeted populations (e.g., underserved students in higher education, current or former foster youth, students who are or have experienced homelessness, English Language Learners, students receiving Special Education services and students experiencing poverty). Any contract(s) resulting from this Request for Proposal (RFP) will be for the provision of direct services to schools and school communities, and District personnel working with schools, concomitant with that goal. College Access services will, by default, employ various modes of delivery including virtual online synchronous and asynchronous and address the particular needs of different grade spans and student/parent populations. The intent is to provide school principals and District staff the option of selecting from a range of pre-established College Access service provider resources of varying length of time, specificity and price to find the service that suits their students’ and parents’ needs best. Proposers may submit proposals to offer any variety or combination of College Access services, for example:

- SAT / ACT / AP test preparation
- College tours and exposure (including virtual tours)
- Family communications, planning, materials, training and capacity-building
- Family leadership and support for high academic success
- Family workshops in home language
- College research and application assistance
- Financial guidance including Federal and State aid and scholarships
- Career surveys and college matching
- Life skills and self-advocacy)
- Peer and near-peer mentoring

Through thorough evaluation, the District will identify that combination of providers whose services, cumulatively, will meet the full spectrum of College Access requirements for students of varying grade spans, experiences, academic achievement, and categories of need. In whatever form, College Access services should demonstrate the following characteristics and attributes:

- Sustained support in primary language when needed, flexibility and keen sensitivity to the needs and concerns of students and their parents regardless of status

Agreement No. 4400010806

Regents of the University of California on Behalf of the Los Angeles Campus

- Mechanisms to provide students with positive feedback and rewards for achieving milestones;
- Fostering and supportive personnel who build relationships and help youth and their families prepare for change;
- Flexible, engaging and interactive online platform, if offering virtual services
- Strong partnerships with organizations, businesses and individuals who know the community and families;
- Excellent communications and engagement with the full spectrum of stakeholders;
- Design and production of engaging, accurate and relevant resources and materials for stakeholders
- Leveraging of parent-to-student and peer-to-peer strategies, healthy behavior modeling, and stress reduction;
- Relevant and timely reporting on program efforts, challenges and achievements;
- A process for evaluation of the effectiveness of the College Access program.

EXHIBIT A

STATEMENT OF WORK / OVERVIEW OF SERVICES

PROGRAM COMPONENTS

UCLA's Early Academic Outreach Program has over 40 years of experience providing college access services to the greater Los Angeles area.

UCLA EAOP operates under five core services: College Knowledge, Academic Advising, Financial Aid, Family and Community Engagement and Enrichment. Note that DCAC provides the following services for all seniors at their school site not just the EAOP cohort.

College Knowledge

i EAOP participants, their families and the educators in EAOP partner schools receive timely and appropriate information to prepare for, or to assist more students in preparing for, a postsecondary education. Most of our EAOP students will be the first in their families to go to college. In addition, they often attend schools that lack a college-going culture. College knowledge activities are intended to show students and their families and educators the value of a college education and how to prepare. We seek to promote a college-going culture in the family and surrounding community as well as in the schools.

- **Students:** This category includes general college and application preparation. It illustrates how we promote personal development, enhance leadership and help students acquire tools and habits for postsecondary success. The overall purpose is, of course, to encourage students to apply to college.
- **Families and Parents/Guardians:** Family and community events are created to engage families in supporting students to prepare for highly selective institutions like UC.
- **Schools and Educators:** This category includes practices that build the knowledge and capacity of schools and educators to help more students prepare for, apply to and enroll in postsecondary institutions.

Academic Advising

i Academic advising is the cornerstone of EAOP. Students and families need help making an academic plan for high school that will lead them to postsecondary achievement and career success. Early interventions can make a critical difference in helping students to improve their academic performance. The advising component includes support for students in completing their requisite A-G roster of courses. Educators and advisers conduct real-time analysis of the steps students need to take to become competitive applicants. This work ideally takes place in a one-on-one format but can also be done in small group sessions.

Financial Aid

i Working with students to educate them about financial aid is one of EAOP's most significant roles. Once students understand the basics, EAOP staff members will help them to fill out the application. They might work individually with a cohort senior in a target high school, or on a group level at a large-scale district event with hundreds of non-cohort students and parents/guardians.

Family and Community Engagement

i EAOP will provide information and resources to families and community-based organizations to support participants in their college preparation efforts. In addition, EAOP will encourage each participant to engage in activities and services that will allow them to become knowledgeable about highly selective institutions like the University of California.

- Parents/Guardians: Information should include tips on how to prepare students to become eligible/competitively eligible for post-secondary education.
- Community Partners: Services can be provided to participants at community organizations in order to reach a wider level of parent/guardians.
- School Administrators: Information about college admission requirements and deadlines, should be provided to schools in personable, small group settings.

Enrichment

i The goal of EAOP enrichment activities is to provide students access to programs/activities that they would otherwise not be able to experience. These leadership activities will expose students to a college setting or facilitate other enrichment goals.

EAOP offers academic preparation programming to expand students' knowledge and mastery of rigorous coursework. In addition, students participate in enrichment programs and services that expose them to essential academic experiences to support their post-secondary success.

UCLA's Early Academic Outreach Program can provide LAUSD partners with the following services:

Staffing

Destination College Adviser Fellow:

A DCAC College Adviser Fellows (CAF) is a full-time staff member that is placed at a partner high school within the Los Angeles Unified School District to support the college going culture at a school. College Adviser Fellows participate in a month-long training and are equipped with skills to be student centered, data driven and improve post-secondary outcomes for students. Our CAFs engage in one-to-one, small group, classroom, and whole school efforts to promote college access and help students pursue their post-secondary goals. A CAF carries out services using the DCAC program model that supports the entire senior class during their college going process and an EAOP cohort that is selected in 9th grade and followed up to their senior year. Services can include recruiting and mentoring EAOP cohort, supporting school-wide college preparation activities and providing students with academic advising, college application assistance, financial aid application support, scholarship application support and support with SAT/ACT preparation/registration.

Site Coordinator:

A Site Coordinator will work at least once a week at a partner school site to oversee and implement components of the UCLA Early Academic Outreach Program. Site Coordinators work in a team environment, as well as, independently to impact and build an academic community that promotes a college-going culture in the schools and in the community. Responsibilities include, but are not limited to, recruiting and mentoring EAOP cohort students, providing college access support to cohort students, and providing limited school wide support through underclassmen presentations and senior-wide application workshops.

Summer Melt (Fellow):

The UCLA Early Academic Outreach Program (EAOP) will partner with the Los Angeles Unified School District (LAUSD) by providing College Adviser Fellows (CAFs) to assist graduating seniors successfully transition to college. In collaboration with school site personnel, CAFs will work part-time throughout the summer to conduct phone calls, send text messages, set up in-person and virtual meetings to help students and their families review financial aid packages, understand and complete required tasks, and navigate social/emotional barriers that may inhibit enrollment.

Bruin Adviser:

A Bruin Adviser is a part-time undergraduate staff member who will work under the general supervision of a Site Coordinator to support the implementation of the UCLA Early Academic Outreach Program (EAOP) at a partner high school. Bruin Advisers are responsible for providing one-on-one advising, group workshops and classroom presentations to their EAOP cohort. Bruin Advisers are provided an in-depth training on transcript evaluation, the four systems of higher education, UC/CSU admissions and validation, and student advising to support their cohort in becoming competitive college applicants.

Bruin Tutor:

A Bruin tutor is a part-time undergraduate staff member who works under the supervision of a Tutoring Supervisor to support the academic performance of students at a partner school within the Los Angeles Unified School District. A tutor will provide academic support in either English or Math in small groups of 3-5 assigned students or individual tutoring sessions with their assigned students. Tutors are assigned a mentor teacher for the academic year and work collaboratively to develop a plan of action to monitor the academic progress of assigned students. Tutors are responsible for collecting data around student progress and monitoring their progress to report to mentor teachers or parents.

High School Services

College Application Services

PIQ/Extracurricular Activities Presentation:

Participants will learn how to choose and write the UC Personal Insight Questions in order to effectively capture their life experiences, interests and extracurricular activities. The staff will provide an in-depth analysis of each PIQ and sample responses to provide a greater understanding of how to properly formulate a successful PIQ response. A UCLA Admissions Reader who will provide valuable insight on how to make a student's UC application stand out and help illustrate the context of their school and community will lead presentations. The presentation will also dive into the different categories within the extracurricular activities and awards section of the UC application and how to effectively display the qualities of a well-rounded student.

Extracurricular Activities Presentation:

Participants will learn the importance of participating in extracurricular activities to help them be competitive candidates for any school of their choice. They will be exposed to the different forms of extracurricular activities, such as joining a club/sport, volunteering, working, participating in a summer internship program and/or being a part of an educational preparation program such as EAOP. In addition, students will gain insight into the different skills that can be developed through their involvement such as leadership, responsibility, initiative, and dedication. Participants will walk out of this presentation understanding the ways being involved can enhance an applicant's profile for college applications, internships, and beyond.

College Application Workshop:

Seniors can expect to be guided in a step-by-step walkthrough of their college applications which may include the UC, CSU, or Common Application. From creating an account, choosing which campuses and major(s) to apply to, and correctly inputting academic history, a UCLA EAOP staff member will help participants navigate through this process. Recent changes to the application process will be addressed, if applicable, to provide participants with the most up-to-date information. Applicants will also be given the opportunity to ask individualized questions in order to cater to the needs of each individual.

Commuter Bootcamp:

This workshop is designed for rising seniors to get a head start on their college application. Hosted on the school campus, students will receive group and one-one-assistance by EAOP staff on how to complete their college applications. During this session, students can expect to begin working on their applications, while learning about the important aspects of the UC and CSU application process. This will include selecting campuses and major(s), writing descriptions for activities and awards that took place during a student's high school years and writing and editing personal insight questions. At the end of the bootcamp, students will have completed a significant portion of their applications and understand how to submit their application.

College Knowledge Presentations:

These 1 hour to 1.5-hour presentations, introduce students to college fundamentals, financial aid, and the college application process. Presentations include but are not limited to: 4-Systems of Higher Education, Building your College List, College Fundamentals, CA Dream Act Walk Through, CSU Walkthrough, FAFSA Walkthrough, Financial Aid Overview, Navigating College Like a Pro, Getting Ready for APs, Importance of Extracurriculars, Majors & Careers, Professional Development, Summer Programs and Summer Opportunities.

Financial Aid Services

Financial Aid Overview:

Participants will receive a presentation that will unpack the financial aid application process. EAOP staff will detail the requirements for the free application for Federal Student Aid (FAFSA) and the Dream Act Application and the necessary documents needed to complete the application. By the end of the presentation, participants will understand the four types of financial aid and whether they qualify for aid to help cover the cost of college.

Award Letter Overview:

Participants will receive information on the components of a financial aid package, including grants, scholarships, work-study, and loans. EAOP staff will provide a multitude of examples of financial aid award letters from the UC, CSU, and Private Universities. At the end of the presentation, participants will be able to evaluate and compare financial aid award letters to determine the college/university that best fits students' financial needs.

FAFSA or Dream Act Application Workshop:

EAOP staff will conduct a step-by-step workshop for students on how to complete the Free Application for Federal Student Aid (FAFSA) or California Dream Act Application (CADAA). EAOP staff will be available to provide support for students and families with unconventional cases, answer individualized questions, and assist with the online completion of the FAFSA/CADAA. Participants will receive the following support: 1) Create an FSA ID/ CADAA Login, 2) Complete Student Demographic Section, 4) Add Colleges/Universities, 5) Complete Parent Demographic Section, 6) Complete Parent and Student financial information, 7) Sign and submit FAFSA/CADAA.

Understanding and Applying to Scholarships:

EAOP staff will conduct a presentation that will review the importance of applying to scholarships in order to help low-income families alleviate the cost of college. Participants will learn about the difference between need-based scholarships and merit-based scholarships. They will learn how grades, courses, academic rigor, leadership,

extracurricular activities, and career choices can affect the number of scholarships they can apply to and ultimately win. In addition, EAOP staff will provide students with a general overview of common information that is requested by scholarships such as demographics and personal statements prompts. Participants will walk out of this session understanding how to access scholarships through different search engines and how to strategize for multiple scholarships.

Underclassmen Presentations & Workshops

Junior Assessment (No Transcripts):

This session is designed for 11th grade students that are at the top of their high school and whose records indicate they meet the minimum qualifications for UC or CSU admission. The session will be delivered in a presentation format and serve as a forecast to senior year. All participants will receive an overview of college application season, the financial aid application process, general advice on course selection for senior year, and how to apply to summer academic programs. Participants will walk out of this session understanding the difference between an eligible and competitive applicant.

Junior Assessment (Transcript Review):

This session will allow for participants to meet with a UCLA EAOP/DCAC representative for short one-on-one check in prior to the presentation starting. During this meeting, each participant will receive a personalized transcript evaluation that assesses their eligibility for college based on the UC and CSU admissions guidelines. Participants will walk out of this session understanding their eligibility for both systems and personalized advice on how to be a competitive applicant for any school of their choice.

Junior University Prep:

This one-day (6-hour) session invites 11th grade students will participate in a bootcamp-like introduction to college application season. This event can be customized with the client, but generally could include the following sessions: application overview workshops for the UC, CSU and Common App; financial aid overview (including registering students with their FSA ID), college list building, extracurriculars/resume workshop, and/or PIQ workshop. Participants will walk out of this event with a head start on the college-going process.

College Knowledge Presentations:

These 1 hour to 1.5-hour presentations, introduce students to college fundamentals, financial aid, and the college application process. Presentations include but are not limited to: 4-Systems of Higher Education, Building your College List, College Fundamentals, CA Dream Act Walk Through, CSU Walkthrough, FAFSA Walkthrough, Financial Aid Overview, Navigating College Like a Pro, Getting Ready for APs, Importance of Extracurriculars, Majors & Careers, Professional Development, Summer Programs and Summer Opportunities.

Sophomore Assessment:

This session is designed for 10th grade students that are at the top of their high school and whose records indicate they meet the minimum qualifications for UC or CSU admission. The session will be delivered in a presentation format and serve as an opportunity for students to learn how they can prepare to be competitive applicants for the UC, CSU and private universities. All participants will receive an overview of course requirements to ensure they are on track for admissions, guidance on how to prepare for the financial aid application process, and information on enrichment opportunities to enhance their academic resume. Participants will walk out of this session understanding how to prepare for college beyond the minimum requirements.

Summer Programs Workshop:

This session will allow participants to learn how summer programs can help them develop skills, gain exposure, and boost their resume or college application. Participants will walk out of this session with knowledge of various summer programs, their deadlines, application process, and be able to receive support on how to apply to them.

Middle School Services

College Knowledge Presentations:

This session will introduce middle school students to college fundamentals and high school, such as A-G coursework, the 4-Systems of higher education, types of degrees, and career options following high school graduation.

Participants will walk out of this session with a baseline understanding of the college-going process and how to have a successful start to their high school education.

Family Engagement Services

**Presentation can be conducted in Spanish or English*

Financial Aid Overview:

In this session, we will provide families with the skills and resources to feel confident in their financial planning for college. Families will receive detailed information on how to apply for financial aid and the components of a financial aid package. By the end of the session, families will have a better understanding of their financial aid eligibility, the financial aid application, and additional resources to pay for college.

College Knowledge Presentations:

These presentations introduce families to college fundamentals to increase engagement and understanding of higher education. Presentations include, but are not limited to: 4-Systems of higher education, Becoming a Competitive Applicant, Financial Aid & Scholarships and Next Steps After SIR.

FAFSA or Dream Act Workshop:

EAOP staff will conduct a step-by-step workshop on how to complete the Free Application for Federal Student Aid (FAFSA) or California Dream Act Application (CADAA). EAOP staff will be available to provide support for complex scenarios, answer individualized questions, and assist with the online completion of the FAFSA/CADAA. Participants will receive the following support: 1) Create an FSA ID/ CADAA Login, 2) Complete Student Demographic Section, 4) Add Colleges/Universities, 5) Complete Parent Demographic Section, 6) Complete Parent and Student financial information, 7) Sign and submit FAFSA/CADAA.

Parent Ambassador:

This 2-day program provides families with an in-depth understanding of the college admission process, financial aid process, and other college-related information needed to support their student's pursuit of higher education. The program is designed to equip parents with the skills needed to promote college knowledge and financial aid literacy among their school and community. The training provided in the program includes: an overview of the 4 systems of higher education, financial aid, college application process, and more. By the end of the program, families will have the skills and knowledge needed to feel confident and empowered to increase college readiness at home and their community.

Parent Ambassador (Weekend at UCLA):

This 2-day, 1-night residential summer program will be held at UCLA and provide families with an in-depth understanding of the college admission process, financial aid application process, and other college-related information needed to support their student's pursuit of higher education. The program is designed to equip parents with the skills needed to promote college knowledge and financial aid literacy among their school and community. The training provided in the program includes: an overview of the 4 systems of higher education, financial aid, college application process, and more. By the end of the program, families will have the skills and knowledge needed to feel confident and empowered to increase college readiness at home and their community.

Enrichment Services

Saturday Academy:

Saturday Academies provide supplemental enrichment opportunities in academic areas such as math, English, science, and social studies. In collaboration with UCLA undergraduate and graduate student groups, campus departments, and/or instructors, EAOP provides hands-on learning activities to supplement students' learning. Some of the Saturday Academies that EAOP offers include, but are not limited to: Math and Science Academy, Writing Academy, and Social Justice Academy.

Major/Career Day:

With the support of community partners, this 1-day program provides students with exposure to various majors and careers. Throughout the day, students learn information on the education and skills required for specific careers/career fields. We work with the school site to organize the details and logistics to host an educational event that broadens students' knowledge of career possibilities.

Peer Counseling Training:

This 1-day training at the school site will provide an opportunity for students to understand college-going content that will help them to support their peers. Essential training includes transcript evaluation, application mechanics, and financial aid overview. In coordination with the client, sessions can be stacked and added to provide a longer training.

Professional Development for Educators

Parent Coordinator Training:

This 2-day training provides Parent Coordinators an in-depth understanding of the college-going and financial aid process. Coordinators will learn to differentiate between the 4 systems of higher education, a walkthrough of the financial aid applications, how to evaluate transcripts, and share how students can be competitive applicants.

Full Day Teacher Academy at UCLA:

In order to build a college going culture, teachers are a crucial component in amplifying college access information and supporting students through social/emotional barriers. This 1-day training will take place on UCLA's campus and will provide LAUSD teachers techniques to support students through the college application process. This training includes understanding college access work, importance of extracurriculars, and supporting students through the process.

Leadership Retreat at UCLA Center in Arrowhead:

This 3-day, 2-night retreat at the UCLA Center in Arrowhead will provide a space to innovate, reflect, and collaborate around post-secondary opportunities for LAUSD students. Counselors and Administrators will work together to review data, engage in planning, and develop solutions to provide college and career opportunities for students.

Full Day Counselor In-Service at UCLA:

This 1-day counselor in-service on UCLA's campus will provide essential training to counselors from all LAUSD high schools that promote college access. Essential training includes transcript evaluation, financial aid, and utilizing data to strategize. Beyond training, these in-services will also provide opportunities for new counselors to develop relationships with our staff, experts in the field, and with more veteran counselors.

New Counselor Academy:

This 5-day program, built in alignment with the client’s need, will provide in-depth training to counselors new to college access. Essential training includes transcript evaluation, financial aid, data management, college application mechanics, family engagement, A-G coursework, and student advising.

Counselor In Service:

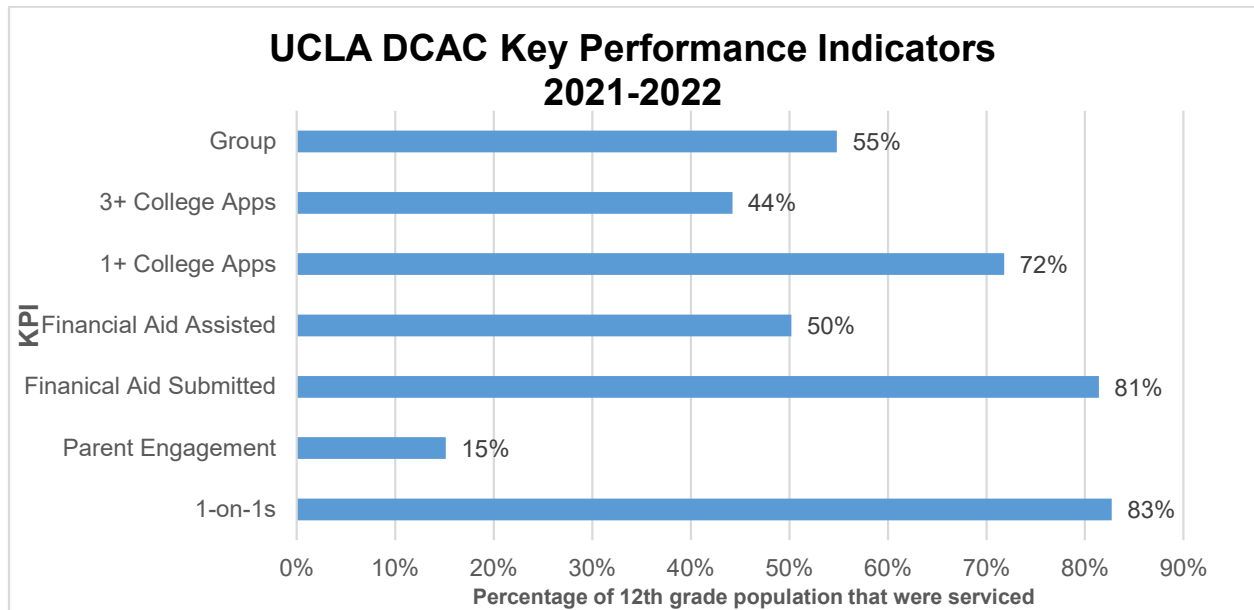
These 2-hour sessions can be stacked to provide longer training opportunities for professionals. Trainings can be differentiated between a beginner and advanced level and can include: Transcript Evaluation, CSU Admissions and Mechanics, UC Admissions and Mechanics, FAFSA Mechanics, Dream Act Mechanics, and Utilizing Data.

Increasing Cal Grant, A Recipients:

In this 1-day training, counselors and administrators will learn how to use data to target students just above and below the 3.0 Financial Aid GPA. Participants will learn how to calculate and re-calculate a Financial Aid GPA to assist students in targeted ways – either to boost their GPA or to maintain above a 3.0. In addition, participants will learn how to compare Financial Aid GPA between semesters to locate trends or discrepancies affecting their student population.

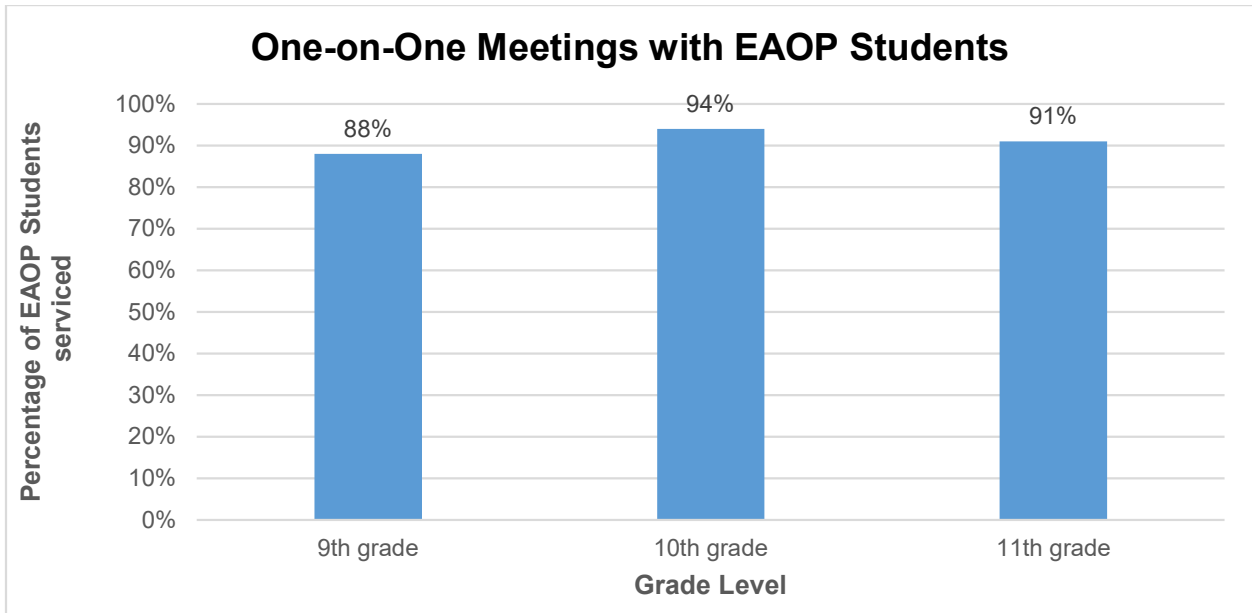
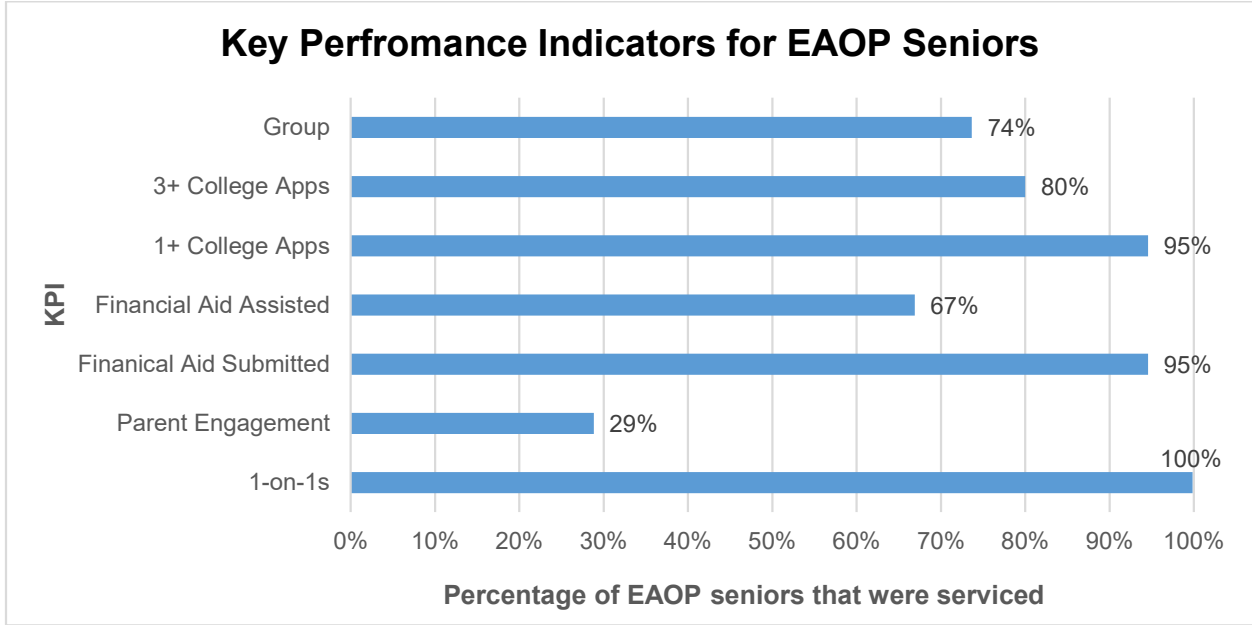
Program Effectiveness

Below is information that highlights our program’s effectiveness across all partner high schools. UCLA’s Destination College Advising Corps uses Key Performance Indicators (KPIs). Our KPIs serve as a metric to assess our success and effectiveness with our senior student population.



NOTE: The parent engagement data provided above does not reflect our ability to serve parents. Due to COVID-19 protocols, parent engagement was limited to a virtual setting. As a result, the number of parents served is lower than typical academic years.

Below is information that highlights our program’s effectiveness across all partner high schools with our EAOP cohort. UCLA’s Destination College Advising Corps has a cohort of students at each school that can range from 9-12th grade.



Program Plan Agenda Samples

Building Your College List (Virtual) Lesson Plan

Learning Goals	<ul style="list-style-type: none"> Students will learn about different factors that can affect college decision Students will understand certain financial considerations when choosing a college Students will be able to gauge their academic qualifications in comparison to the college's student profile Students will understand terms like dream, reach, target and safety Students will be able to successfully perform a college search
Accessing Prior Knowledge	<ul style="list-style-type: none"> Using the Zoom Chat, students will be asked what criteria they think they should or would consider when choosing a college Using the Zoom Chat, students will be asked if they know anyone who has attended college and why they chose that school
Assessments	<ul style="list-style-type: none"> Students will be asked questions in relation to CollegeBoard's Big Future website, to gauge understanding of how to start a college search

Day of Lesson Plan

Time <i>(60min)</i>	Outline (Agenda) Item	Resources/Materials
5min	Wait about 5 minutes for students to enter the Zoom Room. Staff will introduce themselves and the subject of today's presentation.	PPT
5min	Staff will have students answer the two questions in the Zoom Chat. As students are answering the questions they will read aloud some of the answers. <ol style="list-style-type: none"> <i>What criteria should you/would you consider when choosing a college?</i> <i>Do you know anyone who has attended college? Why did they choose their school?</i> 	PPT Zoom Chat
35min	Staff will present on slide 7 to help students understand the terms: dream, target, and safety school and how to identify schools into each category Staff will present on slides 8 to 20. Content in this section is split into three categories: Academics, Campus, and Resources Staff will go through each slide to dive deeper on questions students can ask themselves when considering a college	PPT
10min	Staff will then provide a list of resources that students can use to conduct research. Staff will model how to complete research by using CollegeBoard Big Future.	PPT CollegeBoard Big Future
5min	Staff will thank students for attending and ask that they complete the survey. They will stay behind to attend to any questions.	PPT Survey Questions

Sample Counselor In-Service Agenda

Day 1	Day 2
<p>9:00am – 9:15am: Arrive & Registration</p> <p>9:15am – 9:45am: Welcome</p> <p>9:45am – 11:15am: Transcript Evaluation Beginner & Advanced</p> <p>11:15am – 11:30am: BREAK</p> <p>11:30am – 12:15pm: Importance of Extracurriculars</p> <p>12:15pm – 1:15pm: LUNCH</p> <p>1:15pm – 2:15pm: Using MISIS for College Access Work</p> <p>2:15pm – 3:15pm: Table Talk – Family Engagement</p>	<p>9:00am – 9:30am: Arrive & Registration</p> <p>9:30am – 11:00am: Transcript Evaluation Beginners and Advanced</p> <p>11:00am – 11:15am: BREAK</p> <p>11:15am – 12:15pm: Your Choice</p> <ul style="list-style-type: none"> o Essay Writing (UCs) o Essay Writing (Privates) o Summer Programs o Concurrent Enrollment <p>12:15pm – 1:15pm: LUNCH</p> <p>1:15pm – 2:45pm: Financial Aid Beginner & Advanced</p> <p>2:45pm – 3:30pm: Using TES to Inform Practice</p>
<p><i>HW</i></p> <p><i>Download a list of junior students with borderline financial aid GPA</i></p> <p><i>1 Transcript Evaluation HW</i></p>	

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE LOS ANGELES CAMPUS

LAUSD College Access Planning and Reporting Proposal Submission

EXHIBIT B

SCHEDULE OF SERVICES AND PRICES

Category	*Unit	2022-2023	2023-2024	2024-2025
Staffing				
DCAC College Adviser Fellow	1 Full Time Person (Sept. to May)	\$31,500	\$31,500	\$31,500
EAOP Site Coordinator	1 Staff Member (20% Time)	\$30,000	\$30,000	\$30,000
Summer Melt	1 Fellow for 15 hours/week Weekly Rate	\$1500	\$1500	\$1500
Bruin Adviser	1 Bruin Adviser for 10hrs/week Weekly Rate	\$500	\$500	\$500
Bruin Tutor	1 Bruin Tutor for 10hrs/week Weekly Rate	\$500	\$500	\$500
Middle School Services				
College Knowledge Presentations	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
High School Services				
PIQ/Extracurricular Activities Presentation	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
Extracurricular Activities Presentation	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
College Application Workshop	1 Day Up to Six Sessions 30 Students Max Per Session	\$1200	\$1200	\$1200
Commuter Bootcamp	1 Day 5 Staff Members Cost Per Student up to 200 Students	\$50	\$50	\$50
College Knowledge Presentations	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200

Financial Aid Overview	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
Award Letter Overview	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
FAFSA or Dream Act Workshop	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
Understanding and Applying to Scholarships Presentation	1 Day Up to Six Sessions 30 Students Max Per Session	\$1200	\$1200	\$1200
Junior Assessment (Presentation Only)	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
Junior Assessment (Presentation + Transcript Evaluation)	1 Day Up to Five Sessions 40 Students Max Per Session 200 Transcript Evaluations	\$3800	\$3800	\$3800
Junior University Prep	1 Day 5 Rotating Presentation/Workshops 8 Staff Members 300 Students Maximum	\$5000	\$5000	\$5000
Sophomore Assessment	1 Day Up to Six Sessions 100 Students Max Per Session	\$1200	\$1200	\$1200
Summer Programs Workshop	1 Day Up to Six Sessions 30 Students Max Per Session	\$1200	\$1200	\$1200
Family Engagement Services <i>*Services can be provided in English and/or Spanish</i>				
Financial Aid Overview	1hr to 1.5hr 100 Participants Max Per Session	\$300	\$300	\$300
College Knowledge Presentations	1hr to 1.5hr 100 Participants Max Per Session	\$300	\$300	\$300
FAFSA or Dream Act Workshop	4 hours 2 Sessions 100 Participants Max Per Session	\$600	\$600	\$600
Parent Ambassador	2 Days 4 Staff Members 100 Participants Max Per Program	\$3000	\$3000	\$3000

Parent Ambassador (Weekend at UCLA)	2 Days 1 Night 4 Staff Members Cost Per Person 25 Participants Minimum and 50 Maximum Per Program	\$1300	\$1300	\$1300
Enrichment Services				
Saturday Academy	1 Day 4 Staff Members 200 Students Maximum	\$3000	\$3000	\$3000
Major/Career Day	1 Day 4 Staff Members 200 Students Maximum	\$3000	\$3000	\$3000
Peer Counseling Training	1 Day 2 Staff Members 30 Participants Max	\$2000	\$2000	\$2000
Professional Development for Educators				
Parent Center Coordinator Training	2 Days 4 Staff Members 100 Participants Max Per Program	\$3000	\$3000	\$3000
Teacher Academy at UCLA	1 Day 6 Staff Members 100 Participants Max Per Program	\$30,000	\$30,000	\$30,000
Leadership Retreat at UCLA Center in Arrowhead	3 Days 2 Nights 6 Staff Members Cost Per Person 25 Participants Minimum and 50 Maximum Per Program	\$2000	\$2000	\$2000
Counselor In-Service at UCLA	1 Day 6 Staff Members 100 Participants Max Per Program	\$30,000	\$30,000	\$30,000
New Counselor Academy	5 Days 4 Staff Members 30 Participants Max Per Program	\$10,000	\$10,000	\$10,000
Counselor In-Service	2 hours 30 Participants Max Per Program	\$400	\$400	\$400
Increasing Cal Grant A Recipients	1 Day 2 Staff Members 30 Participants Max	\$1200	\$1200	\$1200

* 1 Day = no less than 6 hours

* Half Day = no less than 3 hours

* Unless otherwise stated 1 Staff Member will be available for all services



EXHIBIT C

LOS ANGELES UNIFIED SCHOOL DISTRICT **Contractor Code of Conduct** *(adopted 11/02, revision 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.

Agreement No. 4400010806

Regents of the University of California on Behalf of the Los Angeles Campus

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://home.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

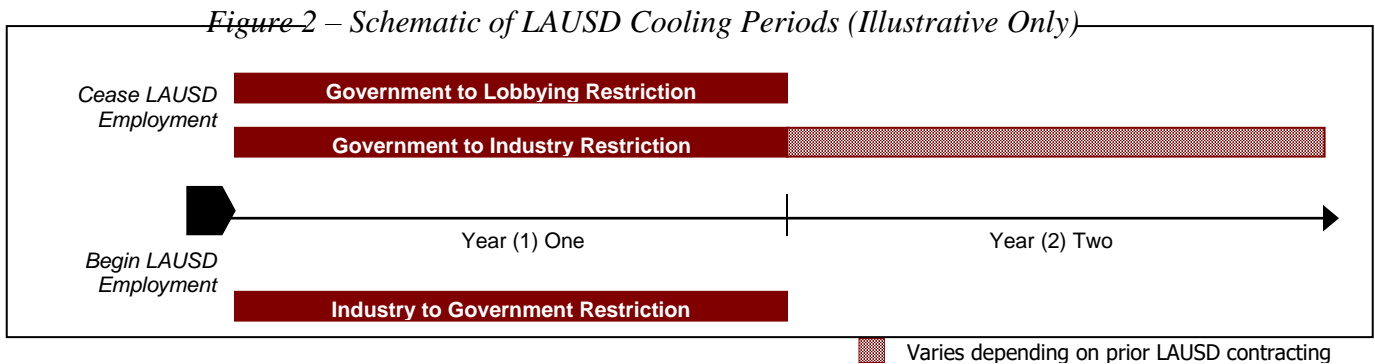
(3) It’s the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

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:



(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.

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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/Page/14037>). 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*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *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*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *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*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *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
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*

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- I. Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. 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*
- M. 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

- N. 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.*
- O. 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.*
- P. Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. 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*
- R. Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
- S. Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. 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*

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- U. *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

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *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.

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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.

EXHIBIT D

CONTRACTOR INVOICE REQUIREMENTS

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,