

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of October 27, 2022, between

**UPTOWN STUDIOS**  
P.O. Box 189473  
Sacramento, CA 95818  
Attention: Tina Reynolds  
CELL PHONE: (916) 599-2504  
EMAIL: [tina@uptownstudios.net](mailto:tina@uptownstudios.net)

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.

Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

## 5. CONTRACT 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, or as agreed by the parties. The process for ordering services begins with Contractor, at the request of a school or office, submitting a quotation based on the services and costs in Exhibit B, upon which the requesting school or office will confirm an order, if any, by issuance of an approved purchase order identifying this Agreement's LAUSD identification number shown at the bottom of this page, to the Contractor. This is a zero-dollar based contract. The District makes no representation that any minimum amount of services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee that any minimum number or dollar amount of purchase orders will be issued un this Agreement. Contractor shall only be obligated to provide, and the District will only be obligated to pay for, those services described in a written District purchase order, bearing the signature of the District's Chief Procurement Officer. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the District Administrator or designee. 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 to the location identified below, and (c) itemize services, 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 requests. Late payment of an invoice shall not constitute a breach of this Agreement.

- 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](mailto: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 provisions of LAUSD's Contractor Code of Conduct, attached hereto as **Exhibit C** and made a part hereof, pertaining to conflict of interest. Contractor shall comply with the District's Contractor Code of Conduct and hereby certifies on behalf of any "Representatives," as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement, or employed by the Contractor.

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

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

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

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

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

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

## 9. CONFIDENTIALITY

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

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

- 9.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 9.1 that is reasonably required for the performance of the subcontractor's work under this Agreement. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 9.1 and shall provide a fully executed copy of such agreement to District.
- 9.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.
- 9.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.
- 9.6. Data Privacy

Under this Agreement, the District may consider Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

- 9.6.1. Regarding any personally identifiable information ("PII" or "District Data") from an education record that the District discloses, Contractor shall:
  - a. Not disclose the information to any other party without the consent of the parent or eligible student;
  - b. Use the data for no purpose other than the work described in this Agreement;
  - c. Allow the District access to any relevant records for purposes of completing authorized audits;
  - d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;
  - e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data.

The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

- f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction.
- g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

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

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

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

10. EVALUATION. The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under California Government Code §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. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

### 20.2. Non-infringement of Intellectual Property Rights

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

### 20.3. Authority

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

### 20.4. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

#### 20.5. Americans With Disabilities Act (ADA)

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

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

#### 21. INDEMNIFICATION

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

##### 21.1. General Indemnity

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

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

21.1.4. 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, agent or subcontractor.

21.2. Proprietary Rights Indemnity

Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 20 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense.

No settlement shall be made without notice to, and the prior written consent of, District.

21.3. Insurance

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

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

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

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

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

Part A – Statutory Limits

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

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

21.3.4. Other coverage(s), when applicable:

- 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 security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

## 23. FINGERPRINTING

The Contractor shall comply 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.

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 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: Uptown Studios  
P.O. Box 189473  
Sacramento, CA 95818  
Attention: Tina Reynolds  
Phone: (916) 446-1082  
Email: [tina@uptownstudios.net](mailto:tina@uptownstudios.net)



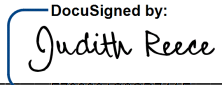
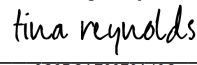
To LAUSD: Carol Alexander  
Division of Instruction  
333 S. Beaudry Avenue, 25<sup>th</sup> Floor  
Los Angeles, CA 90017  
Email: [carol.alexander@lausd.net](mailto:carol.alexander@lausd.net)

With a copy to: LAUSD  
Procurement Services Division  
Chief Procurement Officer  
333 S. Beaudry Avenue, 28<sup>th</sup> Floor  
Los Angeles, CA 90017  
Email: [judith.reece@lausd.net](mailto:judith.reece@lausd.net)

[SIGNATURE PAGE FOLLOWS]



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

<b>-DISTRICT-</b>	<b>-CONTRACTOR-</b>
<p><b>LOS ANGELES UNIFIED SCHOOL DISTRICT</b></p> <p>LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>Initialed by  _____ Ericka King</p> <p>Initialed by  _____ Yvette Merriman-Garrett</p> <p>By  _____ Judith Reece, Chief Procurement Officer</p> <p>Dated <u>10/31/2022</u></p>	<p><b>UPTOWN STUDIOS</b></p> <p>DocuSigned by:  By _____ 6C9BCAF0970A40C... tina reynolds _____ (Print Name)</p> <p>TITLE <u>President</u></p> <p>Fed. I.D. #: <u>47-3536525</u></p> <p>Dated <u>10/28/2022</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

- 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.



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 Offeror's Contact Name: Tina Reynolds  
 Cell: (916) 599-2504 Email: tina@uptownstudios.net  
 LAUSD Vendor # 1000012050 CMAS Number: 4-20-03-0273E

## WORK PLAN

### BRIEF AND OBJECTIVES

This project involves designing and developing materials and marketing for LAUSD College Access. Any campaigns may require video production, digital and print marketing, multi-lingual design, and materials for training programs. We are able to work small - with any single person or school, or large - encompassing the entire LAUSD community for campaigns.

The scope and tasks required to complete this project will follow the timelines outlined within this work plan in order to deliver the components at the associated costs listed. The services at Uptown Studios will easily fall under the objectives listed below.

### PROJECT OBJECTIVES

This project has been proposed to achieve the following objectives:

- **OBJECTIVE 1-** Increase public awareness about College Access and to encourage an increase in application submissions
- **OBJECTIVE 2-** Provide student rewards for achieving milestones
- **OBJECTIVE 3-** Develop content for print, direct mail, digital, and online access to LAUSD resource information for the public.
- **OBJECTIVE 4-** Create materials that foster and support personnel who build relationships and help youth and their families prepare for change;
- **OBJECTIVE 5-** Design and create a 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; and
  - » A process for evaluation of the effectiveness of the College Access program.



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### TASKS AND SUBTASKS - EXAMPLES OF OUR WORK PLAN:

MEDIA	DETAIL	DESIRED OUTCOMES
<b>Research and Development</b>		
Work with previous and existing teams to review focus group and research previously completed. Identify specific target audiences and create campaigns that are directed towards goals and objectives for each audience. For example:		
Primary Research	Based on conversations with LAUSD, this will include message and concept testing with stakeholders and audience members in the form of Human-Centered Design focus groups	Determine the target audience's wants and needs, how they will engage with certain types of messaging, and what will encourage them to participate
Secondary Research	This stage of research will include competitive analysis, SWOT analysis, researching existing data, and marketing trends	Drive creative and strategy decisions for the campaign that are culturally relevant and impactful
Survey	Utilize already established software or newsletters or create a survey design on a program like Google Form or Survey Monkey	Gage the temperature of the overall target audience or community. Reserving this method for follow-up data that may be missed in primary or secondary research
<b>Graphic Design</b>		
Video and digital "free application" campaign	Production and creation of graphic design materials for print, digital, and web-based formats.	Increase public awareness about the state's Free Application for Federal Student Aid
Print and interactive media "financial aid programs" campaign	Production and creation of graphic design materials for print, digital, and web-based formats.	Increase public access to financial aid programs for post-secondary education through print and interactive elements.



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<b>MEDIA</b>	<b>DETAIL</b>	<b>DESIRED OUTCOMES</b>
Video and digital "Training" campaign	Production and creation of graphic design materials for print, digital, and web-based formats.	Promote online access to training for grants and other financial aid information available through the information outlets.
Print/Direct Mail and digital "LAUSD resources" campaign	Production and creation of graphic design materials for print, digital, and web-based formats.	Develop content for print, direct mail, digital, and online access to resource information for the public.
Translation services	Production and creation of four (4) ads total for 30 days each	Ensure that all videos, and other graphic design material are available in English, Spanish, and Asian languages to include Chinese, Korean, Vietnamese, Punjabi, Tagalog, and Hmong.
<b>Video Production and Editing</b>		
Video Scripting/ Concepting	Develop a plan based on the research findings to best engage the audience	Develop professional videos based on various needs, to be determined by LAUSD
Video recording and editing	Production and creation of professional videos based on various trainings and needs	Produce professional videos based on various LAUSD trainings to be determined by the client.
Translation services	Production of videos in different languages, TBD	Videos produced for parents, when possible, shall be in multiple languages including English, Spanish, and Asian languages including Chinese, Korean, Vietnamese, Punjabi, Tagalog, Hmong and other appropriate languages.
<b>Radio Streaming Ads</b>		
Radio Scripting/ Concepting	Develop a plan based on the research findings to best engage the audience	Create content for 20 digital ads (audio and video). These will be utilized as streaming radio buys on Pandora and Spotify.
Radio spot recording and editing	Production and creation of 20 re-purposed ads, running on Pandora, Spotify, and broadcast Radio	Produce content for 20 digital ads (audio and video). These will be utilized as streaming radio buys on Pandora and Spotify.



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MEDIA	DETAIL	DESIRED OUTCOMES
Radio Spot stream	Delivery of digital files in dimensions that fit Pandora, Spotify, and broadcast radio.	All files shall be delivered in dimensions and format that fit Pandora, Spotify, and broadcast radio.
<b>Digital and Google Ads and SEO</b>		
Social Media and Google Ads and SEO strategy and testing	Develop ads and SEO strategy, create ad content (headlines, copy, and creative) and implement multi-phase testing method	Find the most engaging headlines, copy, creative, and keywords for each campaign.  Create each campaign for a specific target audience with images and content that reflect their community.
Social Media and Google Ads Implementation	Production and creation of five (5)-10 re-purposed ads running for 30 days each	Monthly maintenance of account and ad campaigns to drive audience to resources website. Includes monthly analytics reports
Social Media and Google Ads and SEO Training	Conduct training for the Staff	Offer three different training opportunities to allow all staff to be trained properly



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## EFFECTIVENESS OF PREVIOUSLY PROVIDED SERVICES

We have an expertise in working with high school and college students through our work with Sacramento County Office of Education (2016-present) and our work with California Student Aid Commission (2012-present) Uptown Studios worked with the California Student Aid Commission (CSAC) as their marketing firm to provide video production, graphic design, branding, focus groups and other marketing materials. We currently have a two year contract with CSAC to provide Training Materials and Marketing – Program Administration and Services Division (PASD) Training.

The marketing and design campaigns for CSAC focused on the following:

- Production of professional videos on various college access financial aid programs
  - » Uptown Studios worked on many options for CSAC to market information to students, parents and to stakeholders on how to get grants through CSAC. We work closely with your CSAC team, students and we have many instances where we created videos with students (along with first generation students) from specific targeted populations telling their story of how college gave them a future, and thanks to CSAC grants they are now successful. We worked closely with both the CSAC team and the students/parents/counselors to get the best stories for each video that will be used as social media materials to help keep CSAC ever present in the minds of the target audience.
- Videos were made in various formats, including, but not limited to Instagram Reels and TikTok videos.
  - » Each video or animation was designed to work best for each target audience, whether it was on any of the social media channels, or a texted link to watch a video or animation, and all to support each student and their families on how CSAC is here to help them be successful in their college grant applications
- Creation of graphic design materials for print, digital, and web-based formats.
  - » Uptown Studios has an awesome team of creative professionals. From logo and branding creation, to animated GIFs for social media channels we are here to design for the target audience, test to make sure it is working and make recommendations on new outreach methods to you to make sure we are thinking “like” the target audience. Whether it is Foster Youth, Black/Brown lower income students or returning adults - we will design the materials so it looks like the right audience and they are presented compelling information to help them to make the call to action.
- Increase public awareness about the state’s College Access Free Application for Federal Student Aid (FAFSA), and California Dream Act Application (CADAA).
  - » We will be able to take much of the research and design work that we have produced on our current contract with CSAC to the next level with this new





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contract. We have research, direction and processes - implementation and variety for each of the target audiences can be produced.

- » We facilitated focus groups and surveys to determine effectiveness of each phase of the campaign.
- » We worked closely with their team to establish budgets then work within each budget to make recommendations on the best use of the funding in order to reach each of the specified target audiences.
- » We made recommendations on where to spend any ad dollars in order to engage with each of the target audiences and the locations they are - whether it is a digital ad, a printed postcard, or an animated video that is placed on social media.
- » We analyzed when and where materials were best used: to place billboard ads or bus/transit shelter ads, radio or theatre ads; to reach the target audience.
- Promoted training programs for institutions, students, and parents.
  - » We listened to the needs of each of these target audiences - leaned in with empathy and discovered what they really want and need in order to get them to attend the training programs. We designed with the intent of creating compelling materials, whether it was for social, digital or print, that each target audience will feel a sense of "I should do this!" and establish tracking systems with monthly reporting to see the results in near real time.
- Increased public access to college access and financial aid programs for a post-secondary education through print and interactive elements.
  - » We helped define and develop access points for the public to create an awareness of the funding that is available for FREE to them. We are aware that there is hesitation to take part because they do not understand that a grant does not need to be paid back - we always addressed that grants are free.
  - » We created consistent and well branded messaging, video, animations and channels to push out the information we helped to get CSAC seen as the trusted source for financial aid in California.
  - » Created QR codes that drove the target audiences to the best page on the website to retrieve information and get started.
  - » Postcards were proven to be an effective outreach program to get into the hands of the student target audience, we reviewed each audience and helped with recommendations on how to push information to them.
  - » We implemented a new texting outreach for CSAC. Texting reaches students on their phones and is a great way to stay connected and have consistent reminders sent to each target audience.



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- Developed content for print, direct mail, digital, and online access to CSAC resource information for the public.
  - » We are aware of all the opportunities for creating a touch-point for each potential new student needing financial aid and information about College Access. We created well branded materials that position CSAC as the leader in California and our nation for financial aid for students in California.
  - » We worked with their web team and create landing pages that are easy for their team to load onto their website. Landing pages that we can use to drive potential students to when they need specific information about a particular opportunity - to make the search easy.
  - » We made recommendations on when to print, when to go digital, when to create video/animations - with the understanding that we wanted to get the best use of each dollar spent and reach the most numbers at the same time.
  - » Uptown Studios has an in-house print manager that handled setting up printing estimates, timelines and production, storing and distribution with their team. We helped with event displays and pop-ups, pull up displays, and advertising specialties that are used as incentives.
  - » We are here to make recommendations on how to improve their website and the analytics that we can produce for you on a monthly basis. Review the reports and make recommendations from the data.
  - » We set up monthly Video Casts where we created and produced the show. We shot a series of four episodes to interview experienced professionals about what is important about FAFSA along with students telling their stories about how FAFSA and CSAC enabled them to attend college and graduate. How it changed their lives and that of their families.



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## **PARTNERSHIP AND DEVELOPMENT**

**Our experience participating in collaborative activities with a number of community partnerships and, provision to those partnerships of resources and tools, and the extent to which the proposer's plan would involve parents, private sector, community, and governmental agencies in the performance of the program.**

We are expert in facilitating, providing outreach and engagement consulting across a diverse spectrum of community and multi-sector partners. We worked with the 2020 Census outreach for Sacramento County. We have experience leading outreach and engagement processes with a focus on engaging multi-sector partners (community, local government, business, non-profit, philanthropy, etc.) and has developed processes that engage diverse stakeholders and can facilitate among bi- and multi-lingual stakeholders, multi-generational groups, and many other diverse stakeholder populations. Each time we roll out a campaign it includes a tool kit that is designed and pulled together specifically to outreach to a unique target audience. The tool kits are distributed to our partnerships - where we encourage each partner to help us spread the word about the campaign. Examples are sharing information about the Census 2020 to our Latin X community through La Familia, Covid Awareness to special target audiences in Placer County that are Spanish speakers, in Sacramento City to Hmong speakers, Spanish and Russian.

We have created toolkits for CSAC to share with their existing partners to encourage FAFSA completion. Inside these toolkits we share social media posts, graphics and images, animated graphics and short videos to share along with captions and information that they can use in their own eBlasts.

Another toolkit was developed for the City of Rancho Cordova to distribute information on "Trash your Trash" a campaign to develop awareness of where to put your trash and not in the gutter. Distributed to the general public, businesses and other green groups for sharing.

We work with 20 different groups with the SCCY group sharing information about Marijuana Awareness and Prevention to high school youth.

Diversity, Equity and Inclusion is part of our core business strategy and culture. We will always be inclusive and bring the whole person, the whole community into whatever campaign or mission we are executing.

Uptown Studios has a long-standing history of working with community partners who serve some of the most vulnerable communities. Uptown Studios operates from a set of community ownership frameworks and models which focus on diversity, equity, and inclusion.

Tina Reynolds has served on the Sacramento Education and Training Alliance on the Youth Advisory Council since 2018. Working on policy and outreach to encourage businesses to hire interns from our local high schools and colleges. This is a program of Sacramento County Office of Education.

Tina also serves as a member of the Sacramento County Office of Educations - SCCY



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Sacramento County Coalition for Youth - providing information and experience to youth on how to manage their cigarette, alcohol and marijuana education and prevention programs. With an emphasis on how these items can stop your forward motion especially in getting into college.

Tina Reynolds just completed a seven week focus group with LAUSD and Unite LA reviewing their materials that will roll out this fall to encourage youth to complete the FAFSA and CHAFEE grants. She also serves on the Anti-Meth Coalition, Opioid Coalition and the Fentanyl Coalition with specific outreach to hard to reach populations.

### **COMMUNITY WORKSHOPS**

Uptown Studios will facilitate community workshops to present the opportunities. We will hold workshops per priority area and each workshop will be co-hosted by a community partner whose work focuses on that particular priority area.

The purpose of the workshops will be to:

- Share information about the opportunities,
- Gain community insights regarding needs, and
- Identify any information gaps.

The data and information collected from the workshops will be presented back to the committee in a Recap Report to ensure that the information can be applied to future decision-making.

### **We can provide the following:**

- Develop the program:
  - » Design the workshop format,
  - » Utilize network and stake holders to identify event speakers and/or attendees, as needed,
  - » Identify and confirm venue
- Serve as the point of contact for all logistics:
  - » Manage staff, organize and prep workshop speakers to review their roles, assist participants and presenters with their questions, manage workshop timing and schedule.
- Develop workshop materials such as:
  - » Developing content for participant packets,
  - » Creating participant packets,
  - » Developing run of show,
  - » Drafting script/talking points,
  - » Crafting instructions for participant activities,
- Develop the event communications plan and communications materials, in partnership with Uptown Studios for all the creative:



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- » Create fliers,
- » Develop an email outreach template,
- » Create social media posts and other outreach materials
- Manage and lead the workshop planning:
  - » Facilitate calls with the planning team,
  - » Developing a comprehensive recap report which included participant feedback.



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**VOLUME III - PRICE PROPOSAL**

Uptown Studios is able to work with an individual, a school or the entire District depending on need. Each project will be quoted and have an approval process before we begin the work.

**FOCUS GROUPS AND OUTREACH PRICING**

**DESIGN THINKING WORKSHOP/FOCUS GROUPS RESEARCH AND DISCOVERY**

**Human-Centered Design..... \$5,000 each**

- We will meet and determine what types of target audiences we should invite to attend each focus group - examples: Student groups, Parents, Leadership/Stakeholders, General Public, Educators, Administrators
- Each focus group lasts 60-90 minutes
- Focus Group will have three facilitators from Uptown Studios leading the groups
- 15-25 people per group is recommended - as diverse and opposite as possible so we get a good representation of responses.
- Prep Time for each focus group
- Uptown Studios Staff Time - 2 facilitators plus 1 note-taker/photos
- Design Thinking Sessions - Three Uptown Studios staff involved per session
- Synthesis Uptown Studios Staff Time - Three Uptown Studios staff per session then final overview of all sessions compiled into final document - we invite your team to participate in synthesis - We invite two of your team to assist with synthesis
- Prepare Final Outcomes Report with recommendations
- Design Final Report
- - Outcome - synthesis report of findings and direction focus group and interviews.

**Develop outreach to identified groups..... \$5,000**

- We will provide the following for each focus group
- 60-90 Minute groups with prep and post reports to be included
- One Facilitator and two staffers to take notes and and detail reactions
- Once completed we will review all notes and come up with a plan for outreach to the target audience including a final review and report on our findings.



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## GRAPHIC DESIGN PRICING

### GRAPHIC DESIGN

- Uptown Studios has a history at creating College Access marketing items, each is well branded and consistent with the branding guidelines
- Uptown Studios will create your branding and branding style guides.
- We have a team of creative professionals that will create marketing materials that are well branded and designed and adhere to ADA requirements.
- We have created countless toolkits that are used on so many of our campaigns where we solicit the assistance of the clients stakeholders and community based organizations to help with the dissemination of the information created.
- Uptown Studios will be able to research and recommend options as we move through each project. We will always be considerate of the budget and timelines.
- Uptown Studios has a full range of photographers, illustrators, animators and motion graphic experts to provide an array of online assets to be used for digital or print materials.
- We will provide access to all final and working files as needed. We will also provide printer ready files whenever required that are pre tested and ready to send. We will also be available to assist when there are printing issues and work directly with your preferred printer.
- Our team is prepared to set up every item to be used in the correct proportions of any medium. We have templates that are prepared with the optimized sizes and resolution of each of the mediums above plus any social media platforms that you choose to run on.
- Our materials will be ADA compliant

### **LOGO DESIGN, CAMPAIGN BRAND DEVELOPMENT .....\$5,000**

We will work directly with you to understand who you are so we can create an accurate, strong look and feel which represents your brand. We will develop materials for all staff to ensure brand consistency when utilizing the new brand.

Includes a team kick off meeting to discuss your needs and design desires.

- Meet with client team to discuss options and direction.
- Up to 4 unique concepts to choose from.
- Color options and tag lines to be developed by design team and implemented with logo.
- Includes three rounds of proofs and two rounds of changes.
- Final logo provided as .PDF, .TIF, .GIF, .JPEG, and .EPS versions.



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**BUSINESS SYSTEM DESIGN .....\$750-\$1,500**

- Includes the design of 2 concepts each - business cards, e-letterhead, and #10 envelope.
- Includes 2 rounds of changes to One (1) concept - Set up of 4 names for business cards
- Return address label
- Includes two rounds of client changes and three rounds of proofs.
- Includes e-letterhead—provided as .DOC(X) and print ready files.
- Does not include printing. Print stimate can be included upon request.
- Include recommended email signatures
- Design Thank you notes (card and envelope design) Size to be determined

**STYLE GUIDE - BRAND, STYLE, COLOR, & FONT PALETTE .....\$1,500- \$2,500**

- Create a full color and style palette.
- Create a font list for use by all involved with any design or layouts to maintain the brand.
- Description of recommended email signatures.
- Social media icon recommendations

**DESIGN TOOLKIT TO UTILIZE WITH PARTNERS .....\$6,000**

A Toolkit might be something that will provide high schools or colleges around California with content to communicate and promote how students can continue to college - including:

- Social media posts and graphics
- Strategy and how leadership can communicate policies
- Who to reach out to on campus (general list that can apply to any campus)
- 8.5 x 11 flyers to print and hang around campus (campaign specific)
- Templates for posters and how to use them
- Templates for social media and how to use them
- Instagram/snap chat GIFs (campaign specific)
- alking points
- General Public Communications Best Practices
- Email content
- PowerPoint Template Slides
- Digital Banner Ads
- Postcard Template
- Bookmark Template





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**BROCHURE DESIGN.....\$2,000**

Design a dynamic informational brochure to showcase the services you offer. The client will furnish all the content in a Word document. The client will provide all photos and captions. Stock photos are available at \$50 -\$100 each.

This proposal includes the following:

- Meet with client team to discuss options and direction.
- Design and layout - 8.5x11, full color, full bleeds, two sided.
- This could be an 8.5x5.5 folded from an 8.5x11 or a letter folded brochure.
- Includes two rounds of changes and three rounds of proofs.
- Proof 3 is FINAL. Client will be provided a final .PDF version for email. All files become the property of the client upon final payment.

**FLYER/POSTER DESIGN.....\$1,000 - \$2,500**

Design a dynamic flyer or poster to showcase the services you offer. The client will furnish all the content in a Word document. The client will provide all photos and captions. Stock photos are available at \$50 -\$100 each.

This proposal includes the following:

- Meet with client team to discuss options and direction.
- Design and layout - 8.5x11, 11x17 or larger, full color, full bleeds, one sided.
- Includes two rounds of changes and three rounds of proofs.
- Proof 3 is FINAL. Client will be provided a final .PDF version for email. All files become the property of the client upon final payment.

**DESIGN POWERPOINT TEMPLATE.....\$1,500**

- Design a master slide template:
- Cover Slide -Title & Content Slide - One Column Slide - Two Column Slide
- No content would be created. It is the template/master slides so that the client can insert their own content.
- Design the template base with the branding and logo and the brand colors and fonts included.
- Two rounds of changes and three proofs



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**DESIGN POWERPOINT WITH CONTENT. UP TO 10 PAGES .....\$2,500**

- Design with the branding and logo and the brand colors and fonts included.
- Design a master slide :
- Cover Slide
- Title & Content Slide
- One Column Slide
- Two Column Slide
- Two rounds of changes and three proofs

**PULL UP DISPLAY OR BANNER DESIGN .....\$750 - \$1,500**

Design a unique pull up screen or banner.

This proposal includes the following:

- Meet with client team to discuss options and direction.
- Design and layout
- Includes two rounds of changes and three rounds of proofs.
- Proof 3 is FINAL. Client will be provided a final .PDF version for email. All files become the property of the client upon final payment.
- Printing is included

**DESIGN REPORT UP TO 8 PAGES.....\$2,500**

**12-16 PAGES .....\$4,000**

**20-24 PAGES .....\$5,000**

**28-32 PAGES .....\$6,000**

We will design to maintain your branding - we will utilize your logo, fonts and colors

This contract includes:

- Meet with client team to discuss options and direction.
- Two unique designs for the cover - once the cover is approved we will design the rest of the report so it all matches The cover will include two rounds of changes/edits
- Basic 8.5" x 11" layout The internal layout will include Two rounds of edits Third proof is final Includes charts and graphs and icons if the design calls for these
- Client to provide all new content that has been edited and spell checked
- Photos to be provided by client Stock photos cost \$50+ each

**COPYWRITING/CONTENT DEVELOPMENT ..... \$500/PAGE**

- This can include interviews, research and copywriting
- Photography - we can provide a photographer to come to your location to take photos - either head shots or location and team.



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**DESIGN E-MAIL BLAST ..... \$1,500**

Designed to match your website look and feel, we will set up templates in MailChimp or ConstantContact or your mail management tool.

- Single, hard-coded HTML email template (header and footer).
- You can insert custom content into center content area using HTML editor.
- Displays recipient's first name in outgoing email ('Dear [firstName],').
- Send to one or many categories. Includes a signup form and supports categories.
- Create a master designed template to match the look and feel of the website and brand.
- Includes two rounds of changes and three proofs.
- NOTE If we use any stock photos we will charge you \$50 per photo.

**EBLAST MANAGEMENT PLUS BI-WEEKLY EBLAST (3 MONTHS).....\$8,000**

- To include meeting times, client calls, general project management
- Develop content for weekly eblasts to help promote the campaign to involved participants
- Promote posts and content, research and copy writing
- Create compelling content for affiliates
- Create easy posts that affiliates can repost on their social media channels
- Work closely with client



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**MARKETING PRICING**

**MARKETING PLAN AND COMMUNICATIONS PLAN .....\$7,500**

We will work closely with your team to develop a customized Marketing Plan that will guide how you find your members, clients, and sources of information. The Brand Marketing Plan will identify what communication channels we recommend to be used to effectively reach the target audience, core messaging for key demographics, and strategic partnership strategies. We will develop specific goals and strategies that can be implemented by your staff and Uptown Studios. We will identify if there are pain points within the internal communications and marketing efforts to your team. Finally, we will develop a plan for tracking the effectiveness of the Marketing Plan.

- Recommend how to get more members/clients to make initial contact and drive more people to the website or the call to action.
- Identify what will motivate each of your target audiences to take desired actions such as get an appointment, apply for FAFSA, sign up for a workshop, etc. Extend current reach to groups where individuals, clients, and cohorts will begin to connect.
- Make recommendations for social media through your own channels and decide which channels we recommend.
- Establish monthly and annual budget.
- Identify what your secondary audience needs and how to best reach them.
- Identify events and create a strategy to push events out to your target audience.
- Develop key messages.
- Identify digital options and recommend placements and budgets.

**Marketing and Communications Plan**

- Develop a short term plan to be implemented for the next six months
- Plan will take measurement of baseline metrics to track growth
- Design of the final Report

**PARTNERSHIP DEVELOPMENT AND OUTREACH.....\$5,000**

- Reach out to social media partners and influencers to share the Campaign content on their social media channels throughout your target area.
- Create an online training on how to use the information
- Identifying any additional partnership opportunities like displays, outreach, and engagement with the public through partnerships.



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**COMMUNICATIONS PLAN .....\$4,000**

We will work closely with your team to develop a customized Communications Plan that will identify what communication channels we recommend to be used to effectively reach the target audience. We will develop core messaging for key demographics, specific goals and strategies that can be implemented. We will identify if there are pain points within the internal communications and marketing efforts to your team. Finally, we will develop a plan for tracking the effectiveness of the Communications Plan.

- The plan will be based around the following target audiences:
  - » Employees who we want to take part in the Cares Program (Primary)
  - » General population that is interested in the campaigns (Secondary)
- We will work with you to develop messaging for effective communications for presentations, speaking engagements, and print and digital materials
- We will coalesce all the necessary content required for effective communications, but do provide themes that should be applied consistently when making presentations, speaking informally to key audiences, or preparing print pieces

The following is included:

- 1 hour kickoff meeting to expand our understanding of your needs and discover messaging
- 1 hour presentation of proof 1 of the communications plan
- 1 round of edits/2 proofs



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**SOCIAL MEDIA MANAGEMENT PRICING**

**SOCIAL MEDIA TRAINING PROPOSAL**

**1. SOCIAL MEDIA TRAINING .....\$750**

Present an overview on the best practices for Social Media. Includes preparing for a specific training that pertains to your office and specific needs/questions.

- 1 hour session with two trainers; or 2 hour session with one trainer
- May need Up to 1 hour prep
- This can be in person or via Zoom or Webinar
- We will need to discuss how many people will be present in the training
- Total time estimated = 1 hour for prep, 2 hours for training\*

\*May change based on needs of group, but client will be updated if estimated time exceeds recommended amount.

**2. SOCIAL MEDIA TRAINING .....\$180 PER HOUR PER TRAINER**

Present an overview on the best practices for Social Media. Includes preparing for a specific training that pertains to your office and specific needs/questions.

- 1-2 hour session plus any prep time
- Cost may change based on needs and size of group, but client will be updated if adjustments need to be made

**SOCIAL MEDIA CAMPAIGN AD MANAGEMENT**

We are here to create and updating the look and feel of your social media presence, to making sure your accounts are best utilizing each feature, our creation of your campaign ads will revitalize your followers, keeping them engaged and your overall audience growing. Through analysis, we will guide strategic content marketing to reflect monthly, quarterly, and yearly goals. Through your social media ads,we strive to connect you with key figures and organizations, position you as a leader in your field, and create meaningful connections with your online community. We will divide the total amount of management time through goals analysis of each of your social media channels: Facebook Twitter, LinkedIn, TikTok, Instagram, Pinterest, Youtube whichever apply.

**1. AD DESIGN, PLACEMENT AND MANAGEMENT .....\$2,500 PER MONTH**

Ad Design, copywriting, management, and reporting

- Consistent posting of ads to each social media platform as decided
- Monitoring of social media and Google alerts; notify client when responses are needed.
- Find and follow your target audience and leaders in your field.
- Facebook/Instagram and/or Twitter ads creation and management.
- Social Media Ad graphic creation.



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- Monthly reports on social media growth, engagement, and influence. We will provide recommendations for adjustments as needed
- Includes monthly budget for Facebook/Instagram and Twitter promotions (up to \$750 of monthly budget).
- NOTE If we use any stock photos we will charge you \$50 per photo.

**SOCIAL MEDIA MONTHLY FULL MANAGEMENT & CONTENT CREATION**

We are here to take over and facilitate the entire maintenance and persona of your social media channels. From creating and updating the look and feel of your social media presence, to making sure your accounts are best utilizing each feature, our curation and creation of your daily posts will revitalize your followers, keeping them engaged and your overall audience growing. Through analysis, we will guide strategic content marketing to reflect monthly, quarterly, and yearly goals. Unique content creation will be done in house. Through your social media, we strive to connect you with key figures and organizations, position you as a leader in your field, and create meaningful connections with your online community. We are also available to help with issues as they may arise. We will divide the total amount of management time through goals analysis of each of your social media channels: Facebook Twitter, LinkedIn, Instagram, Pinterest, Youtube whichever apply.

**1. ESSENTIAL PACKAGE.....\$2,500/MO.**

- Content development including copywriting and graphic design
- Hashtag research and tracking
- Consistent posting to three social media channels up to three times per week
- Daily monitoring of messages and comments
  - » Will notify client when responses are needed
- Find and follow your target audience and leaders in your field
- Facebook and Instagram ads management
  - » Ad copy and graphics will mimic those created for organic social media
  - » Includes monthly budget, **up to \$250**, for Facebook and Instagram ad costs
- Monthly reports on social media growth, engagement, and influence
  - » Will include recommendations for adjustments as needed

**2. ELITE PACKAGE.....\$3,500/MO.**

- Content development including copywriting and graphic design
- Hashtag research and tracking
- Consistent posting to four social media channels up to four times per week
- Daily monitoring of messages and comments
  - » Will notify client when responses are needed



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- Find and follow your target audience and leaders in your field
- Facebook and Instagram ads management
  - » Ad copy and graphics will mimic those created for organic social media
  - » Includes monthly budget, **up to \$500**, for Facebook and Instagram ad costs
- Monthly reports on social media growth, engagement, and influence
  - » Will include recommendations for adjustments as needed
- Note: The amount of posts on each channel may vary based on the time spent researching and networking/building your audience. We will bill for the time spent, but not to exceed your maximum budget per month. If you request changes that will take us over the monthly amount we will notify you in writing before we proceed. If we use any stock photos we will charge you \$50 per photo.





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**WEBSITE DESIGN AND DEVELOPMENT PRICING**

**CAMPAIGN WEBSITE .....\$15,000+**

We would create a complete website that will detail the campaign and the provide information to the target audience about where to sign up, get resources and become involved. Details to be discussed so we can prepare an accurate proposal.

**SAMPLE WEBSITE COMPONENTS AND PRICING:**

**Website Design and Development**

NOTE: This list is recommended items - many of which we can remove now and add later - This is an estimate of the services you will need - a final proposal will be defined at the Kick Off Meeting and approval of the sitemap

**A. Site Research and Discovery .....\$1,000 - \$2,000**

**A1. Website design - responsive wordpress template\$4,000**

This includes the homepage design and one internal page design  
This phase has 3-5 rounds of changes

**Additional Internal page designs \$1,000 per page \$1,000**

**A2. Website Development - setup and build online site\$6,600**

This phase has 3-5 rounds of changes

**SITE DEVELOPMENT PACKAGE INCLUDES:**

Contact Us Form Basic Search Engine Optimization (SEO) Services Basic Site Search Basic Google Analytics Set Up Live Twitter Feed e-newsletter Sign Up Form One hour of Training WordPress Blog Installation SSL Certificate installation (https) Wordpress Accessibility Plug in (ADA Compliance pricing \$850 included)

**A3. Content Management/Migration and Launch (up to 20 pgs) \$2,500**

**A4. Copy writing content assistance ..... To be determined**

**A5. Testimonial or Fact Rotator .....\$350**

**A6. Connect to your payment gateway (Paypal Stripe etc)\$500**

**A7. Forms Builder - cost for each form \$400 x 1 .....\$400**

**A8. Board Member and Staff Page .....\$500**

**A9. ADA Compliance to full site (Including PDFs) \$5,000 - +**

**A10. Advance calendar installation and Events Manager\$1,000**

**A11. Google Multi-language plug in .....\$250**

**A12. Job Board .....\$1,500**

**A13. Live Chat.....\$450**

**A14. Document Uploader.....\$600**



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- A15. Basic Member Login and Password Generator ....\$350**
- A16. Photo Gallery .....\$600**
- A17. Video gallery .....\$600**
- A18. Advanced Membership Manager.....\$2,500**
- A19. Member Forum .....\$750**
- A20. interactive map .....\$2,500**
- A21. WordPress Ecommerce (base Price-Woo commerce)\$2,500-\$5,000**
- A22. Event Registration.....\$500**
- A23. Events Manager.....\$700**
- A24. LearnDash's WordPress LMS deep learning industry\$2,500+**
- A25. Business Listing Upgrade Option .....\$350**
- A26. Install WordPress Download Manager .....\$450**
- A27. Document Library - Password Protected.....\$1,200**

**B. POST LAUNCH WEBSITE MAINTENANCE AND MANAGEMENT**

**These items will be completed and invoiced after the website is designed and developed**

- B1. Web Hosting Per Year.....\$500**
- B2. Website Maintenance and Management per Month\$500**
- B3. Domain registration/transfer for 5 Years .....\$150**
- B4. SSL Annual Fee.....\$125**
- B5. Additional Training Per hour .....\$180/hour**



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**DEVELOP CONTENT FOR BLOG POSTS .....\$500 PER BLOG**

- Meet with client and develop monthly content calendar.
- Interview pertinent participants to use for content in blog.
- Research events happening that would be of interest to target population.
- Write blog or repurpose older blogs that can be edited and updated.
- Includes two rounds of changes.
- Post blog to website - set up to share with social media channels.
- The blogs will be linked to social media when posted.
- We will discuss how many blogs per month as we get going. We recommend starting with one blog per month then eventually moving to 2-4 per month, after assessing progress.
- NOTE If we use any stock photos we will charge you \$50 per photo.

**WEBSITE MONTHLY MANAGEMENT ..... \$500/MONTH**

Weekly/Biweekly/or Monthly website maintenance not to exceed the proposed amount above without written permission. We are here to support you in the maintenance of your website, from text updates to updating new features within the existing system, we will:

- Access your site and make changes as needed such as out-of-date items, broken links etc. without approval.
- Email all questions or concerns we have about your site when guidance is needed.
- Receive all information from your staff make any needed changes or additions within 3 days of request.
- Assure the quality and integrity of the site and maintain your “brand.”
- Any change orders that will bring us over the monthly contract will generate a new proposal.
- Update your website software and security updates as needed. We will advise you before we make any updates.

**SEARCH ENGINE OPTIMIZATION (SEO)..... \$500/MONTH**

- Perform a thorough site review and click through your site to check for broken or out of date links monthly or as needed. We will update you about necessary changes.
- Perform a “Visitor Experience” assessment and design review. Once completed, we will send over recommendations to improve your current site.
- Improve SEO with use of keywords, content, and connections.
- Perform routine SEO review which tracks how you are doing and reports issues we will take care of.
- Run a Google Analytics report to be included in your monthly report.



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**WEB LANDING PAGE DESIGN .....\$2,000**

- To use for directing Social Media Ads- Landing Page - Digital Flyer

**DEVELOP & TRACK KPIS (KEY PERFORMANCE INDICATORS) . \$500/MONTH**

We will set up a Google Sheet for you to post your updates, progress and analytics progress on advertising, website and other KPIs

Each month Uptown Studios will provide reports and updates on project progress, analytics on advertising

**PTRANSLATION BUDGET .....\$110/250 WORDS**

To be determined - we would need a kick off meeting to discuss languages and needs



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**VIDEO/ANIMATION PRODUCTION AND PHOTOGRAPHY PRICING**

**VIDEO CREW/PRODUCTION COSTS/DAY - Full Day 1/2 Day**

- Director of Photography/Camera Operator ..... \$1200/\$800
- Director ..... \$2,000
- Camera Two Operator ..... \$1000/\$700
- Grip..... \$650/\$450
- Gaffer ..... \$750/\$500
- Producer..... \$1500/\$750
- Jib with Operator..... \$1,200/750
- Studio Rental - Basic Back Drop ..... \$1,000/\$700
- Photographer ..... \$1,200/\$700
  - (Still) Basic Back Drop, lighting and camera package
- Drone Operator ..... \$1,200/\$750
- Make-up/Hair ..... \$800/500
- Post Production/Editing ..... To be quoted

Two rounds of changes with three proofs, final provided in a variety of formats and owned by Client.

- Stock Photos/Stock Footage ..... Bill for as needed
- Music - not broadcast quality copyright free..... \$350
- Custom graphic package ..... \$1,500
- Voice Over ..... \$250 up

Longer reads will need to be proposed separately

- Professional Voice Over Spanish ..... \$350 Up
- Teleprompter ..... \$1,200/\$750
- Audio Tech ..... \$1,000 \$650
- Translations ..... \$180/hour
- 3D Graphic design ..... Bill for time \$180 Hr

**TRAVEL COSTS ..... \$100 per hour**

We will bill costs for travel additional, travel time will be at \$100 per hour.

Craft services when long shoots are determined

**If you don't see something you need? Don't hesitate to ask! We are available for custom packages**



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**VIDEO PRODUCTION AND EDITING EXAMPLES:**

- [https://www.facebook.com/calstudentaid/videos/832519730939745/?extid=NS-UNK-UNK-UNK-IOG\\_K0T-GK1C](https://www.facebook.com/calstudentaid/videos/832519730939745/?extid=NS-UNK-UNK-UNK-IOG_K0T-GK1C)
- [https://www.facebook.com/calstudentaid/videos/450054589474491/?extid=NS-UNK-UNK-UNK-IOG\\_K0T-GK1C](https://www.facebook.com/calstudentaid/videos/450054589474491/?extid=NS-UNK-UNK-UNK-IOG_K0T-GK1C)
- <https://vimeo.com/506313989>
- <https://vimeo.com/681026005>
- <https://vimeo.com/674009556>
- <https://vimeo.com/510456339>
- <https://vimeo.com/521065707>
- <https://vimeo.com/510456406> Animation Projects 2022: [vimeo.com/user/4268875/folder/10714078](https://vimeo.com/user/4268875/folder/10714078)
- Sacramento Office of Emergency Services 2022: [vimeo.com/manage/videos/713013757](https://vimeo.com/manage/videos/713013757)
- Jacquelyn Project Videos 2022: [vimeo.com/user/4268875/folder/10716360](https://vimeo.com/user/4268875/folder/10716360)
- Women Who Mean Business 2022; [vimeo.com/user/4268875/folder/10668503](https://vimeo.com/user/4268875/folder/10668503)



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**ANIMATION**

**ANIMATED VIDEO .....\$4,000+**

- One 1minute animated videos in English and Spanish
- Two 30 second cuts and Two 15 sec cuts from each of the original one minute videos
- Translations provided by client
- Scripts outline provided by client
- Script adjustment
- Storyboard
- Animation / Editing / Design
- 2 rounds of changes
- Voice over English

**PHOTO SESSION - FULL DAY .....\$4,600**

Schedule photos to be taken on location:

- 1 hour set up on location.
- Shoot full body, head shots, and some groups.
- Coordinate with staff to have people ready and assign a time for photos.
- Location shoot with surrounding area

**Crew for full-day shoot .....\$3,100**

- Director of Photography/cameraman - Grip/Lighting - Art Director

**Post Production/Editing .....\$1,500**

Two rounds of changes with three proofs. Final provided in a variety of formats and will be owned by client.

- Photos will be high-definition created for use on website and in any print media or marketing materials.
- Edit photos and crop finals in Photoshop.
- Provide originals and edited finals.

**CREW FOR HALF-DAY SHOOT .....\$2,500**

Schedule photos to be taken on location:

- 1 hour set up on location.
- 10 people. Shoot full body, head shots, and some groups.
- Coordinate with staff to have people ready and assign a time for photos.
- Location shoot with surrounding area

**Crew for half-day shoot .....\$1,500**

Director of Photography/cameraman - Grip/Lighting - Art Director



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**Post Production/Editing ..... \$1,000**

- Two rounds of changes with three proofs. Final will be provided in a variety of formats and owned by client.
- Photos will be high-definition created for use on website and in any print media or marketing materials.
- Edit photos and crop finals in Photoshop.
- Provide originals and edited finals.
- You will own the final photos that are retouched and finalized. Uptown Studios will maintain ownership of the "raw" original photos.
- Travel Time
- Invoice our team travel time at \$90 per hour each person, bill cost of all travel, lodging billed at cost, meals billed at cost, gas at .58 per mile, parking at cost

**ONLINE VIRTUAL VIDEO CAST - STREAMING**

**COST PER SHOW..... \$750 EACH SHOW**

- Create virtual video cast interview show (similar to Uptown Studios Live)
- Produce the show on FaceBook Live and stream to other social media channels
  - Each show will be estimated 30-40 minutes
  - Twice monthly - We are pricing EACH not monthly
  - Edit 15: - :30 second clips that tease podcasts (similar to what we've done for Uptown Virtual Interviews) to promote the show. Post on social media channels
  - Client to provide photos of projects from professionals that will be interviewed and provide url's, links, video etc for Ticker
  - Uptown Studios Producer to run the show in the background
    - » Prep time for producer 1 hour
    - » Run time 45 minutes plus 15 to save final video files
    - » Create the 15-30: sec teaser for each show 45 min
  - Export the final video for use on website etc.

**2. GRAPHICS PACKAGE FOR BRANDED VIDEOS ..... \$1,500**

- Create branded, Open Close, lower third, over the shoulder graphics
- This is a one time charge and the graphics will be used to brand the program





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## RADIO ADS PRICING

### RADIO AND STREAMING SERVICES

We are currently working with CSAC on providing all the output options that are necessary based on the ultimate placement of each. And we are training them to produce their own video casts. We will be able to prepare any files for the final platforms required.

### RADIO STREAMING ADS-----\$25,000

Sample budget to produce 20 radio digital ads

- Uptown Studios is prepared to create custom radio content and utilize any branding that is currently helping to bring College Access and awareness to the general public. We will work in conjunction with the video/animation and design team to create spots that are consistent with the current marketing plans. We will create :15, :30 and :60 second spots based on your needs.
- Includes \$25,000 for development and creative
- Spotify, and broadcast radio.
- Uptown Studios has templates for all of the size and digital requirements
- Uptown Studios will deliver the proper dimensions and formats for all of the size and digital requirements and will provide those for the items requested.
- Uptown Studios will develop the traditional and digital radio buys after we develop the plan and strategy and define the locations and target audiences for each area in California.
- We recommend supplementing the radio buys with social media paid ad placement
- By developing all three areas we can test results with small tests and come up with a plan to put more money into the areas that test well.
- The minimum for a campaign run on Spotify is \$25,000 with the option to run individual ads through their Ad Studio with a minimum budget of \$250; the average CPM with Spotify is between \$5 and \$30.
- Pandora does not require a minimum, their basic packages start at around \$1,500 per month. Their Cost Per Thousand runs as the following: \$5-\$7 for display ads, \$8-\$12 for audio ads, and \$15-\$25 for video ads.
- Pandora might be the best option for smaller, newer, or struggling companies who are tight on cash, whereas Spotify is the way to go for larger companies with higher budgets who are hoping for their ads to have a farther reach.
- Translations \$110/250 words



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## GOOGLE GRANTS FOR 501(C)(3) NONPROFITS

Google offers \$10,000 in-kind (FREE) in Google Ads PER MONTH to qualified non-profit 501(c)(3) organizations. To get enrolled, send us your TechSoup Association Code and we will apply for you. The approval process may take up to 30 days. Once approved, we will build your Google Ads account, add keywords, and create ads to drive people to your website.

- We are here to assist with the management of your Google Ads and any Google Grants that you may find accessible to you (Run through a nonprofit 501.c.3)
- We have a team of SEO professionals that work in our web team that will be able to retrieve information from your website and assist with SEO changes and monthly reports.
- Our web team will manage SEO along with your team and make recommendations that your team can take care of or we can jump in and assist when needed.

### Process to get Google Grants application

- Get verified by TechSoup
- Join Google for Nonprofits
- Create an Ad Grants account
  - » Use the same username for your Google for Nonprofits account
- Submit prequalification survey
  - » 10 minute survey
- Submit your account for prequalification review
  - » Google will review your prequalification and you will receive an email with further instructions within 5 business days
- Create Ad Grants Account
- Submit Ad Grants customer ID
  - » Google will review the account to make sure it is setup correctly
  - » May take up to 10 business days to review

### 1. Set up Google Grants - one time charge.....\$500

- Kickoff meeting to discuss your goals and objectives. - It may take up to 30 days.
- Includes time communicating with Google on your behalf and navigating the enrollment process.
- Competitor and keyword research.
- Set up your Google Ads account. Create and manage your ads and keywords at kickoff.
- Connecting with or setting up Google Analytics for your website and create tracking codes to deliver performance data.



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**2. Google Ads monthly management ..... \$500 per month**

This is a very special non-profit rate to manage your Google ads account.

- Create 5-10 rotating ads per month to promote memberships, donations, volunteers, special events, services, and programs.
- Optimize keyword effectiveness and refine for best performance.
- Monitor and refine ads for improved effectiveness and performance.
- Monitor conversion tracking codes that your web team will add to certain pages of your site so we can track successful clicks.
- Run reports, analyze effectiveness and performance, make recommendations, and evaluate costs to maximize return.
- Make all account updates to maintain your Google Grants eligibility and contact Google on your behalf when necessary.
- You may also choose to include a monthly call to track performance.

**3. Design and implement a landing page ..... \$2,000/page**

- Create a special landing page for each campaign that will aid the visitor to be driven to the exact place for the “call to action.”
- NOTE If we use any stock photos we will charge you \$50 per photo.

**GOOGLE PAID ADS PRICING**

**MONTHLY GOOGLE ADS MANAGEMENT ..... \$500/MONTH**

We would need to set up a kick off meeting to discuss needs and options

**COST OF PAID GOOGLE ADS ..... \$1,500/MONTH**

We would need to set up a kick off meeting to discuss needs and options



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**ADVERTISING SPECIALTIES/SWAG**

**We can get you pricing on any ad specialty items you are interested in.**

**DESIGN 4X8 BANNER .....\$1,500**

- Design 4x8' Step and Repeat banner for photo ops -

**STEP AND REPEAT BANNER AND STAND QUANTITY: 1.....\$590**

**DIRECTORS CHAIRS QUANTITY..... \$160 EACH +SHIPPING**

**6 FOOT TABLE CLOTH .....\$350**

**BRANDED NOTE BOOK SETS FOR VIP'S - QUANTITY: 100 .....\$2,500**

**PENS WOLVERINE - PEN - QUANTITY: 500 .....\$700**

**BUMPER STICKERS QUANTITY: 500 50@ 11X3.5 .....\$600**

**POPSOCKET QUANTITY: 100 .....\$700**

**BRANDED COCKTAIL NAPKINS - QUANTITY: 2,500 .....\$750**

**BRANDED CUPS - QUANTITY: 500 .....\$1,000**

- 15 oz Bistro Mug - 2-color imprint, white mug

**300.....\$1,235**

**1,000.....\$5,600**

**T-SHIRTS STAFF AND VOLUNTEERS..... \$10 - 16 EACH**

- 100% Cotton - SM, Med, LG, XL, One Color, 3 Position - Black Shirt White Imprint - Short sleeve

**Note None of the above include shipping or sale tax that will be added at invoice time**



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**PRINT PRICING OPTIONS**

**1-4 NAMES PRINT BUSINESS CARDS**

- 3.5" x 2" - Full color 2 sides, full bleed - 14pt Coated Cover, Recycled

**500..... \$110 PER NAME**

**1000 ..... \$135 PER NAME**

**5-9 NAMES - BUSINESS CARDS: ALL NAMES SHOULD BE THE SAME QUANTITY**

- 3.5" x 2" - Full color 2 sides, full bleed - 14pt Coated Cover, Recycled

**500..... \$70 PER NAME**

**1000 ..... \$89 PER NAME**

**2. FLYER**

- Full Color 1 Side, 8.5 x 11, With bleed 70#, recycled

**500.....\$225**

**1,000.....\$275**

**3. #10 ENVELOPE**

- Full Color 1 Side, #10, 9.5 x 4.125, 70# uncoated, No Window, recycled

**500.....\$275**

**1,000.....\$325**

**4. PRINT BROCHURE**

8.5" x 11", Tri Fold, 80# gloss cover, - Full Color, Full Bleeds 2 sided, Aqueous Coated, Recycled

**250.....\$400**

**500.....\$525**

**1,000.....\$600**

**1,500.....\$720**

**5. PRINT NOTE CARDS WITH MATCHING ENVELOPES PRINTED WITH RETURN ADDRESS**

Note Card - 14 pt Uncoated, 8.5 x 5.5" Scored for fold to 4.25"x 5.5" - Full Color, Two Sides, Full Bleed - Recycled

**QUANTITY: 500 .....\$250**

Matching Envelope: Uncoated White, text, A2 Envelope, Full Color, One Side - Recycled

**QUANTITY: 500 .....\$250**



## 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, avoidance of current or future contracts.

#### **1. Contractors**

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

#### **2. Mission Support**

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

### 3. Ethical Responsibilities

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

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

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

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
  - (1) *Critical Factors* – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).

(1) Competitive Contracting Process – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An “LAUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

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

Cone of Silence ▲									
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>	<b>7.</b>	<b>8.</b>	<b>9.</b>	<b>10.</b>
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
<b>Contracting Process</b>									

■ *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*

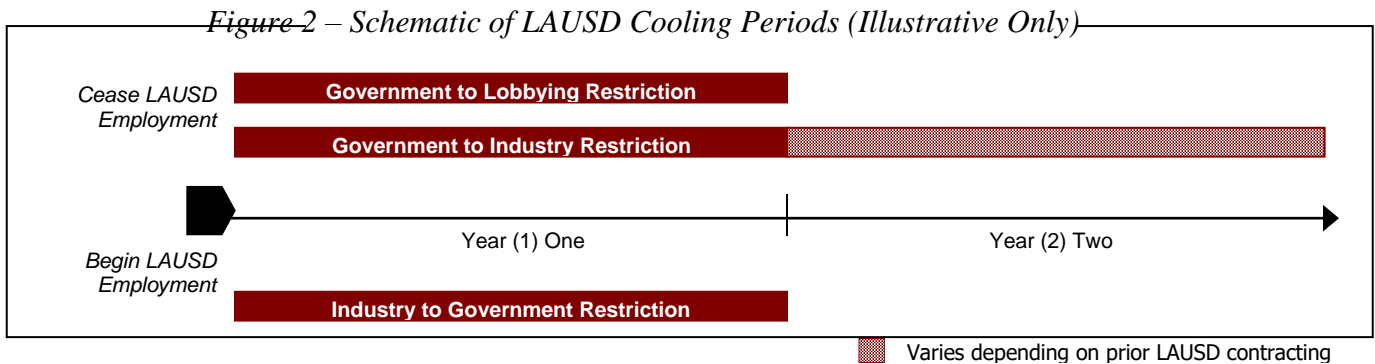
(3) It’s the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

*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.

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 1<sup>st</sup> 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*
- E. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- F. *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*
- G. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- H. *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
- I. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- J. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- K. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- L. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- M. *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*

- N. 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

- O. 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.*
- P. 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*
- 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.
- 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,