

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on August 4, 2022, between

Ultimate Exposure, Inc.
7011 Hayvenhurst Ave. Suite C
Van Nuys, CA 91406
Attn: Holly Freedman
Email: holly@ultimateexposures.com

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 June 21, 2022 through June 8, 2024.
2. OPTIONS.

This agreement includes initial terms of two (2) year, and three (3) one-year options to continue services for additional periods, at the election of the District. The District may exercise the said options within 30 days prior to the expiration date of the proceeding authorized period, by issuance of an appropriately funded unilateral modification to the agreement citing this special contract requirement authority.

Option	Period of Performance
Option Period 1	June 9, 2024 through June 8, 2025
Option Period 2	June 9, 2025 through June 8, 2026
Option Period 3	June 9, 2026 through June 8, 2027

3. 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.
4. DUTIES OF THE CONTRACTOR. shall be to provide services in accordance with **Exhibit A, Statement of Work**, which is attached hereto and made a part hereof.

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

5. 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.

6. CONTRACT AMOUNT

- 6.1 This is a zero-dollar contract. The District's Associated Student Body will issue purchase orders, in accordance with **Exhibit B, Price List**, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the school's location Principal or designee.
 - 6.2 The District will process payment within 45 days after receipt of Contractor's invoice(s) that meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and the related purchase order number, (b) be signed and submitted by the Contractor via email in PDF format to invoices@lausd.net, (c) comply with the specifications outlined in Exhibit E, 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.
7. 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. All rights and ownership of all material used in the production and/or reproduction and the finished yearbook belongs to the District Student Body.
 8. 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.

9. 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.

10. CONFIDENTIALITY

- 10.1. 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 10.3, 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.

- 10.2. 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 10.1.
- 10.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 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.
- 10.4. 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.
- 10.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

10.6. 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.

- 10.6.1. 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).

10.6.2 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.

10.6.3 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.

- 11. 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.

12. 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.

13. 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.

14. TERMINATION FOR CONVENIENCE

14.1. 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.

14.2. 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.

14.3. 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.

15. TERMINATION FOR DEFAULT

15.1. 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.

- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
16. 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.
17. 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.
18. ENTIRE AGREEMENT/AMENDMENT. This Agreement, and all exhibits to this Agreement, 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.
19. ORDER OF PRECEDENCE. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C, District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, Pricing list; (5) Exhibit D Federal Funding Addendum.
20. 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.

21. 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:

21.1. 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"), including but not limited to District policies and bulletins. 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

22. INDEMNIFICATION

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

22.1. General Indemnity

22.1.1. 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.

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

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

22.2. 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.

22.3. 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:

22.3.1. 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

22.3.2. 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.

22.3.3. 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.

22.3.4. Other coverage(s), when applicable:

- Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$1,000,000 aggregate
- Sexual Abuse and Molestation coverage
\$1,000,000 per occurrence/ \$3,000,000 aggregate
- Cyber Insurance
\$1,000,000per occurrence/ \$1,000,000aggregate

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

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

22.3.7. 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.

22.3.8. 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.

23. 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.

24. FINGERPRINTING

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

24.1. 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").

24.2. 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.

- 24.3. 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.
- 24.4. 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.
- 24.5. 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.
25. 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.
26. BUDGET CONTINGENCY
- 26.1. 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.
- 26.2. 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.
27. 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.
28. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS.
The Contractor acknowledges and agrees that the District intends to seek federal funds to payfor or reimburse expenses for equipment or services rendered under the Agreement, and the language contained in this Addendum is required by law and promulgated in federal regulations governing

the District. Therefore, the applicable clauses provided in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 and certain contract clauses recommended by FEMA, all as more particularly set forth in this Addendum, shall apply to the Agreement. A list of the required contract provisions and their applicability is provided in **Exhibit D**, which is attached hereto and incorporated herein.

29. **VENDOR COVID-19 VACCINATION REQUIREMENT.** Effective November 15, 2021, all vendors who may visit any District school site or facility and/or who 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>.
30. **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: Holly Freedman
President
Ultimate Exposure, Inc.
7011 Hayvenhurst Ave. Suite C
Van Nuys, CA 91406
Telephone: (818) 439-7475
Email: holly@ultimateexposures.com

To LAUSD: Zachary Watson
Contract Administration Analyst
Procurement Services Division
333 S Beaudry, 28th Floor
Los Angeles, CA 90017
Email: zachary.watson@lausd.net

With a copy to: Office of the General Counsel

333 S. Beaudry Avenue, 20th Floor
Los Angeles CA 90017
Email : grace.yao@lausd.net
Attention: Grace Yao

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

-DISTRICT-

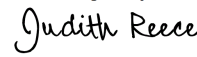
-CONTRACTOR-

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

ULTIMATE EXPOSURE, INC.

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By *Holly Freedman*

By 
F799964C6CD74AE...

Holly Freedman
(Print Name)

BDT Judith Reece, Chief Procurement Officer

TITLE: President

Dated 8/19/2022

Fed. I.D. #: 83-0415120

Dated: August 4, 2022

YMG
YMG

Exhibit A
STATEMENT OF WORK

PERFORMANCE/SERVICE REQUIREMENTS

The Contractor shall provide all labor, materials and equipment necessary to provide professional yearbook services in accordance with all requirements herein defined. The yearbook-related services for Elementary, K-8, Middle and High Schools shall meet the following requirements:

- The yearbook representative shall be available to visit schools, according to a specific written schedule determined by the advisor and the local representative in the fall. The local representative shall be available to consult with yearbook advisor and staff and to give extra help, assist with training aids and class preparation when requested by the advisor.
- Contractor shall provide the name of an individual at the printing plant, capable of making decisions over the telephone and by email regarding changes and/or corrections on the yearbooks must be furnished to each yearbook advisor for account servicing.
- Contractor shall provide opportunity for staff member and student(s) to attend training workshops or camps. The location may be an on-campus or off-campus.
- All supplies are available online.
- Contractor shall provide the name of an individual at the printing plant, capable of assisting with technical questions over the telephone, and by email must be furnished to each yearbook advisor for account servicing. This person shall also have the ability to remotely view pages on school computer, make corrections and demonstrate techniques via the Internet.
- Contractor shall schedule in-school and/or in-plant consultations whenever deemed necessary by the school. School staff reserves the right to visit the plant to review press runs of their full color, conduct a simple plant tour, or for a final consultation with in-plant personnel for specifications, etc.
- Contractor shall provide a package of pre-designed layouts that include layout designs suitable for all sections of the yearbook and with several levels of design complexity that reflect current trends in graphic designs.
- Contractor shall provide customers the option to do their own set up of pages if they choose.
- All rights and ownership of all material use in the production and/or reproduction and the finished yearbook belongs to the District Student Body. Contractor shall return to the school all materials provided for the publication, production and/or duplication.
- Contractor will provide necessary quantities of the following: posters, sample type sheets, mockup layout sheets, rulers, and instructions and sales plan for selling the yearbooks and advertisements to the students and community. The Contractor shall make available any other items that schools may need for their yearbook (i.e. CD-ROM, Graphics, Digital Camera, and Software).
- Contractor shall provide a management plan to collaborate with the District's staff, for the

production and successful delivery of yearbooks. The plan shall include the following:

- Communication guidelines and staff contacts and responsibilities
- Listing of services and support available to the District staff and students assigned to the yearbooks. Such list should include but not be limited to:
- Workshops, Educational Materials, Budget Support, Computer Programs, Plug-ins, Classroom Activities, Curriculum, Promotional and Sales Support, General troubleshooting. Costs, as applicable, should be noted.

QUANTITIES

- The actual number of books to be printed for each school may be adjusted up or down, depending on school enrollment, up to December 15 of any contract year without penalty. Price per book will change accordingly.

SHIPPING

- All prices shall be F.O.B. Destination.
- Yearbooks shall be shipped to the school on the date and time specified by the advisor.
- Deliveries shall be completed more than five (5) weeks prior to the end of school for Elementary, K-8, and Middle Schools. Five (5) weeks prior for High Schools. Should the school not desire delivery at that time, the contractor shall bear the cost of storing the books.
- The name of the shipping contractor shall be provided to the advisor, and the name of the dispatcher the advisor can call to receive shipping information.
- Contractor shall not withhold shipment of yearbooks due to billing disputes, as long as the deposit has been received.

SOFTWARE ENHANCEMENTS & PLUG-INS NEEDED

- As an alternate or supplement to the current desktop publishing software installed at the school, the yearbook advisor shall have the option, to use alternate software available through the yearbook contractor.
- The school shall be provided with appropriate software templates by the printing contractor and be submitted showing all photos, typography and graphics in place.
- School may submit pages online, using desktop format or conventional format, and is not limited to one type of page submission.

DAMAGED BOOKS

- Books damaged in shipping shall be the responsibility of the contractor to arrange credit or replacement. Books damaged in production shall be the responsibility of the contractor to fix, replace, reimburse or issue credit to the school.

DELAYS

- The contractor shall certify that adequate supplies are on hand or have been contracted for, to complete the production of the yearbook, by the deadlines specified.
- The Yearbook Advisor shall be notified **immediately** in writing of any delays, including but not limited to any delays caused by strikes/workstoppages, fires, or other disasters.
- Delays in meeting deadlines, except for the final deadline, caused by school closure due to snow, fire, or other disaster, shall not be penalized if contractor is notified immediately of such unavoidable delay. Schools shall make up such deadline delay day-for-day upon re-opening of

school.

DEADLINES

- Delivery date of books shall be dependent upon the school-year calendar. It shall not be later than five (5) weeks prior to the last day of school for Elementary, K-8, and Middle Schools and five (5) weeks prior for High Schools.
- Should it appear that the final delivery date is in jeopardy as a result of missed deadlines or for any other reason, the yearbook representative shall be responsible to immediately inform the yearbook advisor, and school Principal, prior to the final deadline, that if such deadline is missed, late delivery may result.
 - At District's discretion, an adjusted schedule shall be signed and dated by the yearbook advisor and yearbook representative.
- Schools shall have the opportunity to make up time lost from missed deadlines by submitting copy prior to the next deadline in order to retain the final delivery as originally scheduled.
- Contractor and yearbook advisor shall mutually make up schedules for missed deadlines, including color deadlines.
- All deadlines shall be consistent with the industry standard and must be conducive to the semester programs.

Exhibit B – Price List

****Pricing in the chart below includes per book cost for Stock Cover, All Color Pages, and Soft Saddled Stapled Binding. Additional pricing is below the chart.****

Books Pages	25-49	50-99	100-149	150-199	200-249	250-299	300-349	350-399	400-499	500-599	600-699	700-799	800-899	900-999	1000-1099	1100-1199	1200-1299	1300-1399	1400-1499	1500-1599	1600-1699	1700-1799	1800-1899	1900-1999	2000-2249	
16	11.46	9.73	9.21	8.95	8.73	8.52	8.40	8.33	8.27	8.13	7.99	7.84	7.70	7.55	7.41	7.36	7.16	7.03	6.53	5.96	5.16	4.51	3.67	2.88	2.59	
20	12.51	10.83	9.95	9.67	9.40	9.17	9.03	8.96	8.87	8.75	8.60	8.46	8.31	8.17	8.02	7.92	7.76	7.19	6.69	6.15	5.27	4.63	3.84	3.20	2.76	
24	13.64	11.92	10.77	10.45	10.16	9.88	9.71	9.54	9.45	9.29	9.15	9.00	8.85	8.74	8.62	8.28	7.92	7.35	6.85	6.35	5.46	4.79	4.00	3.37	2.89	
28	14.63	13.02	11.77	11.39	11.00	10.68	10.44	10.25	10.08	9.83	9.64	9.29	9.20	9.12	8.94	8.74	8.09	7.70	7.03	6.53	5.65	4.98	4.19	3.55	3.04	
32	15.85	14.11	13.03	12.47	11.82	11.26	10.92	10.62	10.10	10.00	9.82	9.66	9.50	9.36	9.25	9.03	8.27	7.86	7.22	6.69	5.86	5.16	4.35	3.73	3.16	
36	16.88	15.16	13.82	13.45	12.97	12.38	12.00	11.59	11.00	10.97	10.83	10.69	10.56	10.40	10.24	9.51	8.53	8.05	7.44	6.87	6.12	5.36	4.51	3.89	3.20	
40	18.17	16.48	14.62	14.20	13.78	13.34	12.93	12.43	11.74	11.62	11.51	11.25	11.00	10.68	10.66	9.79	8.93	8.24	7.63	7.03	6.30	5.54	4.81	4.03	3.33	
44	19.47	17.84	15.47	15.00	14.51	14.00	13.53	13.10	12.41	12.31	11.91	11.45	11.20	11.00	10.90	10.20	9.36	8.58	7.90	7.19	6.47	5.71	4.97	4.19	3.51	
48	20.94	19.17	16.32	15.76	15.16	14.56	14.00	13.75	13.45	13.09	12.56	11.94	11.47	11.23	11.19	10.43	9.67	8.91	8.15	7.39	6.63	5.87	5.11	4.35	3.59	
52	22.16	20.48	17.17	16.61	16.06	15.50	14.96	14.39	14.10	13.79	13.15	12.51	11.82	11.51	11.42	10.97	10.14	9.29	8.49	7.87	6.92	6.14	5.39	4.81	3.92	
56	23.59	21.82	18.11	17.53	16.92	16.33	15.69	15.40	15.06	14.59	13.92	13.26	12.65	12.11	11.89	11.42	10.65	9.76	8.88	8.20	7.19	6.44	5.67	4.82	4.09	
60	24.81	23.15	18.99	18.32	17.63	16.95	16.26	15.89	15.54	15.19	14.51	14.00	13.32	12.70	12.52	11.85	10.97	10.18	9.23	8.24	7.55	6.72	5.97	4.98	4.25	
64	26.23	24.49	19.91	19.18	18.28	17.74	16.98	16.58	16.23	15.89	15.22	14.58	14.00	13.37	13.16	12.29	11.41	10.53	9.66	8.78	7.90	7.03	6.15	5.27	4.40	
68	27.64	25.83	20.83	20.06	18.43	18.26	17.72	17.49	17.11	16.62	16.01	15.27	14.61	13.95	13.86	12.78	11.88	10.99	10.08	9.17	8.27	7.38	6.47	5.57	4.66	
72	29.07	27.17	21.75	21.05	18.72	18.46	18.22	18.11	17.91	17.28	16.67	15.98	15.31	14.65	14.56	13.28	12.36	11.42	10.50	9.57	8.65	7.71	6.79	5.86	4.94	
76	30.50	28.50	22.67	21.93	21.18	20.15	19.01	18.67	18.25	17.90	17.47	16.57	15.94	15.22	14.89	13.78	12.83	11.88	10.91	9.96	9.01	8.06	7.10	6.15	5.20	
80	31.93	29.84	23.64	22.79	21.82	20.53	19.36	19.02	18.58	18.20	17.84	17.25	16.51	15.71	15.25	14.27	13.29	12.32	11.34	10.36	9.38	8.40	7.42	6.44	5.46	
84	33.37	31.18	24.60	23.71	21.94	20.92	19.72	19.37	18.92	18.54	18.16	17.85	16.93	16.09	15.63	14.65	13.66	12.68	11.69	10.71	9.71	8.74	7.74	6.76	5.77	
88	34.80	32.53	25.67	24.60	22.00	21.30	20.09	19.72	19.26	18.87	18.47	18.25	17.34	16.48	16.01	15.03	14.04	13.05	12.05	11.06	10.07	9.07	8.08	7.09	6.09	
92	36.24	33.87	26.69	25.55	22.14	21.71	20.45	20.09	19.61	19.20	18.81	18.49	17.76	16.88	16.39	15.40	14.40	13.40	12.40	11.39	10.40	9.39	8.40	7.39	6.40	
96	37.68	35.22	27.68	26.56	22.86	22.11	21.81	20.45	19.82	19.55	19.15	18.67	18.20	17.29	16.79	15.78	14.77	13.76	12.75	11.75	10.74	9.73	8.72	7.71	6.71	
100	39.12	36.56	28.69	27.55	23.65	22.54	22.25	20.76	20.01	19.87	19.44	18.96	18.55	17.59	17.08	16.03	15.02	14.01	13.00	12.01	11.00	9.99	8.98	7.99	6.98	
104	40.56	37.90	30.52	28.37	24.44	22.98	22.47	21.07	19.66	19.28	20.10	19.66	19.15	18.76	17.79	17.08	16.26	15.27	14.26	13.26	12.26	11.26	10.26	9.25	8.25	7.26
108	41.99	39.25	32.12	29.47	25.23	23.42	22.69	21.37	20.54	20.34	19.87	19.33	18.98	17.97	17.52	16.51	15.50	14.51	13.51	12.52	11.51	10.52	9.52	8.53	7.52	
112	43.43	40.59	33.79	30.55	26.02	23.86	22.91	21.68	20.80	20.57	20.09	19.50	19.18	18.16	17.74	16.74	15.75	14.75	13.76	12.77	11.77	10.78	9.79	8.79	7.80	
116	44.87	41.94	35.48	31.64	26.81	24.29	23.13	21.99	21.07	20.80	20.29	19.69	19.40	18.35	17.95	16.98	15.98	15.00	14.01	13.03	12.04	11.06	10.07	9.09	8.09	
120	46.31	43.28	37.16	32.74	27.60	24.73	23.34	22.29	21.33	21.04	20.51	19.88	19.60	18.54	18.17	17.21	16.22	15.24	14.26	13.28	12.30	11.32	10.34	9.36	8.39	
124	47.75	44.62	38.87	33.82	28.38	25.17	23.56	22.60	21.59	21.27	20.73	20.06	19.82	18.73	18.39	17.43	16.45	15.49	14.51	13.54	12.56	11.60	10.62	9.66	8.68	
128	49.19	45.97	40.19	34.40	29.17	25.61	23.78	22.91	21.85	21.50	20.93	20.25	20.03	18.92	18.61	17.65	16.68	15.72	14.75	13.79	12.83	11.86	10.90	9.93	8.97	
132	50.62	47.31	41.40	35.47	29.96	26.05	23.99	23.21	22.12	21.74	21.15	20.42	20.25	19.09	18.83	17.94	16.98	16.01	15.06	14.10	13.13	12.17	11.22	10.26	9.29	
136	52.06	48.66	42.61	36.55	30.75	26.34	24.38	23.52	22.38	21.97	21.36	20.61	20.47	19.27	19.04	18.23	17.27	16.32	15.35	14.40	13.44	12.49	11.53	10.58	9.61	
140	53.50	50.00	43.81	37.63	31.66	26.78	24.83	24.22	22.64	22.21	21.56	20.80	20.67	19.44	19.25	18.52	17.56	16.61	15.66	14.70	13.75	12.80	11.85	10.88	9.93	
144	54.94	51.34	44.75	38.14	32.10	27.22	25.45	24.56	22.99	22.56	21.88	21.11	20.79	19.62	19.46	18.80	17.85	16.90	15.95	15.00	14.05	13.10	12.15	11.20	10.26	
148	56.38	52.69	45.94	39.20	32.99	27.65	26.16	25.24	23.62	23.17	22.50	21.69	21.11	19.93	19.68	19.08	18.13	17.18	16.23	15.27	14.32	13.37	12.42	11.45	10.50	
152	57.81	54.03	47.16	40.26	33.88	27.80	26.87	25.93	24.27	23.80	23.10	22.28	21.43	20.25	19.88	19.37	18.41	17.46	16.49	15.54	14.58	13.63	12.67	11.72	10.75	
156	59.25	55.38	48.09	41.31	34.77	28.24	27.57	26.60	24.91	24.43	23.71	22.88	21.75	20.55	20.10	19.65	18.68	17.72	16.77	15.81	14.84	13.88	12.93	11.96	11.00	
160	60.69	56.72	49.03	41.77	35.16	28.53	27.89	26.92	25.20	24.72	23.99	23.15	22.07	20.86	20.60	19.93	18.96	18.00	17.03	16.07	15.11	14.14	13.18	12.21	11.25	
164	62.13	58.06	49.96	42.82	36.04	29.14	28.59	27.60	25.83	25.33	24.31	23.48	22.40	21.17	20.96	20.20	19.24	18.28	17.31	16.33	15.37	14.40	13.44	12.46	11.50	
168	63.57	59.41	50.90	43.86	36.92	29.85	29.29	28.27	26.46	25.95	24.63	23.80	22.72	21.49	21.33	20.50	19.52	18.55	17.57	16.61	15.63	14.67	13.69	12.72	11.75	
172	65.00	60.75	51.83	44.91	37.79	30.56	29.99	28.94	27.08	26.56	24.94	24.10	23.04	21.80	21.68	20.77	19.79	18.82	17.85	16.87	15.89	14.92	13.95	12.97	11.99	
176	66.44	62.10	52.77	45.30	38.14	30.84	30.27	29.20	27.35	26.82	25.26	24.43	23.36	22.10	22.03	21.05	20.07	19.09	18.11	17.14	16.16	15.18	14.20	13.22	12.24	
180	67.88	63.44	53.70	46.34	39.01	31.54	30.96	29.87	27.70	27.17	25.58	24.75	23.68	22.41	22.32	21.34	20.36	19.39	18.41	17.43	16.45	15.47	14.49	13.51	12.53	
184	69.32	64.78	54.64	47.36	39.87	32.24	31.64	30.53	28.03	27.52	25.90	25.07	24.00	22.73	22.60	21.62	20.64	19.66	18.68	17.71	16.73	15.75	14.77	13.79	12.81	
188	70.76	66.13	55.57	48.40	40.74	32.94	32.33	31.20	28.38	27.87	26.22	25.38	24.32	23.04	22.89	21.91	20.93	19.96	18.98	18.00	17.02	16.04	15.06	14.08	13.10	
192	75.09	70.18	58.77	50.68	42.67	34.52	33.88	32.69	29.87	29.35	27.60	26.72	25.62	24.28	24.09	23.08	22.06	21.04	20.03	19.01	17.98	16.98	15.95	14.93	13.88	
196	76.58	71.57	59.74	51.03	42.98	34.78	34.18	32.99	30.24	29.71	27.93	27.06	25.96	24.60	24.40	23.37	22.35	21.33	20.31	19.28	18.26	17.24	16.23	15.19		

Additional Pricing**Cover Options**

Soft Cover -- durable coating

N/C

Stock Cover Design

N/C

Custom Full Color Cover

\$ 100.00 one time (additional \$50 late fee if cover is submitted after Feb 1st)

Custom Printed Endsheets

	100	150	200	250	300	350	400	500	600	700	800	900	1000
1- Color Endsheets	2.42	2.29	2.16	2.02	1.86	1.71	1.55	1.39	1.17	1.03	0.80	0.77	0.71
2- Color Endsheets	4.12	3.68	3.52	3.16	2.29	2.02	1.78	1.57	1.52	1.19	1.03	0.97	0.94
4-Color Endsheets	7.73	5.87	4.00	3.36	2.73	2.31	2.02	1.73	1.55	1.41	1.20	1.15	1.10

Special Insert Pages (Special Matte Paper)

Autograph pages-4 pages

\$ 1.00 per Book

Autograph pages-8 pages

\$ 1.50 per Book

Binding

Soft Saddle-Stapled - Includes a durable coated cover (Max. 88 Pages)

N/C

Standard Hard Cover Binding (50-book/24-page minimum, up to 176 pages)

50-149 Books \$ 6.00 per Book

Standard Hard Cover Binding (50-book/24-page minimum, up to 176 pages)

150-399 Books \$ 5.00 per Book

Standard Hard Cover Binding (50-book/24-page minimum, up to 176 pages)

400+ Books \$ 4.00 per Book

208+ Pages Require Smyth Sewn Binding

Smyth Sewn Hard Cover Binding (Includes head/foot bands) (100-book/64-page minimum)

100-149 Books \$ 8.00 per Book

Smyth Sewn Hard Cover Binding (Includes head/foot bands) (100-book/64-page minimum)

150-399 Books \$ 7.00 per Book

Smyth Sewn Hard Cover Binding (Includes head/foot bands) (100-book/64-page minimum)

400-599 Books \$ 6.00 per Book

Smyth Sewn Hard Cover Binding (Includes head/foot bands) (100-book/64-page minimum)

600-949 Books \$ 5.00 per Book

Smyth Sewn Hard Cover Binding (Includes head/foot bands) (100-book/64-page minimum)

950+ Books \$ 4.50 per Book

Exhibit C

Contractor Code of Conduct **CONTRACTOR CODE OF CONDUCT (ADOPTED** **11/02, REVISION EFFECTIVE 11/06)**

Potential Proposers shall adhere to current District policy governing the conduct of all Contractors of the District. Current District Policy can be found at the LAUSD website: www.lausd.k12.ca.us/lausd/offices/ethics

Preamble

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

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

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

1. Contractors

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

2. Mission Support

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

3. Ethical Responsibilities

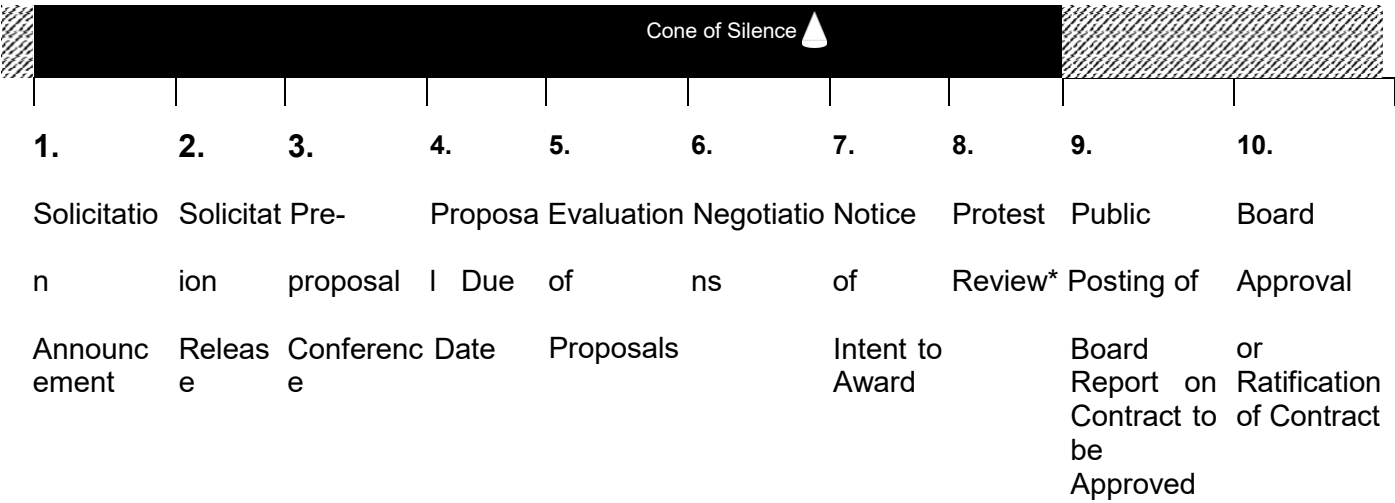
All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process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

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


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

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

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



Contracting Process

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

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

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

prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

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

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

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

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

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

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

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

- (1) State Conflict Standards – LAUSD is generally prohibited by California's Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from

contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

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

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

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
 - (a) names and positions of all relevant individuals or entities;
 - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
 - (c) a description of the suggested remedy or safeguard for the conflict.
- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

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

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

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

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amarty 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 (www.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.

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.

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.

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 (www.lausd.net/ethics). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

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

(1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:

- (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
- (b) *Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity* – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing

duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.

(2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:

(a) upon commencement of work with LAUSD,

(b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and

(c) upon termination of work with LAUSD.

(3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

(4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

(5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

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

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

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

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

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

6. Prohibited Activities

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

GENERAL PROHIBITIONS

- A. Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee;*
 - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and*
 - (3) Providing gifts without the necessary public disclosure when disclosure is required*
- H. Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*

- M. Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

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

ADDENDUM OF PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

This Addendum of Provisions Required of Federally Funded Contracts (this “**Addendum**”) is made a part of and incorporated into that certain 4400010021 (as the same may be amended, the “**Agreement**”) dated as of **[INSERT DATE]**, by and between Los Angeles Unified School District (referred to herein as the “**District**”) and Learning Ally (referred to herein as “**Contractor**”).

Should any terms and conditions of this Addendum, unless expressly stated in the Agreement, conflict with terms of the Agreement, the terms and conditions of this Addendum shall govern.

The Contractor acknowledges and agrees that the District intends to seek federal funds to payfor or reimburse expenses for equipment or services rendered under the Agreement, and the language contained in this Addendum is required by law and promulgated in federal regulations governing the District. Therefore, the applicable clauses provided in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 and certain contract clauses recommended by FEMA, all as more particularly set forth in this Addendum, shall apply to the Agreement. A list of the required contract provisions and their applicability is provided in **Exhibit D**, which is attached hereto and incorporated herein.

The Contractor and the District agree to the following terms and conditions:

1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the total contract sum under the Agreement exceeds \$150,000, the Contractor agrees to comply with the below provisions pertaining to the Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation that occurs in the course of the Contractor performing services under the Agreement to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection

Agency Regional Office.

- c. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the foregoing Clean Air Act requirements in each subcontract exceeding \$150,000 that is entered into by the Contractor in connection with services rendered under the Agreement.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation that occurs in the course of the Contractor performing services under the Agreement to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the foregoing Federal Water Pollution Control Act requirements in each subcontract exceeding \$150,000 that is entered into by Contractor in connection with services rendered under the Agreement.

2. **DEBARMENT AND SUSPENSION**

Suspension and Debarment

- a. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor hereby verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and the Contractor agrees to include a requirement to comply with these regulations in each subcontract exceeding \$25,000 that is entered into by the Contractor in connection with services rendered under the Agreement.
- c. This certification is a material representation of fact relied upon by the District. If it is later determined that, during the course of the Contractor performing services under the Agreement, the Contractor did not comply

with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment of Contractor or the applicable subcontractor.

3. **BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352**

The Contractor agrees to comply with the below provision required by FEMA. If the total contract sum under the Agreement is at least \$100,000, the Contractor shall, upon five (5) business days of the District's request file with the District (or any other public agency designated by the District), the certification as shown on **Exhibit B** to this Addendum (*i.e.*, the referenced "required certification").

"Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency."

4. **PROCUREMENT OF RECOVERED MATERIALS**

- a. In the performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to use best efforts to comply with all other requirements of Section 6002 of the Solid Waste Disposal Act applicable to federal procurement.

5. ACCESS TO RECORDS

a. The following access to records requirements apply to this Agreement:

(1) The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions of such documents, papers, and records as reasonably needed.

(3) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

8. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the federal government is not a party to the Agreement and is not subject to any obligations or liabilities to the District, Contractor, or any other party pertaining to any matter resulting from the Agreement.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Contractor and the District have executed this Addendum on the date setforth below.

-DISTRICT-

-CONTRACTOR-

By _____
Chief Procurement Officer, Judith Reece

Dated _____

By Holly Freedman
Holly Freedman
(Print Name)

TITLE President

Dated August 4, 2022

Exhibit E

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, etc.).

Signature: *Yvette Merriman Garrett*

Email: yvette.garrett@lausd.net

Professional_Services _Contract- Yearbook - Ultimate Exposure - BT initialed

Final Audit Report

2022-08-16

Created:	2022-08-15
By:	ZACHARY WATSON (zachary.watson@lausd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3ebsOFjVg2ayKg4WRj3mlhBWw2VoPZpQ

"Professional_Services _Contract- Yearbook - Ultimate Exposure - BT initialed" History



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