LAUSD UNIFIED

Procurement Services Division

Request for Proposals



Online Application for Student Records Requests

RFP No. 2000004031

Release Date: July 9, 2025

Procurement Professional Services

Contracting Officer: Ladell Nicole White

Email Address: ladell.white@lausd.net

Los Angeles Unified School District
Procurement Services Division

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Deputy Chief Business Officer

MATTHEW A. FRIEDMAN
Chief Procurement Officer

REQUEST FOR PROPOSAL LETTER

Date: July 9, 2025

Attention: Proposers

Subject: **Request for Proposal (RFP) No. 2000004031**
Online Application for Student Records Requests

The Los Angeles Unified School District seeks proposals from qualified firms to provide, implement and support a secure Online Application for Student Records Requests, as outlined in the Statement of Work (SOW).

You are invited to submit a proposal to furnish all labor, equipment, and other related materials required for the performance of a **Firm Fixed Price** contract resulting from this procurement. The period of performance will be five (5) years, inclusive of two 1-year renewal options, to be exercised at the sole discretion of the District. The contract is anticipated to start on November 15, 2025.

Proposal Due Date and Submission Instructions

Complete proposals must be emailed to the undersigned no later than:

Friday, August 8, 2025, at 4:00 p.m. (PT)

Proposals received later than this time and date will be rejected.

Proposals must be submitted via email to:

Ladell Nicole White, Contract Administration Analyst
Email: ladell.white@lausd.net
Los Angeles Unified School District
Procurement Services Division

Ground Rules and Assumptions

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

1. CONTRACT TYPE – The contract type will be **Firm Fixed Price,** with a not-to-exceed yearly total amount.
2. PERIOD OF PERFORMANCE – The period of performance shall be for a term of five (5) years, inclusive of two 1-year renewal options, to be exercised at the sole discretion of the District and is anticipated to commence on **November 15, 2025**.
3. NO OBLIGATION TO ENTER INTO CONTRACT – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. MODIFICATIONS AND ALTERNATIVE PROPOSALS – The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations, or new provisions in their proposal as such restrictions or new provisions may be determined sufficiently significant to cause the proposal's rejection.
5. ALTERNATE PROPOSALS – In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers may also submit alternate proposals to this RFP as complete "separate" offers if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.
6. PRE-AWARD AUDIT – All proposers doing business with the District are subject to pre-award audits. The District Procurement Services Division may request that the Office of the Inspector General (OIG) perform pre-award audits on ALL contracts valued at over $5 million
7. EXPENSES – Travel expenses are not permitted.
8. COSTS OF PROPOSING – Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the Proposer, without reimbursement by the District.
9. COMMUNICATIONS WITH THE DISTRICT – All communications with the District regarding this procurement shall be governed by the District Contractor Code of Conduct as referenced herein as Exhibit C.
10. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquires made to the District Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District public posting of the Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.
11. Small Business Enterprise (SBE) and Microbusiness (MIC) participation – Proposers should make their best effort to meet the LAUSD SBE participation goal of 25%. Proposers are required to submit the SBE Utilization Report - Attachment E. See Section II – Attachment E for additional information regarding the LAUSD SBE program.

12. Veteran-Owned Business Enterprise (VBE) and Disabled Veteran Business Enterprise (DVBE) participation – Proposers should make their best effort to meet the LAUSD VBE/DVBE 5% participation goal. Proposers are required to submit the VBE/DVBE Utilization Report that is in Attachment F. See Section II – Attachment F for additional information regarding the LAUSD VBE/DVBE program.
13. Minority and Women Business Enterprise participation – The District encourages participation by minority-owned and women-owned businesses in District procurement activities. Proposers must complete the MBE/WBE participation report form and include it with their IFB/RFP response. This form is solely for Business Demographics reporting. See Attachment G
14. It is the expectation of the District that the key personnel included with this proposal will be the actual individuals assigned to the project should the proposal be accepted. Should an extreme circumstance require substitution of a key team member, the District reserves the right to approve or disapprove any requested change. This is to assure that "key" personnel and persons with vital experience and skill are not arbitrarily removed from the project by the Proposer. In the event that a replacement of a proposal team member is necessary, the Proposer shall replace that person with another person with similar experience, qualification, skill sets and rates. The District may terminate the Contract based on the loss of what the District considers "key" personnel. The District must be informed of any change in personnel through the course of the audit.
15. Work Based Learning Partnership (WBLP) Plan – A WBLP will be an RFP submittal and contract *requirement. "Work-based learning partnerships" are opportunities for District secondary school* students to receive practical education relating to real-life work experience. They are part of the LAUSD Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors' businesses. Vendors can find more information regarding the LAUSD Linked Learning initiative here: https://ctelinkedlearning.lausd.org/?cfredir=1
16. Proposers will not be permitted to take exceptions to the following provisions within the District Terms and Conditions – Section III, Exhibit B, otherwise such Proposers may be deemed non-responsive:
    a. Audit and Inspection of Records
    b. Fingerprinting
    c. Data Privacy
    d. Limitation of Liability
    e. Indemnification
    f. Required Insurance Coverage
    g. Work Based Learning Partnership (WBLP) Plan
17. The District reserves the right to make an award to more than one proposer if it is in the best interest of the District.

Key Events Schedule

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

Milestone	Date
RFP Release	Wednesday, July 9, 2025
Deadline for Final Written Questions	Wednesday, July 16, 2025, at 4:00 p.m. (PT)
Proposal Due Date	**Friday, August 8, 2025, at 4:00 p.m. (PT)**
Board of Education Approval Date	October 2025 (Tentative)
Anticipated Contract Start Date	**November 15, 2025**

Proposer Questions

Final questions must be received by the close of business on **Wednesday**, **July 16, 2025**. Questions shall be in writing and submitted online through the District Solicitation website at http://psd.lausd.net/procurement_solicitations_achieve.asp.

Proposers with five (5) or more questions, shall submit the questions in a Word file (Word.docx) as an attachment via email to the Contract Analyst at ladell.white@lausd.net.

Sincerely,

Ladell Nicole White

Ladell Nicole White
Contract Administration Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP No. 2000004031
Online Application for Student Records Requests

TABLE OF CONTENTS

TITLE	PAGE NUMBER
SECTION I	
Project Overview	07
Statement of Work (SOW)	07
Evaluation Criteria	13
Minimum Qualifications	14
Technical Evaluation Criteria	14
Basis of Award	16
Proposal Submittal Requirements	17
Instructions to Proposers	20
SECTION II – SUBMITTAL FORMS	
Attachment A* – Price Proposal Instructions and Fee Schedule	28
Attachment B – Proposal Letter/Certificate of Acceptance	29
Attachment C – Compliance with LAUSD Ethics and Integrity Standards	30
Attachment D – California Public Records Act (PRA)	39
Attachment E – Small Business Enterprise (SBE)	41
Attachment F – Veteran/Disabled Veteran Business Enterprise	43
Attachment G – Minority and Women Business Enterprise	45
Attachment H – Client Reference Form	46
SECTION III – EXHIBITS (Reference Documents)	
Exhibit A – Insurance Requirements	49
Exhibit B – District Terms and Conditions (ITS)	50-96
Exhibit C – Contractor Code of Conduct	97
Exhibit D – Lobbyist Registration	113
Exhibit E – Fraud Notification	114
Exhibit F – [RESERVED]	115
Exhibit G – Addendum of Provisions Required for Federally Funded Contracts – FEMA	116
Exhibit H – Data Use Agreement (DUA)	125-144
SECTION IV – APPENDICES	146
Appendix A – Records Request Form for Division of Special Education	
Appendix B – Requirements Checklist (Excel)	

*Attachment A – Price Proposal is formatted in Excel and provided separately.

RFP No. 2000004031
Online Application for Student Records Requests

SECTION I
Project Overview

Background

As the second largest in the nation, the Los Angeles Unified School District enrolls more than 550,000 students in transitional kindergarten through 12th grade and employs over 78,000 certificated and classified staff members to carry out its public education mission. The District covers 710 square miles that includes the city of Los Angeles, as well as 25 smaller municipalities (whole or in part), and several unincorporated sections of Los Angeles County. There are over 1,500 schools and education centers with enrollments ranging from fewer than 200 to more than 2,500 students.

The mission of the Office of Data and Accountability (ODA) is to collect, verify, analyze, and report student demographic and achievement data that informs the operational and instructional practices in our schools. For more information, please visit the ODA website at: https://www.lausd.org/oda

Statement of Work

I. SCOPE

The Los Angeles Unified School District (LAUSD or District) is seeking competitive proposals from qualified firms to provide, implement and support a commercially available, secure, cloud-based software application that facilitates the online management of school records requests for current and/or former LAUSD students.

The District has accumulated a vast amount of student records since its founding. The ODA has initiated a project to digitize all available and previously unconverted student records (e.g., transcripts, graduation verification, disciplinary actions, immunization and attendance records). The precise number of records will not be known until the digitization is complete. The software solution sought by this proposal must have the capacity to efficiently manage the frequent, large volume of virtual records requests from former students, parents/guardians and various third parties, in accordance with federal and state privacy laws.

Proposing firms must demonstrate expertise and success implementing and supporting records management and retrieval software solutions for fee-based records requests. The contract awarded for this system shall include revenue sharing between the Contractor and the District, with no cost outlay by the District (e.g., for services or infrastructure).

II. REQUIREMENTS

A. Administrative Requirements

Contractor shall do the following

1. All digital software solutions meet the District Procurement of Digital Solutions (PoDS) requirements (formerly UDIPP)
2. Integrate the LAUSD Active Directory security group with employee Single Sign-On (SSO) accounts via Azure AD, in accordance with the terms and conditions specified in Section 16.2 (h) of the Information Technology (IT) Service and Support Agreement (Exhibit B)
3. Provide application support and maintenance, and facilitate updates for all devices, including mobile devices (i.e., smartphones and tablets) with various screen sizes to ensure optimal functionality, without exception

4. Ensure user interface is ADA compliant, including compliance with standards outlined in Section 508 (1194.22) of the federal Web-based Intranet and Internet Information and Applications policy (US Access Board)
5. Ensure compliance with all other applicable federal, state, and local requirements and adherence to current industry standards for Personal Identifiable Information (PII) from student education records, electronic signatures, and online payments including but not limited to the following:
    a. Family Educational Rights and Privacy Act (FERPA) (US Department of Education)
    b. LAUSD Data Use Agreement (Exhibit H)
    c. Health Insurance Portability and Accountability Act (HIPPA) (US Department of Health and Human Services)
    d. District policies related to Data and Accountability
6. Ensure appropriate application security measures
    a. Administrator control
    b. Access control
    c. Security profile

B. System and User Interface Requirements

The software solution must enable and support the following application design and feature requirements:

1. User-friendly interface and simple template design for record request submittals and fee collection including enhanced smartphone and tablet user-interface design
2. Customizable
    a. Built-in application fields to accommodate categorization questions

    For example, "Was your projected graduation date from 2006 to 2014, and you met graduation course requirements but did not successfully complete the California High Exit Exam (CAHSEE)? If so, you qualify for a diploma under SB172 legislation[1]
    b. Ability to modify content and formatting within the template (e.g., button placement, column adjustments)
3. Separate and distinct landing page designs for the following Divisions:
    a. Office of Data and Accountability (ODA)
    b. Division of Adult and Career Education (DACE)
    c. Division of Special Education
        i. **NOTE:** The Division of Special Education cannot and does not charge fees for requests pertaining to special education student records
        ii. Annual special education student record requests range from 10,000 – 12,000
        iii. See Appendix A – Records Request Form for the Division of Special Education

1 Senate Bill No. 172 (SB172) suspended the administration of the high school exit exam and removed the high school exit exam as a condition of receiving a diploma of graduation or a condition of graduation from high school for each pupil completing grade 12

System and User Interface Requirements (continued)

4. All landing pages and forms accessed through the pages must be available in English and Spanish
5. Capacity to translate template into languages other than English (e.g., via Google translate)
6. Announcement section configured to address current messaging for users

   For example, “For consistency, Cal Grant steps for verification procedures must be conveyed, as indicated on the LAUSD, Office of Data and Accountability, Student Records and Data Management Branch website”
7. Mailing Address Validation

   Provide United States Postal Service (USPS) mailing address validation during user application completion (e.g., via smarty.com)
   a. Provide users with automated order status updates
8. Fee Processing and Related Communication
   a. Electronic fee processing (i.e., electronic payments) via credit/debit cards and e-checks must be available
   b. Designated District staff shall be authorized to waive fees
   c. Accommodate manual money order payments in the workflow at the discretion of the District (i.e., establish a process/workflow that allows the user to complete the application without payment)
   d. Generate customizable email templates for staff to communicate with requestors
9. Order Routing and Tracking
   a. Enable three (3) or more routing/management groups within different Divisions/Units of the District including:
      i. Office of Data and Accountability (ODA)
      ii. Division of Adult and Career Education (DACE)
      iii. Division of Special Education
   b. Provide user-initiated order tracking
   c. Provide users with automated order status updates
10. Manual Order Fulfillment
   a. Ability to print materials such as customer applications, receipts, and mailing envelopes, in compliance with USPS (United States Postal Services) standards
11. Secure, Cloud-hosted Electronic Order Fulfillment
   a. Allow authorized District personnel and application users to upload PDF documents for retrieval
   b. Allow users/requestors or a third party identified by the user/requestor (e.g., employer or college) to retrieve the uploaded PDF documents for a limited period of time agreed upon by the District and the Contractor
   c. Student records may remain in the cloud for a duration of time to be determined by the District

System and User Interface Requirements (continued)

12. Analytics Dashboard
    a. Develop an analytics dashboard using metrics to support customer service and operational efficiency
    b. Data reporting shall convey key performance information including but not limited to:
        i. Outstanding orders
        ii. Records requests volume-tracking
        iii. Aging records requests
        iv. Completed requests, by agent
        v. Work History (i.e., track work completed by staff)
        vi. Pending records requests, by agent
        vii. Customer feedback
        viii. Summary data reports: by date and date range
    c. Reports must have the option to export data to Excel (.xlsx) and CSV (.csv) files
13. User Customer Support
    a. Contractor shall provide live, timely customer service and assistance to users Monday through Friday, from 8 a.m. to 5 p.m.
    b. Customers shall have access to live agents online, and/or via phone for questions not sufficiently answered by automated chatbot or FAQs (Frequently Asked Questions)
    c. Contractor shall develop a mechanism for customer feedback data collection
14. Application Support for District Personnel
    a. Timely support and assistance for District users Monday – Friday, 8 a.m. to 5 p.m.
    b. Contractor shall respond to questions and requests for assistance by phone or email within 24 hours of the initial contact during regular business hours, excluding holidays

C. Technical Requirements

Contractor shall:

1. Provide the cloud-hosted software application and all supporting infrastructure
2. Ensure reliability
   The service level agreement specifies an annual 99.9% user availability, for access seven (7) days a week, 24-hours a day, except during scheduled maintenance. Response time for production-related issues should be within 15 minutes, and issues should be resolved within one hour
3. Ensure aggregated scheduled maintenance does not exceed eight (8) hours of downtime per month, unless prior District authorization
4. Ensure system has redundant data storage with frequent snapshots (e.g., more than two (2) cloud locations with snapshots at least every 45 minutes)
5. Ensure system/data backup frequency/recovery point objective (RPO) is 2 hours or less
6. Provide a System Acceptance Test Plan (subject to District approval)
7. Provide customized implementation support, including coordination, planning and execution of testing prior to full implementation for each District student records workgroup
    a. Testing shall occur for a minimum of two (2) days for each workgroup
8. See Appendix B for a comprehensive Requirements Checklist

D. Fees

Contractor shall:

1. Adhere to the record request fee schedule listed in the table below (and Attachment A)
    a. Contractor fees are defined as *per transaction charges* unrelated to the number of records requested during a single transaction

        The Contractor fee is defined as a per transaction fee: for example, a student requesting five copies of their transcripts will be charged $25.00. The Contractor fee will be $3.00 for the single transaction, and the balance ($22.00) will be remitted to the District.

2. At no time charge the District or former students any fees associated with credit card or payment processing
3. Automate the District's ability to waive fees
    a. LAUSD shall be designated the sole responsible party for decisions to waive fees, when necessary. Neither the District nor the Contractor shall receive payment when a fee is waived
4. Include the ability for the District to impose a fee to expedite student record request fulfillment. This option will be at the discretion of LAUSD.

#	Record Request Fee	Record Request Fee	Contractor Fee	District Fee
Students				
1.	High School Transcripts	$ 5.00	$ 3.00	$ 2.00
2.	Proof of Graduation Letter	$ 5.00	$ 3.00	$ 2.00
3.	Diploma Reprint	$ 15.00	$ 3.00	$ 12.00
4.	Diploma Reprint with Cover	$ 20.00	$ 3.00	$ 17.00
5.	Immunizations	$ 5.00	$ 3.00	$ 2.00
6.	SB172 Request for Diploma Reprints[1]	$ 15.00	$ 3.00	$ 12.00
7.	Cal Grant Verification	$ 5.00	$ 3.00	$ 2.00
Third-Party Requests				
9.	Graduation Verification	$ 20.00	$ 4.00	$ 16.00
10.	Authorization for Student Cumulative Record	$ 25.00	$ 4.00	$ 21.00
11.	High School Transcripts	$ 20.00	$ 4.00	$ 16.00

[1]In accordance with SB172 legislation, the first diploma reprint request shall be processed as a $0 charge

E. Training Requirements

Contractor shall:

1. Plan, organize and coordinate customized employee training for each District student records workgroup and technical support staff. The Price Proposal must include all aspects of training, including materials and related expenses.

   LAUSD is only required to provide the space and time to facilitate any proposed training.

   The training shall:

   a. Occur for a minimum of two (2) days in order to sufficiently prepare District personnel to use the application

   b. Remain available to District personnel who require/request additional support for a minimum of four (4) to eight (8) days (two (2) hours/day) once the system goes live. Any remaining time may be used throughout the year at the request of the District student records workgroup

2. Prepare and provide user-friendly training guides for each division prior to implementation. Training guides shall be maintained/updated as needed to accurately reflect changes made to the application

3. Obtain approval and expressed written consent prior to implementing new features or functionalities in the established student record request application and provide District personnel with training and/or updated training guides for any significant changes and new application features or functionalities

F. End of Contract Activities

1. Contractor shall perform any necessary reconciliation of financial data and transactions between the Contractor and its successor during a transition year

2. Contractor shall ensure that front-end users maintain continuous and uninterrupted services during a contract transition year

G. Performance Review

District shall conduct at least one performance review to ensure the satisfactory delivery of services. Contractor shall receive a performance review notification from the District. If Contractor performance is deemed unsatisfactory, the Contractor will be required to submit a corrective action plan to address any deficiencies. If the performance does not improve, the contract may be terminated.

End of Statement of Work

RFP No. 2000004031
Online Application for Student Records Requests

SECTION I
Evaluation Criteria

A. Evaluation and Selection

Proposals shall be evaluated for responsiveness to the requirements of the RFP and on the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP document. Refer to **Instructions to Proposers** (IP-11), for the definition of responsibility. A Proposal that does not meet the requirements may be rejected for being non-responsive and/or non-responsible.

Any contract resulting from this RFP shall be awarded to that responsible and responsive firm who offers a justifiably fair and reasonable price, and the overall best value.

Proposals shall be evaluated in the following order:

1. Phase I Minimum Qualification Review: The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and the minimum qualification requirements as defined herein. Proposals that are deficient in meeting the minimum qualifications at the time of proposal submittal will be deemed non-responsive to the RFP and granted no further consideration.

2. Phase II Technical Evaluation: Proposals that meet Phase I Minimum Qualification requirements will be evaluated based on the Phase II evaluation criteria herein. The Source Selection Committee for this procurement will determine which firms fall within the competitive range of scores. The highest rated proposers will be invited to participate in the Phase III Technical Interview.

3. Phase III Technical Interview (Tentative): The District reserves the right to hold Technical Interviews. The top three (3) highest scored proposers may be invited to participate in Phase III interviews for clarifying questions and/or product demonstrations. If Phase III interviews are conducted, the final score will be the aggregate of their Phases II and III scores.

The Source Selection Committee will recommend which firm(s) within the competitive range shall receive a contract offer. Firms, both within and outside of the competitive range, will be notified of their status. Despite a recommendation of the Source Selection Committee, contract awards will be subject to approval of the District Board of Education.

B. Phase I – Minimum Qualifications – Pass/Fail

Proposing firms shall meet the minimum qualifications requirements at the time of proposal submittal.

Proposers must provide proof of compliance with the minimum requirements in order to move forward to the Phase II Technical Evaluation.

Firms failing to meet the minimum qualifications will be deemed non-responsive and will be removed from further consideration.

Minimum Qualifications	
1.	Proposing firms must have at least five (5) years of experience implementing and supporting similar software solutions for an educational, government, or commercial institution
2.	The proposed software must have been in use for at least two (2) years within an institution relatively similar to LAUSD in scope and complexity
3.	Proposers must provide a minimum of two Client References (Attachment H)
4.	Proposer must submit proof of insurance meeting the requirements stated in Exhibit A, or a statement that Proposer will be able to meet the insurance requirements prior to award of contract.

C. Phase II – Technical Evaluation Criteria

Proposals meeting the Minimum Qualifications will be scored as follows:

1.	Experience and Qualifications of the Firm and Personnel	25 points
2.	Work Plan/Project Approach	30 points
3.	Price/ Proposal	35 points
4.	Work-Based Learning Partnership (WBLP) Plan	5 points
5.	Small Business Enterprise (SBE) Participation	5 points
	Total Points	**100 points**

Proposals will be evaluated by a Source Selection Committee of internal and external stakeholders based on the following criteria:

1. Experience and Qualifications of Firm and Personnel – 25 points

   The experience and qualifications of the proposing firm and their personnel shall be evaluated according to the following criteria, in equal order of importance.

   a. Does the firm have recent and relevant experience?

      Describe at least two (2) ongoing or completed projects in the past five (5) years that demonstrate the firm's ability to execute a project similar in scope. List the most recent project first.

   b. Does the firm adequately detail their expertise, resources and capacity to deliver the requirements outlined in the Statement of Work (SOW)?

   c. Does the proposed personnel team have the necessary experience and qualifications (including certifications) to successfully administer the contracted services?

      This criterion will be verified through resumés and cover letters of proposed personnel

2. Work Plan/Project Approach – 30 points

   The proposed work plan and project approach shall be evaluated according to the following criteria, in equal order of importance.

   a. Does the proposed plan demonstrate an understanding of the Statement of Work?
   b. Does the proposal include a clear and detailed plan to successfully deliver services in accordance with the requirements outlined in the SOW?
      i. General Applications/System
      ii. Administrative
      iii. Technical
   c. Is the firm adequately prepared to address adversity during the term of the contract?

      Explain the firm's approach to maintaining compliance if regulatory or governmental changes affect the collection, gathering, or authorization of electronic signatures.
   d. Did proposer complete Appendix B?
   e. Does the proposal include a timeline for service delivery?

3. Price Proposal – 35 points

   The proposed price shall cover the entire contract term, including extended warranty and renewal option periods. The Price Proposal shall be evaluated based upon overall best value to the District. Best value shall be based on price realism and price reasonableness in providing the required services. Price realism shall consist of an assessment of whether the proposed price is realistic for the work to be performed and whether it is reflective of a clear understanding of the equipment specifications, service requirements, and pricing guidelines as outlined in Statement of Work.

4. Work-Based Learning Partnership (WBLP) Plan – 5 points

   The WBLP Plan must detail strategies for implementing a WBLP plan. Higher-rated plans will provide opportunities that will benefit a larger number of students, cover a longer period, and may consist of one or more of the following (listed in descending order of value):

   a. A paid internship (at least minimum hourly wage and transportation assistance)
   b. Lead to an industry credential or certificate (e.g., MS-certified, Apple-certified, phlebotomist, pharmaceutical technician, etc.)
   c. Provide substantive on-the-job training tied to the industry (i.e., work on a project that benefits the organization and teaches the student valuable workplace skills, not just answering phones or emptying garbage), and/or
   d. Assist with school-based activities (e.g., project-assessments, job-shadowing, mentoring, workplace tours, etc.)
   e. Proposers can receive credit for already-established programs that District students can access

5. Small Business Enterprise Participation – 5 points

   SBE participation will be evaluated using the SBE Utilization Report (Attachment E) and verified in SAP. Proposers with a verifiable certification shall receive maximum points.

   Note: The points allocated to a proposal for SBE utilization will be in proportion to the percentage of SBE utilization claimed. For example, a vendor that proposes 25 percent SBE participation will receive 25 percent of the five (5) possible percentage points (i.e., 5 X 0.25 = 1.25) and a certified SBE with 100 percent participation would get the full five (5) points.

D. Basis of Award

Subject to the provisions herein, a contract award will be made to the responsive and responsible proposer(s) that receives the highest total score, with the appropriate consideration given to the evaluation factors stated herein.

The District has the right to select one or more proposers.

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

The District reserves the right to make an award to other than the lowest cost proposer.

End of Evaluation Criteria

RFP No. 2000004031
Online Application for Student Records Requests

Proposal Submittal Requirements

A. General Format of Proposal and Submittal Instructions

Interested Proposers are directed to submit their complete proposal to the Contract Analyst via email. All documents must be converted and saved as Adobe PDF (.pdf) files, including those requiring signatures. Files may not exceed 20 megabytes (MB). **No links to external folders will be accepted**.

A complete proposal includes the following clearly labeled, separate files:

- One (1) PDF of Volume I – Technical Proposal
- One (1) PDF of Volume II – Certification Forms
- One (1) PDF of Volume III – Price Proposal

Documents must be single-spaced, with a minimum font size of 10. Do not include promotional or advertising materials.

B. Proposal Content

A complete proposal must have the following components and must be arranged in the following order:

Volume I – Technical Proposal

1. Cover Letter

The cover letter shall not exceed three (3) single pages and must be signed by an authorized representative of the proposing firm. The cover letter shall include the following:

a. In your own words, provide a brief summary of the requested services

b. A description of the firm's specific role, as it relates to the RFP, and qualification for performing that role. Identify the name, business address, affiliations, email address and telephone number(s) of each key contact person

c. An explanation of the anticipated issues related to the delivery of services outlined in the Statement of Work. Provide specific suggestions for avoiding or mitigating these issues

d. Acknowledgement and acceptance of all terms and conditions related to District contract and insurance requirements, unless otherwise noted

Note: If there are any exceptions, comments, or recommended modifications to the sample District Terms and Conditions (Exhibit B), Proposers shall submit the exceptions, comments and/or recommendations, as a MS Word document (.docx), in a separate appendix to their Volume I submittal.

Please use the following notations to propose specific changes to District terms and conditions:

- Red and underlined for inserted text
- ~~Red and strikethrough for deleted text~~

Exceptions are not permitted for the following RFP forms and reference documents:

- Instructions to Proposers (IPs)
- Contractor Code of Conduct
- Small Business Enterprise Utilization Report
- Proposal Letter/Certificate of Acceptance
- Ethics and Integrity Standard

Proposers are cautioned to limit exceptions, conditions, modifications, or new provisions in their submittals as such alterations and additions may be deemed sufficiently significant and cause the proposal's rejection.

e. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) shall include a complete disclosure of any civil litigation, settlement, arbitration, or proceeding to which it is a party, and which is pending or was concluded within one year from the date of this RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, settlement, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

2. Table of Contents

3. Minimum Qualifications
Submit a statement and supporting documentation addressing the Minimum Qualifications for proposing firms that specify how compliance was achieved for each of the requirements identified in Section I Evaluation Criteria, items B and C.

Firms failing to meet the minimum qualifications will be deemed non-responsive and will be removed from further consideration.

4. Experience and Qualifications of Firm
Submit a statement and supporting documentation addressing the experience and qualification requirements for proposing firms outlined in the Statement of Work

5. Experience and Qualifications of Proposed Personnel
Submit a statement and supporting documentation addressing the Minimum Qualifications for personnel of proposing firms (documentation must include resumés)

6. Work Plan/Project Approach
Submit a detailed work plan describing the approach to fulfilling all requirements outlined in the Statement of Work and Technical Evaluation

7. Work-Based Learning Partnership (WBLP) Plan
Submit a work-based learning plan as described in the Technical Evaluation Criteria

Volume II – Certification Forms

1. Proof of general liability, professional liability, cyber liability, automobile, and workers compensation insurance, meeting the minimum coverage amounts in Section III – Exhibit A, or a statement certifying that, if awarded a contract, firm will obtain the required coverage and amounts
2. Attachment B Proposal Letter/Certificate of Acceptance
3. Attachment C Compliance with LAUSD Ethics and Integrity Standards
4. Attachment D California Public Records Act (PRA)
5. Attachment E Small Business Enterprise (SBE) Utilization Report
6. Attachment F Veteran Business Enterprise Utilization Report
7. Attachment G Minority and Women Business Enterprise Demographics Report
8. Attachment H Client Reference Form

Volume III – Price Proposal

Submit a Price Proposal to perform all services as outlined in the Statement of Work.

The Price Proposal form is formatted in Excel and provided as a separate Attachment (A).

All prices, rates and fees must be fully burdened and inclusive of tax, direct labor cost, overhead, general and administrative (G&A) expenses, and profit. The fully burdened **Firm Fixed Prices** shall be fixed for the duration of the contract.

Complete the Price Proposal form in its entirety and include the form with the proposal submittal.

The District encourages proposers to address all requirements and deliverables outlined in the Statement of Work. The District will not accept a partial response to components of the SOW for this solicitation. Price proposals will be evaluated on total cost/price. The District may consider alternative pricing models such as tiered discounts, monthly, or annual pricing.

Proposers should provide the best competitive prices on initial submission.

Incomplete price proposals may cause the proposal to be deemed non-responsive. Failure to comply may result in a rejected proposal.

The District retains the right to use the deliverables as it sees fit without additional charge.

All proposals submitted in response to this RFP shall become property of the District.

End of Proposal Submittal Requirements

SECTION I
Instructions to Proposers

Instruction No.	Description
IP-1	Examination of RFP Documents
IP-2	Interpretation of RFP Documents
IP-3	Preparation of Proposal
IP-4	Modifications and Alternative Proposals
IP-5	Pre-Proposal Conference
IP-6	Addenda
IP-7	Signing of Proposal and Authorization to Negotiate
IP-8	Withdrawal of Proposals
IP-9	Insurance Requirements
IP-10	Submission of Proposal
IP-11	Proposal Evaluation Process
IP-12	Debriefing
IP-13	Public Records Act
IP-14	District Rights
IP-15	District Ownership of Products
IP-16	Communication with the District
IP-17	Disqualification of Proposers
IP-18	Execution of Contract
IP-19	Fingerprinting
IP-20	Filing of Protests
IP-21	Small Business Enterprise (SBE)
IP-22	LAUSD Ethics Standards
IP-23	Mandatory Lobbying Disclosure
IP-24	Pre-Award Audits

SECTION I

Instructions to Proposers

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

IP-1 Examination of RFP Documents

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

IP-2 Interpretation of RFP Documents

Prospective proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via to the LAUSD Solicitation website (https://psd.lausd.net/procurement_solicitations_achieve.asp). The District response to requests for interpretation or clarification which require a change in the Statement of Work or in the RFP requirements will be made in writing via RFP addendum.

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

IP-3 Preparation of Proposal

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

IP-4 Modifications and Alternative Proposals

The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations, or new provisions in their proposal as such restrictions and new provisions may be determined sufficiently significant to cause the proposal's rejection.

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

IP-5 Pre-Proposal Conference

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

IP-6 Addenda

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

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

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

IP-7 Signing of Proposal and Authorization to Negotiate

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

IP-8 Withdrawal of Proposals

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

IP-9 Insurance Requirements

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

IP-10 Submission of Proposal

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

IP-11 Proposal Evaluation Process

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

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

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

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

IP-12 Debriefings

Debriefing requests must be received by the District within ten (10) calendar days after the District issues the Notice of Intent to Award. No debriefing shall take place until after the execution of the contracts that result from this procurement. Requests for debriefings must be submitted in writing. Debriefings shall be confined to a discussion of the proposer's proposal and that proposal's advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed proposer's proposal with those of other proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

IP-13 Public Records Act

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

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

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

IP-14 District Rights

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

1. Reject any or all of the Proposals
2. Issue subsequent RFPs for the same statement of work
3. Cancel the entire RFP
4. Remedy errors in the RFP
5. Reduce the scope of work if in the best interest and at the sole discretion of the District
6. Appoint evaluation committees to review proposals
7. Seek the assistance of technical experts to review proposals
8. Approve or disapprove the use of certain subcontractors and suppliers

9. Establish a short list of proposers eligible for discussions, clarifications, or interviews after review of written proposals
10. Negotiate with any, all, or none of the proposers
11. Solicit best and final offers from all, some, or none of the proposers
12. Award a contract to one or more (or none) of the proposers
13. Accept other than the lowest priced proposal
14. Waive informalities and irregularities in proposals
15. Award a contract without discussions or negotiations
16. Disqualify proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposers

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

IP-15 District Ownership of Products

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

IP-16 Communications with the District

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

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

IP-17 Disqualification of Proposers

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

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

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

P-18 Execution of Contract

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

IP-19 Fingerprinting

If the nature of the work is such that the proposer and its staff will have contact with children on District school sites, that proposer will be required to comply with the fingerprinting requirements of California Education Code Section 45125.1 and as detailed in the LAUSD contract. In addition, to the extent known at the time of the proposal submittal, the proposer must include with the proposer's proposal a list of the names of staff members who may have contact with pupils during the proposer's performance of the services that are the subject of this RFP.

IP-20 Filing of Protests for Negotiated Procurements

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

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

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

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

- The name and address of the interested party and its relationship to the procurement
- Identification of the proposed procurement or contract
- Substantive description of the nature of the protest
- All documentation supporting the allegations of the protest
- Statement of the specific relief requested
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based and
- Signature of an authorized executive with the authority to bind the Contractor

The Chief Procurement Officer, or designee, shall make a determination on the protest normally within (10) working days after its receipt. The Chief Procurement Officer, or designee, has the authority to make a final determination and the decision shall constitute the protestor's final administrative remedy.

IP-21 Small Business Enterprise (SBE)

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

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

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

For further details, please see Attachment E -Small Business Enterprise (SBE) Utilization Report.

IP-22 LAUSD Ethics Standards

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

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

IP-23 Mandatory Lobbying Disclosure

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

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at https://www.lausd.org/Page/14762 (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

IP-24 Pre-Award Audits

1. Definition. A pre-award audit, conducted by the District Office of the Inspector General (OIG), examines the reasonableness of a contractor’s cost proposal. It may also include an examination of the contractor’s internal controls, accounting and billing systems, and financial capabilities.

2. All proposers doing business with the District are subject to pre-award audits. The District Contract Administration Branch may request that the OIG perform pre-award audits on all contracts valued at over $5 million. The Contract Administration Branch may request pre-award audits for contracts valued at $5 million or less.

End of Instructions to Proposers
End of SECTION I

SECTION II

Submittal Forms (Attachments)

GENERAL INSTRUCTIONS

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

- Submittal Forms are to be completed in accordance with the directions thereon and the Instructions to Proposers and submitted with the proposal.
- All required explanatory narratives, and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or typewritten entries is preferred on the Submittal Forms and all additionally requested information.

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

SECTION II

Attachment A

Price Proposal and Fee Schedule

Complete the attached Price Proposal form (.xlsx) by indicating the **Firm Fixed Price** for all proposed services and deliverables.

The price proposal shall provide itemized cost information for each element of service as outlined in the Statement of Work. Prices and rates for all services, time and materials must be fully-burdened (i.e., include tax, labor, fees, overhead, profit and other expenses).

The agreed prices and fees indicated on the form shall remain fixed for the duration of the contract.

I. Price Proposal

The Price Proposal form is formatted in Excel and provided as a separate attachment.

II. Fee Schedule

The Contractor shall adhere to the Record Request Fee Schedule below.

#	Record Request Fee	Record Request Fee	Contractor Fee	District Fee
Students				
1.	High School Transcripts	$ 5.00	$ 3.00	$ 2.00
2.	Proof of Graduation Letter	$ 5.00	$ 3.00	$ 2.00
3.	Diploma Reprint	$ 15.00	$ 3.00	$ 12.00
4.	Diploma Reprint with Cover	$ 20.00	$ 3.00	$ 17.00
5.	Immunizations	$ 5.00	$ 3.00	$ 2.00
6.	SB172 Request for Diploma Reprints[1]	$ 15.00	$ 3.00	$ 12.00
7.	Cal Grant Verification	$ 5.00	$ 3.00	$ 2.00
Third-Party Requests				
9.	Graduation Verification	$ 20.00	$ 4.00	$ 16.00
10.	Authorization for Student Cumulative Record	$ 25.00	$ 4.00	$ 21.00
11.	High School Transcripts	$ 20.00	$ 4.00	$ 16.00

[1]In accordance with SB172 legislation, the first request for a diploma shall be processed as a $0 charge

End of Attachment A

SECTION II

Attachment B

Proposal Letter/Certificate of Acceptance

PROPOSER _____

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

In response to the **Request for Proposal (RFP) No. 2000004031**, we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, and hereby propose to perform the Scope of Services as described in the RFP.

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

The undersigned agrees to perform the Scope of Services at the costs indicated in its Fee Schedule if its proposal is accepted within **120** days from the date specified in the RFP for receipt of proposals. The undersigned has reviewed the lobbyist registration program information included in the RFP (Exhibit D).

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

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

_____

(Name) (Title) (Phone)

Email Address: _____

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

BY:

_____ _____

(Signature) (Email)

_____ _____

(Type or Print Name) (Phone)

_____

(Title)

_____

(Address)

End of Attachment B

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:

SECTION II

Attachment C

Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by the LAUSD Contractor Code of Conduct. 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 broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

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

1. Ethics Agreement

I, the undersigned affirm, under penalty of perjury by the laws of the state of California, that I am authorized, as the senior executive responsible for my organization's ethical conduct, to execute this certification on behalf of my organization and our representatives* and to ensure that each and every representative abides by LAUSD ethics and integrity standards in accordance with the LAUSD Contractor Code of Conduct which I have reviewed in full. I declare that all representations made in this certification are true, correct and in good faith, and I commit to providing an updated form within 10 business days whenever there is a material change to the information, I have provided during the term of our contract with LAUSD.

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

Senior Executive responsible for your organization's Ethics and Integrity:		
Name of Responsible Senior Officer	Position Title	Phone Number
Signature of Responsible Senior Officer	Date	E-mail Address

2. Ethical Management (Please complete each line below):

A.	My organization takes responsibility for ensuring that each of our representatives, regardless of position, understands and complies with the duties and requirements outlined in the LAUSD Contractor Code of Conduct and for ensuring that we adhere to the highest standards of honesty and integrity in all our dealings with and/or on behalf of LAUSD.	❒ **Yes**	❒ **No**
B.	My organization has an effective management process in place to ensure that the behavior, decisions, and actions of our representatives demonstrate the letter and spirit of the LAUSD ethics and integrity standards in <u>all</u> phases of any relationship with LAUSD.	❒ **Yes**	❒ **No**
C.	Briefly describe the scope of your organization's efforts to manage for and assure ethical conduct. *Attach an additional sheet of paper if necessary*		
D.	**By initialing here, I certify that my organization and our representatives will exercise caution at all times to ensure that our conduct avoids even the appearance of impropriety or misrepresentation. We will be proactive in asking questions and seek formal guidance from LAUSD whenever there is a doubt about how to proceed in an ethical manner.**		

3. Contractor Responsibility (Please complete each line below):

For each "No" answer below, attach an additional sheet of paper with the heading "Contractor Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.			
A.	My organization and our representatives demonstrate a record of integrity and business ethics in accordance with all local, state and federal laws, ordinances, directives and regulations as well as the policies and requirements established by LAUSD.	❒ **Yes**	❒ **No**
B.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a criminal investigation, indictment, conviction, judgment, injunction, or a grant of immunity, including pending actions, for bribery, embezzlement, extortion, falsification, forgery, making false statements or, any other business or ethics related conduct constituting a criminal offense under federal, state or local law within the last seven (7) years.	❒ **Yes**	❒ **No**
C.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a federal, state, local government, or LAUSD suspension, debarment, administrative agreement, denial of contract award, declaration of ineligibility, or bid rejection, including pending actions, for non-responsibility within the last seven (7) Years.	❒ **Yes**	❒ **No**
D.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a federal, state, local government, or LAUSD administrative proceeding or civil action seeking specific performance, restitution, contract suspension, or termination for cause, including pending actions within the last seven (7) years.	❒ **Yes**	❒ **No**
E.	My organization, including any subsidiary or predecessor company or entity under a different business name, has not been the subject of a bankruptcy proceeding, including any pending bankruptcy proceedings within the past seven (7) years.	❒ **Yes**	❒ **No**
F.	My organization has the financial resources and management capacity necessary to fulfill the requirements of our proposed contract with LAUSD.	❒ **Yes**	❒ **No**
G.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not, to our knowledge, been the subject of a poor performance complaint, conflict of interest concern, or other ethics inquiry at LAUSD.	❒ **Yes**	❒ **No**
H.	**By initialing here, I certify that my organization and our representatives will be proactive in disclosing to LAUSD any issues concerning our responsibility, so that the appropriate actions can be taken to avoid impact to the products or services we will deliver to LAUSD.**	☐	

4. Contracting Excellence (Please complete each line below):

A.	My organization and our representatives will maintain a Cone of Silence and avoid all prohibited communications with LAUSD Officials during the required times of the LAUSD contracting process. We will not request or accept – either directly or indirectly – any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders.	❒ **Yes**	❒ **No**
B.	My organization and our representatives will protect the confidentiality of all information garnered through the contracting process and our work with LAUSD. We understand that using such information, directly or indirectly, for personal, financial or other private interests is strictly prohibited.	❒ **Yes**	❒ **No**
C.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not participated in <u>any</u> aspect of developing the scope of work, solicitation documents, technical specifications, evaluation criteria, procurement considerations, or other contractual instruments for this contract.	❒ **Yes**	❒ **No**
D.	My organization and our representatives know of no LAUSD official with an economic interest in our organization or our representatives who has participated in <u>any</u> aspect of this contract. We know that an economic interest exists whenever an official, his or her spouse, and any dependent children has a direct or indirect financial interest or liability in excess of $1000 in an entity; has received income within the past 12 months from the entity; has served as an officer, director, committee member or an employee of the entity (even in an unpaid capacity); or has received a gift from an entity over the LAUSD gift limit.	❒ **Yes**	❒ **No**
E.	**By initialing here, I certify that my organization and our representatives will abide by all the integrity requirements of the LAUSD contracting process. We will be cautious to avoid any actions that could be said to interfere with an open and uniform contracting process.**	☐	

5. Conflicts of Interest (Please complete each line below):

A.	My organization and our representatives will not conduct business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing.	❒ **Yes**	❒ **No**
B.	My organization and our representatives will not conduct business with any LAUSD official* who has an economic interest in our organization or our representatives. We understand that doing so could violate government code section 1090 and result in a void contract in which we may owe restitution to LAUSD.	❒ **Yes**	❒ **No**
C.	My organization and our representatives will not make or participate in the making of LAUSD decisions when our personal financial interests can be affected.	❒ **Yes**	❒ **No**
D.	My organization will not allow any of our representatives to conduct business directly with any LAUSD official who is a close relative or cohabitant, or with whom there is a close economic association. We understand that any time there is a close family or personal relationship involved between our representatives and an LAUSD official who is involved in this work or who has oversight, we must work with LAUSD to implement the necessary safeguards.	❒ **Yes**	❒ **No**
E.	My organization and our representatives will not conduct work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD.	❒ **Yes**	❒ **No**
F.	My organization and our representatives will not begin any prospective employment or consulting discussions with any current LAUSD official without implementing the necessary safeguards established by state law and LAUSD since an offer of compensation can create a conflict.	❒ **Yes**	❒ **No**
G.	My organization and our representatives will not give any gifts or personal benefits a) to any LAUSD procurement official, b) to any LAUSD official in excess of the LAUSD established gift limit, or c) to any LAUSD official without the required disclosure, if disclosure is required.	❒ **Yes**	❒ **No**
H.	**By initialing here, I certify that my organization and our representatives will be proactive in disclosing in writing all potential or actual conflicts, on an ongoing basis, to the LAUSD officials designated in the Code, so that any conflicts can be appropriately remedied.**	☐	

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

6. Revolving Door Restrictions (Please complete each line below):

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.			
A.	My organization and our representatives will not compensate any current LAUSD official to lobby LAUSD, nor will we compensate any former LAUSD official to lobby LAUSD before a one (1) year period has elapsed from that official's last date of employment with LAUSD. We understand that lobbying includes any action taken with the principal purpose of influencing a policy, program, contract, award or other LAUSD decision-making, including marketing efforts.	❒ **Yes**	❒ **No**
B.	My organization and our representatives will not compensate any current or former LAUSD official to work on a matter that the official has been personally and substantially involved with in the preceding 12 months.	❒ **Yes**	❒ **No**
C.	My organization and our representatives will not compensate any current or former LAUSD official to perform any services on a contract that the official has substantially participated in within the preceding two (2) years.	❒ **Yes**	❒ **No**
D.	My organization will ensure that any representative who is contracted to act in the capacity of an LAUSD official will disqualify himself or herself from making any governmental decisions for LAUSD relating to a private sector interest, including matters involving our organization, until a one (1) year period has elapsed from the time the interest has been disposed or severed.	❒ **Yes**	❒ **No**
E.	Briefly describe the internal safeguards your organization has put in place to preserve the LAUSD cooling period restrictions:		
F.	**By initialing here, I certify that my organization and our representatives will uphold all the provisions of the LAUSD revolving door cooling period restrictions. We respect the need for public agencies to ensure that no unfair competitive advantage is extended due to the hiring of current or former public officials.**	☐	

7. Disclosure Obligations (Please complete each line below):

Disclosure of Your Representatives			
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.			
Disclosure Relating to Current and Former LAUSD Officials			
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.*			
A.	My organization and our representatives are <u>not</u> compensating any current LAUSD officials. We know that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.	❒ **Yes**	❒ **No**
B.	My organization and our representatives are <u>not</u> compensating any individuals who have been former LAUSD officials within the last three (3) years.	❒ **Yes**	❒ **No**
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.			
C.	My organization and our representatives are not compensating the family members of any LAUSD officials who are involved with this contract or our work for LAUSD.	❒ **Yes**	❒ **No**
D.	My organization and our representatives have no knowledge of any former employees or ours who are presently employed by LAUSD.	❒ **Yes**	❒ **No**

Lobbying Disclosure			
E.	My organization and our representatives will not engage in any LAUSD lobbying activities without the appropriate registration and disclosure through the LAUSD Ethics Office website (https://www.lausd.org/ethics). We understand that under the LAUSD Lobbying Disclosure Code, registration is required if we are paid by a client to lobby LAUSD, or if we will spend more than $10,000 this year to lobby LAUSD on our own behalf. We know that lobbying includes any action taken with the principal purpose of influencing a policy, program, contract, award or other LAUSD decision, including marketing and promotional efforts.	❒ **Yes**	❒ **No**

State-Mandated Statement of Economic Interests (Professional Services Contracts Only)			
F.	My organization and our representatives will abide by the financial disclosure requirements of the California Political Reform Act which requires individual Contractors and their Representatives to disclose economic interests that could be foreseeably affected by their exercise of contractual duties.	❒ **Yes**	❒ **No**
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: https://achieve.lausd.net/ethics**.**			
G.	My organization and our representatives will not be involved in performing any activities or decision-making for LAUSD in this contract such as: obligating LAUSD to a course of action; approving plans, designs, reports or studies for LAUSD; adopting policies, standards and guidelines for any subdivision of LAUSD; authorizing LAUSD to enter into, modify, or renew a contract; negotiating on behalf of LAUSD; advising or making recommendations to LAUSD decision-makers; conducting research of investigations for LAUSD; preparing a report or analysis that requires an exercise in judgment or performing duties similar to an LAUSD staff position which is already designated as a filer position in the LAUSD Conflict of Interest Code.	❒ **Yes**	❒ **No**
H.	**By initialing here, I certify that my organization and our representatives will uphold all our public disclosure obligations with LAUSD. We understand that providing transparency helps to ensure greater accountability and public trust.**		

To ensure your compliance with the LAUSD disclosure obligations, please verify that all necessary attachments are included.

8. Trust-Building Practices (Please complete each line below):

A.	My organization and our representatives will advise LAUSD of any change in the ownership or operational and managerial control of our organization within 10 business days of such change.	❒ **Yes**	❒ **No**
B.	My organization and our representatives will not engage in political support and activities on LAUSD time or with LAUSD resources unless we have been retained by LAUSD to specifically engage in those activities. We understand that LAUSD resources include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information	❒ **Yes**	❒ **No**
C.	My organization and our representatives will not submit any false claims for payment to LAUSD, and we will not make any substitution for goods, services or talent that do not meet contract specifications without prior written approval by LAUSD.	❒ **Yes**	❒ **No**
D.	My organization and our representatives will not use LAUSD assets and resources for purposes which do not support our LAUSD work. We understand that LAUSD assets include time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.	❒ **Yes**	❒ **No**
E.	My organization and our representatives will not use LAUSD names and marks, or suggest any LAUSD endorsement in any way, without the appropriate written LAUSD approval.	❒ **Yes**	❒ **No**
F.	My organization and our representatives will not let any suspected violations of the LAUSD Contractor Code of Conduct go unaddressed. We understand that good faith reporting of suspected violations to the LAUSD Office of the Inspector General is encouraged.	❒ **Yes**	❒ **No**
G.	**By initialing here, I certify that my organization and our representatives will ensure ethical and responsible use of public tax dollars for maximum student benefit by committing to trust-building practices and by providing excellence, high quality, innovation and cost effectiveness in the products and services we will deliver to LAUSD.**	☐	

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

End of Attachment C

SECTION II

Attachment D

California Public Records Act

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

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

As a courtesy to our vendor partners, we are providing Bidders/Proposers the opportunity to assert any privilege for "trade secrets" (and any asserted additional exemptions or privileges that you feel apply) in advance of any formal Public Records Act request.[2]

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

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

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

2 The California Civil Code defines "trade secret" as follows:

1.0 § 3426.1. Definitions

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

(1) Derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use; and

(2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Attachment D

California Public Records Act
Certification/Indemnification Form

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

By _____ _____
(Signature) (Print Name)

Title _____ Date _____

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

_____ (vendor name) agrees to the statements outlined and by signing below hereby certifies that the document marked "Redacted Proposal" attached hereto is a true and correct identical copy of the proposal submitted by _____ (vendor name) in response to LAUSD **RFP No. 2000004031**

By signing below, _____ (vendor name) agrees to indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of the District withholding disclosure under the California Public Records Act of that portion of _____ (vendor name) response to LAUSD **RFP No. 2000004031** that is redacted.

_____
(Vendor Name)

By _____
(Print Name)

Title _____

Date _____

SECTION II

Attachment E

Small Business Enterprise (SBE)

A. The District encourages small business participation in all bidding and contract opportunities. In February 2003, the Board of Education established a 25% Small Business Enterprise (SBE) participation goal on all procurement activities. To reaffirm their commitment to small businesses, in October 2013, the Board established bid incentives and preferences to increase small business participation. Moreover, in October 2020, the Board expanded the small business initiative to include additional incentives for extremely small businesses, i.e., microbusinesses (MIC), that meet certain guidelines.

   Bidders/proposers must detail their SBE/MIC status, and/or the SBE/MIC status of those firms included in the bid/proposal, on the SBE Utilization Report.

   Firms that meet the United States Small Business Administration (SBA) size standards, have an existing certification from one of the accepted certifying government agencies listed below and/or have an existing LAUSD certification shall be considered SBE for the purpose of this program. The use of SBE partners/subcontractors will also be accepted as a response. Bidders/proposers must provide a copy of the SBE certification for their firm and/or their partners/sub-contractors.

   Accepted certifying agencies:

   - State of California, Department of General Services
   - Metropolitan Water District of Southern California
   - City of Los Angeles
   - Los Angeles County Metropolitan Transportation Authority (MTA)
   - Los Angeles County Department of Consumer and Business Affairs (DCBA)

   Information regarding the microbusiness resolution is available here:
   Board helps veteran-owned and micro-businesses

   Size standards may be viewed at the SBA website at:
   https://www.sba.gov/document/support-table-size-standards

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

C. LAUSD advises potential bidders/proposers that the SBE participation that the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.

D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this RFP package and include it in their RFP response. Firms that claim SBE participation and do not submit an SBE Utilization report may be determined to be non-responsive.

MONITORING/PENALTIES

The Procurement Services Division, with the support of the Los Angeles Unified School District Small Business Enterprise Unit will be responsible for monitoring the SBE program.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

Attachment E

LOS ANGELES UNIFIED SCHOOL DISTRICT
Small Business Enterprise (SBE) Utilization Report

The Los Angeles Unified School District encourages participation by small businesses in procurement activities. Proposers/bidders including SBE/MIC firms in their responses must execute a copy of this Report and include it with their RFP response. Firms that do not return this report may be determined to have no SBE/MIC participation. Bidders/proposers that are SBE/MIC firms shall check the first box on this form. Majority firms with SBE/MIC partners/subcontractors must list the SBE/MIC partners/subcontractors. Valid certification must be provided for all SBE/MIC firms.

Firm Name _____ **RFP No. 2000004031**

SBE/MIC STATUS (Check one)

☐ **Our firm(s) meet(s) the qualification for SBE/MIC status as defined in the Small Business Administration size standards and is certified by LAUSD or an accepted government agency.** *Attached certification(s)*

☐ **Our firm utilizes SBE/MIC subcontractors.** *(List SBE/MIC firms utilized, utilization percentage, and attached certification(s)*

_____

_____

_____

☐ **No SBE/MIC utilization**

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

Representative _____ Title _____

Date _____ Telephone _____

SECTION II

Attachment F

Veteran-Owned Business Enterprise (VBE)
Disabled Veteran Business Enterprise (DVBE)

A. The District encourages participation by veteran-owned businesses in all bidding and contract opportunities. In October 2015, the Board of Education established a Disabled Veteran Business Enterprise (DVBE) participation goal of five percent (5%), with bid incentives for qualifying firms. In October 2020, the Board extended the bid preference program to include all veterans (VBE).

   Bidders/proposers must detail their veteran status, and/or the status of those firms included in the bid/proposal, on the Veteran Utilization Report.

   Firms must provide verification of veteran status. Valid documentation is accepted from the government agencies listed below. The use of veteran partners/subcontractors will be accepted as a response. Bidders/proposers are responsible for the verification of veteran status for any firm represented as veteran-owned in any proposal or bid. Misrepresentation of veteran status may jeopardize future contracting opportunities.

   Accepted verifying agencies:

   - State of California, Department of General Services (DGS)
   - Department of Veterans Affairs (VA)
   - U.S. General Services Administration (SAM)

   Information regarding the veteran-owned small business resolution is available here: Board helps veteran-owned and micro-businesses

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

C. LAUSD advises potential bidders/proposers that the veteran participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the veteran participation proposed.

D. Firms claiming veteran participation must execute a copy of the Veteran-Owned Business Utilization Report included in this RFP package and include it in their RFP response. Firms not submitting a Veteran Utilization Report may be determined to be non-responsive.

MONITORING/PENALTIES

The Procurement Services Division with the support of the Los Angeles Unified School District Small Business Enterprise Unit will be responsible for monitoring the VBE/DVBE program.

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

Attachment F

LOS ANGELES UNIFIED SCHOOL DISTRICT

Veteran/Disabled Veteran Business Enterprise Utilization Report

The Los Angeles Unified School District encourages participation by veteran-owned businesses in procurement activities. Proposers/ bidders including VBE/DVBE firms in their responses must execute a copy of this Report and include it with their RFP response. Firms that do not return this report may be determined to have no VBE/DVBE participation. Bidders/proposers that are VBE/DVBE firms shall check the first box on the form. Majority firms with VBE/DVBE partners/ subcontractors must list the VBE/DVBE partners/subcontractors.

Firm Name _____ **RFP No. 2000004031**

VBE/DVBE STATUS (Check one)

☐ **Our firm(s) is a VBE/DVBE certified by the California Department of General Services, the Department of Veteran Affairs, or the US General Services Administration**

☐ **Our firm utilizes VBE/DVBE partners or subcontractors.** *(List VBE/DVBE firms utilized and the percentage)*

_____

_____

_____

☐ **No VBE/DVBE utilization**
☐ **Non-profit organization**
☐ **Educational institution**
☐ **Government agency**

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

Representative _____ Title _____

Date _____ Telephone _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

Attachment G

Minority Business Enterprise (MBE)
Women Business Enterprise (WBE)
Demographics Report

RFP No. 2000004031

The Los Angeles Unified School District encourages participation by minority-owned and women-owned businesses in District procurement activities. MBE and WBE bidders/ proposers, or those firms including MBE/WBE firms in their responses, must complete this form and include it with their IFB/RFP response.

This form will be used solely for business demographics reporting.

Please check the appropriate box below if you are a minority-owned and/or women-owned business.

MBE/WBE STATUS (check all that apply)

☐ Our firm is minority-owned

☐ Our firm is women-owned

If you are not a minority and/or women-owned business, but have included a MBE/WBE firm in your response (i.e. subcontractor or partner), please check the appropriate box below and list the name of the firm(s):

☐ Our bid/proposal includes a minority-owned firm
Company Name and SAP Vendor number: _____

☐ Our bid/proposal includes a women-owned firm
Company Name and SAP Vendor number: _____

☐ No MBE/WBE Participation

By signing below, bidders/proposers represent that this is an accurate representation of their MBE/WBE status or MBE/WBE collaboration.

Business Name: _____

Name: _____ **Title:** _____

Signature: _____ **Date:** _____ **Phone:** _____

Attachment H

Client Reference Form

RFP No. 2000004031
Online Application for Student Records Requests

Proposers are to initiate reference requests using this form. References must submit the completed form directly to the Contract Analyst via email at ladell.white@lausd.net. **Forms will not be accepted if submitted by Proposer**.

Reference forms must be submitted prior to the closing of this RFP - **Friday, August 8, 2025**.

Proposer:	
Subcontractor(s)/Third Party(s):	

Reference Check General Information

Organization		Address	
Name		Phone	
Title		E-mail	
Department			

Question	Response
1. What specific service/s did the firm provide? What was the dollar value of the contract with the firm?	
2. Describe the firm's competence and professionalism.	
3. Were you generally satisfied with the firm's work? If not, why?	
4. Was work performed in accordance with the project's scope of work? Was the service provided accurately in a competent manner? If not, please indicate why.	

Question	Response
5. Describe instances wherein Proposer's work demonstrated excellent quality work.	
6. Was the work completed on time and within budget? If not, please disclose why?	
7. Were the deliverables timely provided? Was there some instance wherein some deliverables were not met? If so, was the firm terminated for default? Please explain.	
8. Do you currently have a working relationship with the firm? If no, would you rehire the firm for future work? If not, please indicate why not?	
9. Did the firm employ any efficiencies in the performance of its work to reduce costs? If yes, please cite examples.	
10. What specific value did the firm bring to your organization that would cause you to recommend this firm?	

Authorized Signature

Date

Print Name and Title

SECTION III
EXHIBITS (Reference Documents)

Contractors selected as a result of this procurement will be subject to the terms and provisions outlined in the following documents, copies of which are included in this RFP, and as such may be modified from time to time by the District.

Minimum insurance requirements specific to this procurement
District Terms and Conditions
Contractor Code of Conduct
Lobbyist Registration
Fraud Notification

SECTION III

Exhibit A

Insurance Requirements

The Proposer shall submit with its Proposal evidence that it has or can obtain insurance prior to Contract award. The following coverages are required:

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of the 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:

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

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

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

C. Workers' Compensation and Employers Liability Insurance in a form and amount 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

   If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required. However, Contractor must provide the District with a signed Workers' Compensation Statement (provided by Procurement upon request).

D. Other Required Coverages

   Professional Liability – Errors & Omissions (E&O) coverage:
   $1,000,000 per occurrence/ $1,000,000 aggregate

   Cyber Insurance:
   $1,000,000 per occurrence/ $3,000,000 aggregate

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

F. Upon execution of the contract and periodically thereafter upon request, Contractor shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/ cancellation notice provision. **The Commercial General Liability and Business Auto Liability policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Education for the City of Los Angeles as additional insured**. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under the contract at no additional charge.

SECTION III

Exhibit B

District Terms and Conditions

The following are the LAUSD terms and conditions. Proposers are advised to read the Contract in its entirety. Any EXCEPTIONS to be taken shall be clearly noted, ~~redlined~~ and identified in the responding proposal. Unless exceptions are listed, there shall be no negotiation of these terms and conditions.

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

Sample Agreement as follows

Exhibit B

INFORMATION TECHNOLOGY
SERVICE AND SUPPORT AGREEMENT

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

_____

Period of Performance:	From **Month Day**, **Year** (the "**Effective Date**") through **Month Day, Year** (subject to early termination or extension for up to one year as set forth herein)
Contractor Service Area:	**[Identify specific service area(s) covered by this Agreement. Choose from the following options:]** **Program and Project Management** **Database Administration** **Training and Related Training Services** **Software Application Development and Programming** **Network Project Management** **Network Configuration Services** **Web and Portal Services** **Security Configuration Services** **Off-Site Support for Data Entry Services** **Short-Term Technical Services** **Software Support** **Document Management** **Server Administration** **Data Center Services** **Communication System Quality Assurance Services.**

SAMPLE

Information Technology
Service and Support Agreement

THIS INFORMATION TECHNOLOGY SERVICE AND SUPPORT AGREEMENT ("Agreement") is made and entered into as of the Month Day, Year, between The Los Angeles Unified School District ("LAUSD" or "District"), and the entity named on the cover page to this Agreement and identified as "Contractor" by the parties' signatures below ("Contractor").

1. BACKGROUND AND OBJECTIVES

1.1 Background

a. RESERVED

b. This Agreement sets forth the general terms and conditions governing the contractual relationship between LAUSD and Contractor for [ENTER TYPE OF SERVICES]

c. Contractor is an experienced provider of services in the Contractor Service Area. Contractor represents that it has, and will throughout the Term have, the skills, qualifications, expertise and experience necessary to perform and manage the services described in this Agreement in an efficient, cost-effective manner with a high degree of quality and responsiveness, and that it has performed and continues to perform similar services for other customers in such manner.

1.2 Objectives

LAUSD's objectives in entering into this Agreement include obtaining:

a. high quality services in the Contractor Service Area provided in a cost-effective manner;

b. a flexible relationship with Contractor under which Contractor will be highly responsive to LAUSD requirements as LAUSD may establish them from time to time;

c. consistent and effective management of the relationship between Contractor and LAUSD; and

d. a cooperative and collaborative relationship between Contractor and LAUSD's other third-party contractors and Affiliates, should Contractor's provision of the Services require such interaction(s).

2. DEFINITIONS

2.1 Certain Definitions

As used in this Agreement and the Schedules, capitalized terms will have the meanings set forth in this Article 2.

a. "Affiliate" means any entity controlled by, controlling, or under common control with, a party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.

b. "Charges" means the amounts payable to Contractor by LAUSD as payment in full for Services provided. All Charges will be in U.S. Dollars.

c. "Change Order" means an amendment executed by a duly authorized representative of Contractor and by District.

d. "Confidential Information" means any and all confidential information of LAUSD and/or LAUSD's employees or students and includes, but is not limited to, Personally Identifiable Information, LAUSD Data, all LAUSD student records and personnel records, and the minutes of any and all meetings between Contractor and LAUSD regarding this Agreement or the Services. Except to the extent that LAUSD is nonetheless required to maintain applicable information or data as confidential, Confidential Information excludes: (i) information independently

SAMPLE

developed by Contractor for a party other than LAUSD without the use of confidential information of LAUSD; (ii) information that is or becomes publicly known through no wrongful act of Contractor or of any third party; and (iii) any information obtained by Contractor without an obligation of confidentiality from a third party who did not receive it directly or indirectly from LAUSD.

e. "Contractor Off-The-Shelf Software" means any software used to provide the Services that is available off-the-shelf software owned by Contractor or a third party, which Contractor makes available for licensing by end users and which does not result, in whole or in part, from development or customization efforts under this Agreement. Contractor Off-The-Shelf Software will include any and all bug fixes and other nonmaterial revisions to Contractor Off-The-Shelf Software.

f. "Contractor Customized Software" means any software used to provide the Services that is owned by Contractor or third parties, but which is customized or otherwise modified by Contractor pursuant to the terms of the Agreement for use by LAUSD. "Customizations" means those features, functions, interfaces or other aspects of the Contractor Customized Software that have been specifically developed or customized for District. Contractor Customized Software will include any and all bug fixes and other nonmaterial revisions to Contractor Customized Software, regardless of whether District has funded such bug fixes or other revisions.

g. "Contractor Personnel" means Contractor's employees, agents, contractors, and subcontractors (as well as any employees, agents, contractors, or subcontractors of those contractors or subcontractors) performing the Services.

h. "Contractor Service Area" means the contractor service area(s) identified on the cover page attached hereto.

i. "Critical Task" has the meaning given in Subsection 21.1(e).

j. "Data Subject" means an individual to whom Personally Identifiable Information relates.

k. "Deliverable" means a deliverable to be delivered or provided by Contractor under this Agreement, and may be Contractor Off-The-Shelf Software, Contractor Customized Software, Work Product, Documentation, Code Documentation or any other items identified for delivery in this Agreement. "System Deliverables" are those software and software-related Deliverables that Contractor will deliver to District under this Agreement and that require installation or operation in connection with or following such delivery.

l. "Deliverable Credit" has the meaning given in Section 7.4.

m. "Deliverable Work Plan" has the meaning given in Section 7.1.

n. "District" and "LAUSD" mean the Los Angeles Unified School District, each and every subdivision or unit thereof constituted now and in the future (including, if applicable, schools and or territories within Los Angeles County, California not currently serviced by the Los Angeles Unified School District, charter schools in Los Angeles County, and other entities with whom the Los Angeles Unified School District contracts to provide educational and education-related services to students resident in Los Angeles County), and each and every entity succeeding in the future to the responsibility of the Los Angeles Unified School District (including, if applicable, such other entities described in this definition) to provide educational services to students resident in Los Angeles County at any level of education.

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o. “Documentation” means all operator guides, operating procedures (including any special year-end procedures), user manuals, training aides, installation guides, testing criteria, functional and detailed specifications and other technical documents with respect to a Deliverable or any portion or component thereof. “Code Documentation” is a specific type of Documentation (sometimes described as “internal software code”) comprising the written text that accompanies computer software source code, describing the functionality incorporated in the source code, its data structure, algorithms and application program interfaces, and explaining how the computer software performs its functions.

p. “Final Criteria” has the meaning given in Subsection 7.1(c).

q. “Final Deliverable” means all related Deliverables, where such Deliverables are intended or required to operate as a system or otherwise to perform interrelated functions.

r. “Initial Acceptance Period” has the meaning given in Subsection 7.2(d).

s. “Key Contractor Personnel” has the meaning given in Section 10.3.

t. “Key Milestone” has the meaning given in Subsection 7.1(a).

u. “LAUSD Data” means information (regardless of format) entered into software or equipment by or on behalf of LAUSD, as well as information derived from this information.

v. “LAUSD Information” means all information, in any form, furnished or made available directly or indirectly to Contractor by LAUSD or otherwise obtained by Contractor from or on behalf of LAUSD, including: (i) all information of LAUSD or any LAUSD Affiliates to which Contractor has had or will have access, whether in oral, written, graphic or machine-readable form; (ii) all Work Product; and (iii) all Confidential Information.

w. “LAUSD Information Security Policies” means the written security policies and procedures set forth in Schedule G that are in effect during the Term for the security of LAUSD facilities and LAUSD Information, as such policies may be modified, amended or replaced by LAUSD from time to time and provided to Contractor.

x. “LAUSD Software” means software owned by LAUSD and includes software developed by LAUSD internally and software developed by third parties for ownership by LAUSD.

y. “Pass-Through Expenses” means reasonable and actual out-of-pocket expenses incurred by Contractor for equipment, materials, supplies or other Services provided to LAUSD that are chargeable to LAUSD. Pass-Through Expenses shall not include Contractor’s overhead costs, administrative expenses or other mark-ups.

z. “Personally Identifiable Information” means any nonpublic information that can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

aa. “Schedule” means any schedule, exhibit, agreement or other document either (i) attached to this Agreement; or (ii) executed by the parties at any time hereafter, if such document states that it is a schedule or exhibit to this Agreement.

bb. “Service Level” has the meaning given in Section 8.1.

cc. “Service Level Default” has the meaning given in Subsection 8.3(a).

dd. “Services” means services within the Contractor Service Area to be performed under this Agreement.

SAMPLE

ee. "Substantive Error" means any defect in a Deliverable or Final Deliverable that materially and adversely affects (i) LAUSD's operations or (ii) LAUSD's ability to use the Deliverable or Final Deliverable for the purposes contemplated in this Agreement.

ff. "Term" means the initial term of this Agreement described in Section 4.1 and any and all renewal terms entered into pursuant to Section 4.2.

gg. "Virus" means any computer virus or other "contaminant," including any codes or instructions that are designed to (or permit or enable anyone to) inappropriately access, modify, delete, damage or disable any aspect of the LAUSD information technology environment.

hh. "Work Product" means any tangible or intangible work product that is a literary or other work of authorship made specifically for and delivered to District by Contractor as part of the Services, either solely or jointly with others, including by independent contractors, Contractor's employees or agents. Work Product shall include Documentation, where such Documentation is made specifically for District. Notwithstanding anything herein to the contrary, nothing shall waive or otherwise impair District's, Contractor's or a third-party's ownership of or other rights in any portions of Work Product, data, information or other intellectual capital, developed or acquired prior to or otherwise developed independent of this Agreement, or derivatives thereof (collectively, the "Pre-Existing Items"). No party shall gain any ownership rights in the other party's Pre-Existing Items or any derivative works thereof.

2.2 Other Definitions

To the extent not defined above, other capitalized terms used in this Agreement and the Schedules and will be defined in the context in which they are used and have the meanings there indicated.

3. AGREEMENT – GENERAL

3.1 Agreement

This Agreement contains general contractual terms for Services that Contractor will provide to LAUSD.

3.2 Interpretation and Precedence

a. This Agreement, the Schedules attached hereto, and any Schedules attached thereto are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a direct conflict between these documents, the following order of precedence will apply:

   i. This Agreement

   ii. Any schedule to this Agreement

   iii. Any deliverable work plan

b. References to and use of the terms "including" or "e.g." in this Agreement or its Schedules means "including, without limitation."

3.3 No Implied Agreement; Nonexclusivity

a. RESERVED.

b. Except as expressly agreed upon under this Agreement, nothing in this Agreement requires LAUSD to purchase products or Services from Contractor. LAUSD may request information, proposals, or competitive bids from third parties on the same or different terms than as provided in this Agreement.

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c. Contractor may provide products and services to any other parties on terms that are the same as or different than those provided herein, provided that Contractor complies with all of its obligations contained herein, including its obligations related to confidentiality.

d. Except for an express agreement for the purchase of specified amounts of, if any, LAUSD may obtain services similar to, identical to, or in addition to or outside the scope of the Services at any time during the Term from a third party or provide them internally. LAUSD shall have no obligation to obtain from Contractor any services that are not included within the definition of Services as described in this Agreement.

e. Contractor acknowledges that LAUSD may be considering, and may in the future consider, the development and implementation of ideas, products and technologies similar to or the same as those that may be owned or controlled by Contractor. Nothing in this Agreement will prevent LAUSD from pursuing any such ideas or pursuing the development and implementation of products or technologies similar to or related to Contractor's, either internally or through third parties.

4. TERM

4.1 Agreement Term

4.2 Renewal

This Agreement includes two (2) one-year options to renew this Agreement, at the election of the District. The District may exercise the option by delivering a written unilateral amendment to this Agreement at least thirty (30) calendar days before expiration of the then-current term. All of the terms of this Agreement shall continue to apply without change during any renewal period.DE

4.3 RESERVED

5. SERVICES – GENERAL

5.1 General

In addition to the services, functions, responsibilities, and tasks expressly described in this Agreement, the following are deemed to be included in the Services as if expressly described therein: (i) services, functions, responsibilities and tasks normally performed by providers of similar services within the Contractor Service Area on an outsourced basis; and (ii) services, functions, responsibilities and tasks that are reasonably required for, or incidental to, the proper performance and provision of the expressly described Services.

5.2 Resources

Except as otherwise expressly provided in this Agreement, Contractor will be responsible for providing all facilities, personnel, equipment and other resources necessary to provide the Services.

5.3 Premier Customer

Contractor will treat LAUSD as a premier customer. As a premier customer of Contractor, LAUSD shall be entitled to:

a. Disaster Recovery Priority

In the event of a disaster at a Contractor facility used to provide the Services, with respect to resources engaged in recovery efforts stemming from such disaster that Contractor must allocate between or among Contractor's customers, no other Contractor customer will receive higher priority than LAUSD with respect to those resources.

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b. Priority Staffing
Contractor shall make a good faith effort throughout the Term to ensure that Contractor's best qualified personnel resources are assigned to the LAUSD account, subject to LAUSD's rights to request reassignment of certain Contractor Personnel, as set forth in Article 10 of this Agreement.

5.4 Licenses and Permits
Contractor will be responsible for obtaining, at Contractor's cost, all applicable licenses, authorizations and permits required of Contractor to perform the Services. Contractor will pay all fees and taxes associated with such licenses, authorizations and permits

5.5 Equal Employment Opportunity
It is the policy of 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. Contractor agrees to comply with this policy and applicable federal and state laws. In addition, Contractor agrees to require like compliance by all employees and subcontractors performing Services.

5.6 Certification Regarding Debarment, Suspension or Ineligibility for Award.

a. By signing this Agreement, Contractor certifies that Contractor and any of its principals:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency; and

ii. Have not, within the three-year period preceding the 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.

b. It shall be a material breach of this Agreement if, at any time during the Term hereof, Contractor shall be: debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency; or, convicted of or have a civil judgment rendered against it 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.

5.7 Conflict of Interest
Contractor agrees to comply with, and cause all Contractor Personnel to comply with, the Contractors' Code of Conduct attached hereto as Schedule C, as such Code of Conduct may be amended by LAUSD from time to time and provided to Contractor. Contractor will take all necessary steps to avoid the appearance of a conflict of interest and will have an ongoing duty to disclose to District any and all circumstances that pose a potential conflict of interest. Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide District with all documents or other information reasonably necessary to enable District to determine whether or not a conflict of interest existed or exists. Any breach of this section shall constitute a material

SAMPLE

breach and grounds for immediate termination of this Agreement, in addition to any other remedies District may have.

5.8 Fingerprinting

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

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

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

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

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

5.9 Disaster Recovery

Contractor will maintain adequate disaster recovery and business continuity plans in respect of each facility and data center from which Services are performed. Contractor will update and test its disaster recovery and business continuity plans at least annually and certify the results of such testing to LAUSD. Upon a disaster (as defined in Contractor's disaster recovery and business continuity plans), Contractor will promptly undertake all applicable actions and precautions under the disaster recovery and business continuity plans, and diligently pursue them as necessary to avoid or, if unavoidable, minimize any interruption of Services.

6. RESERVED

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7. SERVICES – APPLICATION MAINTENANCE AND ENHANCEMENT

The provisions of this Article 7 shall only apply to the extent that Contractor is required under this Agreement to deliver a Deliverable to District.

7.1 Development of Schedule and Acceptance Testing Criteria

Where the Agreement Contractor to deliver one or more Deliverables to District, Contractor shall, within the timeframe specified in the Agreement, deliver to District a written plan for the development and testing of such Deliverables (the "Deliverable Work Plan"). The Deliverable Work Plan shall include, at a minimum:

a. Staged milestones (each a "Key Milestone") for the development of each Deliverable and objective criteria for measuring Contractor's progress toward achieving each Key Milestone.

b. A schedule for the development of each Deliverable, including the dates that Contractor will achieve each Key Milestone and dates for the completion and delivery of each Deliverable, including any Final Deliverable(s).

c. Specifications and proposed acceptance criteria and/or review periods, as appropriate, for each Deliverable and each Final Deliverable (each a set of "Final Criteria").

d. Specification of a timeframe following Contractor's delivery of a Deliverable to District during which the Deliverable will be subject to acceptance testing against its Final Criteria by the District (the "Initial Acceptance Period"). While a Deliverable Work Plan may specify a longer period of time for the Initial Acceptance Period, the Initial Acceptance Period shall be no shorter than sixty (60) days.

The Deliverable Work Plan will be subject to District's review, comment, and approval and will be approved by the parties in writing. Contractor will not commence development of any System Deliverable until the parties have approved the Deliverable Work Plan in writing, or, in the absence of such approval, the District has specifically authorized Contractor in writing to commence development.

7.2 Acceptance Testing

a. Following delivery to District of a Deliverable, the Deliverable shall be subject to acceptance testing or review by District. A System Deliverable shall be considered delivered upon the installation or other implementation thereof, unless otherwise specified in an applicable Deliverable Work Plan. If District notifies Contractor that a Deliverable does not satisfy or conform to the Final Criteria within the Initial Acceptance Period, Contractor shall, at no cost to District, take whatever action is necessary to correct any deficiencies within thirty (30) calendar days after District's notification to Contractor, unless a shorter correction period is agreed upon by the Parties.

b. With respect to System Deliverables, upon completion of corrective action by Contractor, District will subject the revised System Deliverable to acceptance testing. If, upon the expiration of the sixty (60) day period after the end of the Initial Acceptance Period, the System Deliverable still does not conform to the Final Criteria, District may: (i) immediately terminate, under Article 21 herein (but without any requirement of a 30-day cure period), the Agreement; or (ii) require Contractor, at no cost to District, to continue (even beyond this sixty (60) day period) to correct the deficiencies and to take whatever action is necessary so that the System Deliverable shall conform to the Final Criteria, while reserving the right to terminate (as specified in Subsection 7.2(b)(i) above) at any time so long as the System Deliverable fails to conform to the Final Criteria.

SAMPLE

c. Notwithstanding the foregoing, if Contractor fails to cure a deficiency within one hundred twenty (120) calendar days after receipt of notification thereof from District, Contractor may elect to cease curing the deficiency if Contractor (a) notifies District that it will cease curing the deficiency and (b) promptly refunds District for all amounts paid for related System Deliverable(s) or Final Deliverable(s). However, in the event that District has accepted a portion or component of the System Deliverable(s) in accordance with this Section 7.2, and District decides, in its sole discretion, to retain such portion or component, the refund owed to District shall be equitably reduced by the amount that such portion or component represents of the System Deliverable(s) taken as a whole.

d. When, in District's reasonable judgment, a Deliverable has satisfied the Final Criteria, District shall give Contractor written notice thereof. A Deliverable will be considered accepted only after District acknowledges acceptance in writing, which acknowledgement shall not be unreasonably withheld.

7.3 Acceptance of Final Deliverables

At the completion of installation or configuration of any Final Deliverable, Contractor shall provide written notice to District that the Final Deliverable has been completed and delivered. Following receipt of such written notice, the Final Deliverable shall operate for a period of sixty (60) consecutive calendar days in conformity with its Final Criteria and Documentation. If a Final Deliverable does not operate for such sixty (60) days period, District may (i) immediately terminate, under Section 21.2 herein (but without any requirement of a 30-day cure period), this Agreement and, at District's request, Contractor shall promptly reimburse District any amounts paid for the non-conforming Final Deliverable and any component Deliverables; or (ii) if the parties agree in writing that it is commercially reasonable under the circumstances, Contractor shall, at no cost to District, continue efforts to correct the deficiencies for a period of time agreed to by the parties so that the Final Deliverable shall conform to its Final Criteria and Documentation. Notwithstanding District's agreement pursuant to Subsection 7.3(ii) above for Contractor to undertake efforts to correct deficiencies, District shall continue to have the right to terminate (as specified in Subsection 7.3(i) above) at any time so long as the Final Deliverable fails to conform to its Final Criteria and Documentation. A Final Deliverable will be finally accepted only after District acknowledges in writing that such Final Deliverable has operated in accordance with its Final Criteria and Documentation for the required sixty (60) day period, which acknowledgement shall not be unreasonably withheld.

7.4 Deliverable Credits

Contractor acknowledges that the failure to complete and/or deliver a Deliverable or Final Deliverable or to meet a Key Milestone, each by the time and in the manner required under the applicable Deliverable Work Plan, will have a material adverse effect on the business and operations of LAUSD and that the actual amount of damage sustained by LAUSD because of such failure may be impossible or extremely difficult to quantify or determine. Accordingly, a Deliverable Work Plan may provide for credits ("Deliverable Credits") against fees due to Contractor for Contractor's failure to provide or complete any Deliverable or Final Deliverable or to meet any Key Milestone, each by the time and in the manner required under the applicable Deliverable Work Plan. Contractor acknowledges that Deliverable Credits are not intended as a penalty but are instead the parties' best approximation of District's actual damages resulting from Contractor's failure to complete and/or deliver a Deliverable or Final Deliverable or to meet a Key Milestone in a timely and compliant manner. A Deliverable Credit will be credited to District on the invoice that contains fees for the month during which the right to such Deliverable Credit arose or as soon as practicable thereafter. Payment of a

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Deliverable Credit does not limit District's other remedies for Contractor's delay or failure to provide a Deliverable or Final Deliverable or to meet a Key Milestone.

8. SERVICE LEVELS; PERFORMANCE STANDARDS

8.1 Service Levels

This Agreement may include quantitative or qualitative performance targets to be met by Contractor in performing the Services (each a "Service Level"). With respect to each Service that has an associated Service Level, Contractor shall provide such Service throughout the Term in a manner that meets or exceeds the associated Service Level. Regardless of whether this Agreement includes Service Levels, Contractor shall perform all Services and obligations promptly, diligently and in a workmanlike and professional manner, using qualified individuals and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as that achieved by well-managed operations performing services similar to the Services.

8.2 Measurement and Monitoring Tools

Unless otherwise specified in this Agreement, Contractor's performance of the Services against applicable Service Levels will be measured on a monthly basis. Contractor shall implement measurement and monitoring tools and procedures reasonably designed to measure its performance of the Services and assess such performance against any applicable Service Levels. Contractor shall provide LAUSD with a monthly report of Service Level performance. Upon LAUSD's request, Contractor shall provide LAUSD with access to the measurement and monitoring tools described herein, and to any information that they generate. Contractor's failure to measure its performance against any applicable Service Level to the required degree of specificity during any reporting period shall constitute a Service Level Default during that reporting period.

8.3 Failure to Meet Service Levels

a. If Contractor fails to provide the Services in a manner that meets or exceeds any Service Level (a "Service Level Default"), Contractor will (A) promptly perform a root-cause analysis and identify the problems causing the failure, (B) report to District on the nature and scope of the problems identified, (C) correct the problems as soon as practicable and resume meeting the Service Levels, (D) advise District of the progress of correction efforts at stages determined by District and (E) demonstrate to District that all reasonable action has been taken to prevent a recurrence of the Service Level Default.

b. Contractor acknowledges that Service Level Default(s) may have a material adverse effect on the business and operations of LAUSD and that the actual amount of damage sustained by LAUSD because of such failure may be impossible or extremely difficult to determine. Accordingly, LAUSD shall have the option, but not the obligation, to recover the amounts specified in this Agreement as Service Level Credits against amounts owed to Contractor by LAUSD.

9. EQUIPMENT; FACILITIES; SERVICE LOCATIONS

8.1 Equipment

a. The terms of this Section 9.1 shall only apply to the extent that Contractor provides or maintains equipment and tools in order to provide the Services.

b. Except as otherwise specified in this Agreement, each party will be responsible for providing and maintaining its own equipment and tools, and Contractor will be responsible for providing all equipment and tools necessary to provide the Services.

SAMPLE

c. If LAUSD shall make available to Contractor any computer, communications or other equipment owned or leased by LAUSD, Contractor shall: (i) use such equipment for the sole purpose of providing the Services and shall not use such equipment to provide services to or for the benefit of any third party; (ii) comply with any directions from LAUSD concerning the use and location of such equipment; and (iii) return such equipment to LAUSD, upon LAUSD's request or upon termination or expiration of this Agreement, in the same condition it was in when delivered or provided to Contractor, ordinary wear and tear excepted.

8.2 Facilities

a. The terms of this Section 9.2 shall only apply to the extent that Contractor is responsible for providing (i) a facility in order to provide or perform Services, or (ii) a data center for the hosting of applications or the storage of LAUSD Data.

b. Except as specifically set forth in this Agreement, Contractor will be responsible for providing all space and equipment necessary to provide the Services at its own or other facilities. Contractor will seek LAUSD's prior approval for any relocation of the facilities at and from which the Services are provided and will manage any such changes in accordance with the change control procedures described in Section 12.4.

c. Contractor shall host LAUSD Data in data centers located in the United States and will not export or send LAUSD Data outside of the United States without the prior written approval of LAUSD's [Chief Information Officer and Contract Administration Analyst]. With respect to any Contractor data center from which applications are hosted by Contractor on LAUSD's behalf or at which LAUSD Data is stored, Contractor shall establish and maintain proper and adequate facilities, equipment and supplies, and a properly trained and adequate staff, including necessary management and support staff. Such data center shall operate twenty-four (24) hours per day, seven (7) days per week.

d. Throughout the Term, Contractor shall maintain physical and logistical security measures and safeguards at Contractor facilities and data centers (including security measures and safeguards specific to those areas of the facilities that are partitioned from the rest of the facilities and dedicated to the provision of the Services) to guard against the destruction, loss, alteration, or unauthorized access of any LAUSD property or LAUSD Data that is maintained or stored at such facilities and data centers.

e. The security measures and safeguards maintained at Contractor facilities and data centers shall be no less rigorous than the most rigorous of the following standards: (i) those maintained by LAUSD as of the Effective Date at similar LAUSD facilities and data centers; (ii) those maintained by Contractor for its other facilities and data centers; or (iii) industry standards for similar facilities and data centers. Such security measures shall include at a minimum:

   i. With respect to any Contractor data center at which LAUSD Data is stored, providing security guards and technical support engineers on a 24x7 basis and maintaining access controls which include, at a minimum (1) restricting access to the data center and any portions of the data center containing LAUSD Data, and (2) monitoring and logging access to the data center.

   ii. With respect to any Contractor facilities at which the Services are performed, maintaining access controls to such facilities (particularly with respect to the areas of such facilities from which the Services are performed or Confidential Information is stored), which controls will include, at a minimum (1) inspecting identification and allowing only authorized personnel to enter such facilities, (2) monitoring and logging access to such

SAMPLE

facilities, (3) utilizing equipment that does not allow for the physical download of Confidential Information (e.g., computers with disabled USB drives and/or CD burners and disk drives without removable disks), and (4) printing hard copy only as necessary to perform the Services, providing LAUSD with reasonable access to print logs maintained by Contractor, and maintaining policies requiring the shredding of documents and prohibiting the removal of hard copies from the applicable secured areas of Contractor's facilities.

9.3 Use of LAUSD Property and Facilities

a. If LAUSD shall make space in any LAUSD facility available to Contractor, Contractor shall: (i) use such space for the sole purpose of providing the Services to LAUSD and not for the benefit of or the provision of services to any third party; (ii) comply with, and cause all Contractor Personnel to comply with, all policies and procedures governing access to and use of LAUSD facilities; and (iv) return such space to LAUSD, upon LAUSD's request or upon termination or expiration of this Agreement, in the same condition it was in when provided to Contractor, ordinary wear and tear excepted. LAUSD shall provide LAUSD facilities and access to normal office resources (e.g., fax, telephone and copier support) at no charge to Contractor. LAUSD facilities are made available to Contractor on an "as is, where is" basis, with no warranties whatsoever.

b. Contractor will manage to a resolution any suspected or actual incidents of non-compliance with District policies and procedures described in this Section 9.3, in cooperation with District, and will promptly provide District with written reports of each instance of noncompliance.

c. Contractor shall be responsible and liable for (i) any damage to LAUSD property caused by Contractor or any Contractor Personnel and (ii) any injury to Contractor Personnel sustained at any LAUSD facility or elsewhere while performing Services for LAUSD. Contractor shall, at Contractor's own expense, replace or repair all damaged property to its original condition.

9. PERSONNEL

9.1 Qualifications and Requirements of Contractor Personnel

a. Contractor will assign an adequate number of Contractor Personnel to perform the Services. Contractor Personnel shall be properly educated, trained, and fully qualified to perform the Services. Contractor will not charge District for the costs of training such Contractor Personnel, including the time necessary for such Contractor Personnel to become familiar with District's operations.

b. Contractor shall comply and shall require all Contractor Personnel to comply with the LAUSD Information Security Policies and, if performing Services at an LAUSD facility, all policies and procedures applicable to the access and use of such LAUSD facilities. Contractor Personnel working at LAUSD facilities shall be subject to LAUSD-required verification (which may include background checks, finger printing, and drug testing). In hiring Contractor Personnel for the LAUSD account, Contractor will follow industry standard hiring practices, which will be available for review upon request by LAUSD.

c. All Contractor Personnel shall be required to execute a confidentiality agreement with Contractor that includes terms at least as restrictive as the terms in this Agreement and in any confidentiality agreement between Contractor and District, and such other terms as may be imposed by law on District and its contractors.

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d. Contractor shall use commercially reasonable efforts to prevent the transfer, reassignment, or replacement of Contractor Personnel assigned to perform the Services so as to maintain continuity in the performance of the Services. Contractor will provide a semi-annual report of turnover for Contractor Personnel assigned to perform the Services, and will work to reduce the turnover rate. Contractor will ensure that all replacement personnel receive sufficient information and training, without additional charge to District, to assure continuity of Services without adverse impact. Contractor will take steps to keep the turnover rate at a level reasonably acceptable to District.

9.2 Right to Reject Contractor Personnel

District shall have the right to accept or reject assignment of any Contractor Personnel. In the event that LAUSD determines in good faith that the continued assignment to LAUSD's account of any of the Contractor Personnel is adversely affecting LAUSD, then LAUSD will give Contractor written notice to that effect. Promptly after receipt of such notice, Contractor will use commercially reasonable efforts to resolve any problems with the relevant Contractor Personnel. If, following such efforts, LAUSD requests replacement of the relevant Contractor Personnel, Contractor will replace the relevant Contractor Personnel with Contractor Personnel of equal or greater ability and qualifications as expeditiously as possible. Notwithstanding the foregoing, in the event that LAUSD in good faith requests the immediate removal of any of the Contractor Personnel from the LAUSD account, Contractor shall immediately remove such person from the LAUSD account and at no charge to LAUSD and promptly replace such person with another person of equal or greater ability and qualifications.

9.3 Key Contractor Positions

The key personnel assigned to perform the Services and their respective roles are identified herein (the "Key Contractor Personnel"). Contractor shall not change any Key Contractor Personnel or reassign any of the Key Contractor Personnel to other projects without District's prior written approval and until a satisfactory replacement has been approved by District in its sole discretion. Contractor shall submit to District written documentation of the qualifications for a proposed replacement to any of the Key Contractor Personnel.

11. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

11.1 Software Generally

Except as otherwise specified in this Agreement, each party will be responsible for providing and maintaining its own software, and Contractor will be responsible for providing all software necessary to provide the Services.

11.2 Software Owned or Licensed by LAUSD; Work Product

a. LAUSD Software

This Agreement may specify any LAUSD Software that Contractor is authorized to use to perform the Services and shall specify the rights of Contractor regarding use of such LAUSD Software. LAUSD will retain all rights to LAUSD Software. Contractor will be granted a license during the term of this Agreement to use and access LAUSD Software for the sole purpose of providing the Services. Contractor will cease use of such LAUSD Software upon expiration or termination of this Agreement. Without limiting the foregoing, District shall retain all right, title and interest in and to any other proprietary material that District supplies to Contractor. With respect to any District Pre-Existing Items provided to Contractor hereunder, District hereby grants Contractor only those rights and licenses necessary for Contractor to fulfill its obligations under this Agreement.

b. Work Product
Except as otherwise agreed in writing by the parties under this Agreement, LAUSD will own all right, title and interest in and to the Work Product, including ownership of copyright therein, and Contractor hereby assigns and agrees to assign to LAUSD, its successors, assigns or designees, all of Contractor's rights in and to any such Work Product. Contractor will provide to LAUSD all copies of such Work Product (including, if applicable, the source code and Code Documentation for any software that constitutes Work Product), and LAUSD will have the exclusive right to copyright such material. District hereby grants and agrees to grant to Contractor an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and prepare derivative works based on, Work Product, only for Contractor's internal purposes; provided, however, that Contractor may make further use of the Work Product by complying with the terms of Section 11.6 below. Contractor will be responsible for ensuring that no Contractor Personnel retain rights to any Work Product in contravention to the grant of rights set forth herein.

c. Third Party Software
This Agreement will specify any third party software required in order to perform the Services and Contractor will not use in connection with this Agreement or introduce into District any third party software without District's written consent. All licenses to third party software may be retained by LAUSD in LAUSD's discretion. Any consents or agreements necessary to enable Contractor's use or operation of third party software shall be obtained by Contractor with such reasonable assistance from LAUSD as is requested by Contractor. Contractor will comply with the licenses for any third party software licensed by LAUSD and used by Contractor in relation to the Services. The respective financial, operational and other obligations of the parties with respect to any third party software shall be set forth in this Agreement.

11.3 Contractor Software and Other Intellectual Property

a. This Agreement will identify any Contractor Off-The-Shelf Software that will be used to provide the Services, and Contractor Off-The-Shelf Software (together with any applicable Documentation) shall be provided under the terms of Contractor's standard license agreement for such software. Contractor shall install, operate, update, and maintain at its expense any Contractor Off-The-Shelf Software needed to provide the Services.

b. Pursuant to the terms of this Agreement, Contractor shall grant to District with respect to all Contractor Off-The-Shelf Software, Contractor Customized Software, and any Documentation owned by Contractor or a third party, a nonexclusive, worldwide, perpetual, royalty free, fully paid license permitting District internal use of such Contractor Off-The-Shelf Software, Contractor Customized Software, and Documentation, which license shall, at District's option, be transferable to any Affiliate of District. As used in this Section, "internal use" shall include use of the Contractor Off-The-Shelf Software and Contractor Customized Software on any or all central processing units at any or all locations owned or leased by District, any locations used by independent agents who contract with District, or any locations used by District employees or District subcontractors. Contractor shall also provide District with any nonproprietary software (including Code Documentation therefore) utilized by Contractor to develop any System Deliverable.

c. Unless specifically set forth under the terms of this Agreement, District shall not be subject to any upgrade, maintenance, transfer, or other fees based upon District's use of any Contractor Off-The-Shelf Software or Contractor Customized Software.

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d. Contractor also grants and agrees to grant to District a nonexclusive, worldwide, perpetual, royalty free, fully paid license to use the source code, Code Documentation, and any software tools necessary to maintain or modify the Contractor Customized Software and, to the extent applicable, the Work Product. To the extent that LAUSD's use of any Contractor Off-The-Shelf Software, Contractor Customized Software, Contractor Pre-Existing Items or Work Product would constitute an infringement of any patent, know-how, trade secret or other proprietary rights of Contractor or any third-party licensor of Contractor, Contractor further grants and agrees to grant to District a nonexclusive, worldwide, perpetual, royalty free, fully paid license (or, if applicable, sublicense) to such patents, know-how, trade secrets or other proprietary rights, to the extent necessary to permit District to make full use of the Contractor Off-The-Shelf Software, Contractor Customized Software, Contractor Pre-Existing Items or Work Product as set forth herein.

11.4 **Modifications**

District shall have the right, in its sole discretion, to independently modify Work Product and Customizations for LAUSD-specific functions, through the services of its own employees or of independent contractors. Subject to any contrary terms in this Agreement, District shall be the owner of any such modifications. Contractor shall not disclose such modifications to any third parties and shall not incorporate any such modifications into Contractor Off-The-Shelf Software for distribution to third parties (or otherwise commercially exploit such modifications in any way) unless Contractor first obtains the written consent of District and complies with the terms of Section 11.6 below.

11.5 **Proprietary Notices**

District agrees that any copies of the Contractor Off-The-Shelf Software, Contractor Customized Software, Contractor Pre-Existing Items, and Documentation shall bear all copyright, trademark, and other proprietary notices properly included therein by Contractor or a third party. District may add its own copyright or other proprietary notice to any copy of the Contractor Customized Software or Documentation that contains permitted modifications made by District.

11.6 **Royalties**

Contractor shall pay to District a royalty of two percent (2%) of all third party fees that are generated, billed or received by Contractor for Contractor's use or sublicensing of the Work Product or any Customizations in connection with any product or service distributed by Contractor or its Affiliates ("Revenues"), such royalty to be based upon the usual billing price for such products and services. Royalty payments, if any, shall be due annually on June 30, and, when due, must be accompanied by a statement of accounts setting forth all Revenues received as of May 31 of that same year. Contractor shall keep accurate books of accounts and shall keep and maintain all records, documents and other instruments relating to Revenues in such detail as shall enable District to ascertain royalties due under this Agreement in accordance with District's audit rights set forth under Section 13.1 below.

11.7 **Registrations**

In the event any intellectual property created under this Agreement and owned by LAUSD shall be determined by LAUSD to be copyrightable or patentable or otherwise registrable, Contractor shall assist LAUSD in obtaining and maintaining registrations and in vesting LAUSD with full title.

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11.8 **Residual Knowledge**

Nothing contained in this Agreement shall restrict either party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the undocumented mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this Agreement, provided that in doing so such party does not (a) infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement or under agreements with third parties.

12. CONTRACT AND PROJECT MANAGEMENT

12.1 Appointments

a. District will appoint an appropriately qualified individual to manage District's obligations and monitor Contractor's performance under this Agreement (the "District Relationship Manager"). Wherever District's approval is required under this Agreement, District will only be deemed to have given that approval if provided by the District Relationship Manager or a duly authorized delegate of the District Relationship Manager, except as otherwise provided herein. Contractor will appoint an appropriately qualified individual to manage Contractor's performance of this Agreement and day-to-day operations (the "Contractor Relationship Manager"). The Contractor Relationship Manager will provide District with a single point of contact and will be one of the Key Contractor Personnel with respect to this Agreement.

b. In addition to the Contractor Relationship Manager, Contractor will designate an individual as its "Project Executive" for this Agreement, to serve as the onsite manager for the delivery of Services thereunder and have overall responsibility for Contractor's performance of the Services thereunder. Contractor's Project Executive will (i) be one of the Key Contractor Personnel, (ii) serve as the single point of accountability for Contractor for the Services, (iii) manage and supervise the Contractor Personnel performing Services, (iv) report to the Contractor Relationship Manager (unless the Contractor Relationship Manager and Project Executive are the same individual), and (v) have such additional roles and responsibilities as may be outlined in this Agreement or designated by Contractor.

12.2 Project Management Meetings

a. Meeting Schedule

Unless a different schedule is set forth in this Agreement, the parties shall hold regular project management meetings at least once every month. Additional project management meetings may be held upon the reasonable request of either party. Unless both parties agree otherwise, project management meetings shall be held in person at a location to be determined by District.

b. Meeting Agenda

Contractor will prepare and circulate an agenda sufficiently in advance of each project management meeting to give participants an opportunity to prepare for the meeting. Contractor will incorporate into such agenda items that LAUSD desires to discuss. The agenda for each project management meeting will include review of the most recent performance report provided by Contractor pursuant to Section 12.3 of this Agreement. At LAUSD's request, Contractor will prepare and circulate minutes promptly after a meeting.

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c. Attendees
The District Relationship Manager, Contractor Relationship Manager, and the Project Executive or, with respect to each a suitable designee, shall be present at all project management meetings.

12.3 Performance Reports

Unless otherwise provided in this Agreement, Contractor will provide monthly performance reports, which will be delivered to LAUSD within ten (10) calendar days after the end of each month of the Term, describing Contractor's performance of the Services in that month. Each monthly performance report will, to the extent applicable: (a) track the status of Contractor's work against all applicable project schedules, including Contractor's progress toward any Key Milestones and Critical Tasks; (b) address Contractor's performance against each of the Service Levels; (c) describe the status of each key project, problem resolution effort and any other initiative; (d) explain deviations from Service Levels and include for each deviation a plan for corrective action; (e) explain any deviations from the schedule set forth in the Deliverable Work Plan and include a plan for corrective action that will allow Contractor to meet future schedule and Key Milestone requirements; (f) describe the status of any corrective action currently underway to address rejected Deliverables; (g) describe the status of any corrective action currently underway to meet any extended deadlines for any Critical Tasks; (h) set forth the utilization of resources for the month and utilization trends; (i) provide LAUSD a projection of the Charges for the following month; and (j) include any other information required by this Agreement. Contractor will also provide such other reports as may be upon the reasonable request of District.

12.4 Certain Rights In The Event Of Service Level Default Or Failure To Meet Key Milestone

Without limiting LAUSD's other rights and remedies set forth in this Agreement or otherwise, if Contractor experiences a Service Level Default, fails to meet a Key Milestone, or fails to timely complete a Critical Task, LAUSD shall have the right, at no additional charge to LAUSD, (i) to stop the Services or a subset of the Services being performed under this Agreement, (ii) to request that Contractor provide a remediation plan that details how Service Levels, Key Milestones, and/or Critical Tasks, as applicable, will be met in the future, which remediation plan may involve amendments to the applicable Deliverable Work Plan; and (iii) to review and request revisions to any such remediation plan or amended Deliverable Work Plan. LAUSD may, at its sole discretion, accept or reject any remediation plan or amended Deliverable Work Plan. A remediation plan or amended Deliverable Work Plan provided pursuant to this Section 12.4 shall be implemented by Contractor only after it is accepted in writing by LAUSD.

12.5 Change Control Procedures

a. No changes or additions may be made to this Agreement without the written agreement of LAUSD as evidenced by a duly executed Change Order.

b. Contractor will not take an action or make a decision which may have a material effect on LAUSD or which adversely affects the function or performance of, or decreases the resource efficiency of, the Services, including implementing changes in technology or equipment and software configuration, without first obtaining LAUSD's written approval, which approval LAUSD may withhold in its sole discretion as respects any change which may have an adverse effect on LAUSD or the Services.

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12.6 Subcontracting

a. Contractor will not enter into any subcontract for the provision of the Services without the prior written consent of LAUSD. Before subcontracting any portion of the Services, Contractor must notify LAUSD of the proposed subcontractor, the scope of the Services proposed to be subcontracted, the location(s) from which the subcontracted Services will be provided, and the terms of the proposed subcontract. Before amending or supplementing any subcontract relating to the Services, Contractor will notify LAUSD of the terms of the proposed amendment, modification or supplement and will obtain Customer's written approval thereof.

b. Subcontractors approved by LAUSD shall be set forth in this Agreement. With respect to any subcontract related to the delivery or performance of Services, Contractor will include in such subcontract provisions substantially similar to those provisions of this Agreement material to the subcontractor's performance under such subcontract.

c. LAUSD shall have the right to revoke its prior approval of an authorized subcontractor if the subcontractor's performance is deficient, if misrepresentations were made concerning the subcontractor at the time of LAUSD's approval, or for other factors related to any LAUSD experience with the subcontractor.

d. Contractor will remain responsible for obligations, services and functions performed by subcontractors to the same extent as if these obligations, services and functions were performed by Contractor's employees. Contractor will be LAUSD's sole point of contact. Contractor is responsible for all payments to its subcontractors and will promptly pay for all services, materials, equipment and labor used by Contractor in providing the Services. In the event that a subcontractor of Contractor causes a lien to be placed on any District property, Contractor will at its own expense promptly cause such lien to be removed.

12.7 Improvements in Technology

a. Prior to using any new software or equipment to provide the Services, Contractor will have verified, to the extent possible in a test environment, that the item has been properly installed, is operating in accordance with its specifications and is performing its intended functions in a reliable manner. Contractor will move programs from development and test environments to production environments in a controlled and documented manner, reasonably calculated to avoid introduction of unauthorized changes into the relevant production environment.

b. Contractor will keep the equipment, software and other technologies Contractor provides in performing the Services current, and LAUSD will receive the benefits of upgrades in technology through increases in efficiency and productivity. Contractor will proactively seek out new technologies by surveying key suppliers to identify advances or changes in technology which are appropriate and beneficial to LAUSD. LAUSD is, however, under no obligation to implement any such new technologies.

13. AUDITS

13.1 Audit Rights

a. Contractor shall maintain, and 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, at a minimum, to the extent permitted or required by any laws and regulations applicable to LAUSD or Contractor, to (i) with respect to Services or Deliverables supplied on a cost or cost-plus basis, properly reflect

SAMPLE

all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement; (ii) with respect to Services performed on an hourly basis, properly reflect the hours billed; (iii) to the extent Contractor is performing operations involving LAUSD Data, verify the integrity of LAUSD Data and examine the systems that process, store, support and transmit that data; (iv) examine and verify Contractor's disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) review other areas of performance as set forth in this Agreement, including any royalties due under Section 11.6 hereof.

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

c. Any information provided on machine-readable media shall be provided in a format accessible and readable by District. Contractor's failure to timely provide records or access shall preclude Contractor from receiving any payment due under the terms of this Agreement until such records or access are provided to District. Contractor shall also be responsible for ensuring that it obtains and maintains sufficient information and records to permit District to evaluate the performance of Contractor's subcontractors and suppliers in accordance with the requirements of this section.

13.2 Audit Follow-Up

Contractor shall meet to review each audit report promptly after the issuance thereof at the request of LAUSD to mutually agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes suggested by the audit report. If an audit reveals an overcharge, Contractor will promptly refund such overcharge (net of any undercharges).

13.3 Records Retention

Until (a) the later of five (5) years after the expiration or termination of this Agreement or five (5) years from District's last payment for specific goods or services under this Agreement; or (b) if pending matters relating to this Agreement (e.g., disputes) are open as of such date, the date such pending matters are closed, Contractor will maintain and provide access upon request to the records, documents and other information required to meet LAUSD's audit rights under this Agreement.

14. CHARGES

14.1 General

Subject to the other provisions of this Agreement, LAUSD shall pay to Contractor the Charges $XXX. Except as otherwise expressly set forth in this Agreement, LAUSD shall not be obligated to pay any amounts to Contractor for its performance of the Services and its other obligations under this Agreement. Contractor's rates charged to LAUSD for the Services will not exceed those set forth on Contractor's schedule of rates set

SAMPLE

forth attached hereto as Schedule B (Contractor's Rates and Pricing) without LAUSD's prior written approval.

14.2 Pass-Through Expenses

a. If this Agreement provides that a Pass-Through Expense is to be paid by LAUSD directly, Contractor will promptly provide LAUSD with the original third-party invoice for the Pass-Through Expense. If this Agreement provides that a Pass-Through Expense is to be paid by Contractor, Contractor will act as payment agent for LAUSD and will timely pay third-party charges comprising the Pass-Through Expense. For each Pass-Through Expense, Contractor will review the corresponding invoiced charges to determine whether the charges are proper and valid and should be paid, and will provide LAUSD with a statement to that effect. Where Contractor is paying a Pass-Through Expense on LAUSD's behalf, Contractor will provide LAUSD with a reasonable opportunity to review the applicable invoice. Following this review, Contractor will pay the amounts due and will invoice LAUSD for the charges.

b. Contractor will use commercially reasonable efforts to minimize Pass-Through Expenses. With respect to services or materials paid for on a Pass-Through Expense basis, LAUSD reserves the right to: (i) obtain these services or materials directly from a third party; (ii) designate the third party source for these services or materials; (iii) designate the particular services or materials (e.g., equipment make and model) that Contractor will obtain, provided that if Contractor demonstrates to LAUSD that this designation will have an adverse impact on Contractor's ability to meet applicable Service Levels, this designation will be subject to Contractor's approval; (iv) require Contractor to identify and consider multiple sources for these services or materials or to conduct a competitive procurement; and (v) review and approve the Pass-Through Expense for these services or materials before entering into a contract for these services or materials.

14.3 Reserved

14.4 Taxes

a. Each party shall pay any real property taxes or personal property taxes on property it either owns or leases from a third party or any other taxes, fees or costs related to equipment or the lease of equipment.

b. Contractor shall pay any sales, use, excise, transfer, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Contractor in connection with the Services. As part of the Charges, LAUSD shall pay when due any sales, use, excise, value-added, services, consumption and other taxes and duties imposed on its acquisition of goods and Services from Contractor. LAUSD shall withhold taxes as required by law and any such withholding shall reduce the payment otherwise required to be made to Contractor. Contractor shall be responsible for properly calculating and invoicing applicable taxes on the Services. Interest and penalties imposed with regard to taxes shall be borne by the same party who bears the responsibility for remitting the tax.

c. The parties shall cooperate to determine accurately their respective tax liabilities and to reduce such liabilities to the extent permitted by law. Contractor invoices to LAUSD shall separately state the amount of any taxes Contractor is collecting from LAUSD. Each party shall provide to the other any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of equipment and services, and such other similar information as the other party may reasonably request.

14.5 RESERVED

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15. INVOICING AND PAYMENT

15.1 Invoices

a. 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, and (c) itemize services, service date(s), and payment rate(s) consistent with the terms of this Agreement. Contractor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the Contractor for correction. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request. Late payment of an invoice shall not constitute a breach of this Agreement.

When submitting invoices, Contractor will ensure that:

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

b. For Services provided on a time and materials basis, Contractor will include with each invoice a chronological, itemized listing of the activities performed r during the prior month, showing: the date of service; a description of each item of work; the number of hours expended by Contractor Personnel on each item or work; and the hourly rate(s) for Contractor Personnel performing Services.

c. For Services provided on a fixed-fee or milestone basis, Contractor will include with each invoice a status report for such Services and will include therein a copy of LAUSD's written acceptance of any Deliverable(s) for which payment is sought.

15.2 Payment

a. Subject to Section 15.5, each invoice delivered pursuant to Section 15.1 shall be due and payable within forty-five (45) calendar days after the date such invoice is received by LAUSD.

b. To the extent LAUSD is entitled to a credit (including any service level credit) pursuant to this Agreement, Contractor shall provide LAUSD with such credit on the first invoice delivered after such credit is earned. If the amount of any credit on an invoice exceeds the amount owing to Contractor reflected on such invoice, Contractor shall pay the balance of the credit to LAUSD within forty-five (45) calendar days after the invoice date, unless LAUSD agrees in writing to carry over the balance of the credit to subsequent Contractor invoices.

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15.3 Proration

All periodic Charges (excluding those based upon actual usage or consumption of Services) shall be computed on a 30-day calendar month basis and shall be prorated for any partial month.

15.4 Refunds

If Contractor should receive a refund, credit or other rebate for goods or services paid for by LAUSD, Contractor shall promptly notify LAUSD and shall pay such amount to LAUSD (or, if applicable, provide a credit on the next invoice) within thirty (30) calendar days after receipt thereof. Any amount that remains unpaid thirty (30) calendar days after receipt by Contractor will begin to accrue interest at the prime rate of Citibank of New York.

15.5 Set Off and Disputed Charges

a. Notwithstanding any other provision of this Agreement, a party who is owed any undisputed amount by the other party may, at its option, set off any such undisputed amount as a credit against any amounts it otherwise owes to the other party.

b. If LAUSD disputes in good faith any portion of an invoice, LAUSD shall pay the undisputed amount of such invoice when due and may, at its option, withhold the disputed portion pending resolution of the dispute. If LAUSD withholds any payment pursuant to this Section, LAUSD shall notify Contractor in writing of the basis for such withholding. Upon resolution of the dispute, LAUSD shall pay to Contractor any amount then determined to be owing to Contractor.

16. DATA AND INFORMATION

16.1 Public Records

This Agreement is subject to the California Public Records Act. Those elements of any document provided to District that are Contractor trade secrets, as defined in Cal. Civil Code §3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY” may be protected from disclosure; provided, however, that if disclosure is deemed to be required by law or by court order then District shall not in any way be responsible or liable (to Contractor or to any third party) for any disclosure made under the California Public Records Act, including any disclosure of Contractor documents marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY.” In addition, District shall have no obligation to resist any disclosure deemed to be required by law or by court order.

16.2 Ownership and Protection of LAUSD Information

a. Confidential Information (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of LAUSD or its licensors, employees, or students, as applicable. Contractor will not possess or assert any lien or other right against or to Confidential Information. No Confidential Information, or any part thereof (including any LAUSD Data), will be sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited by or on behalf of Contractor, its employees or agents.

b. During the course and scope of its services hereunder, Contractor may gain knowledge of or have access to Confidential Information, or otherwise have Confidential Information disclosed to it. Contractor understands that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and Contractor and the Contractor Personnel will use Confidential Information for no other purpose. Contractor agrees that neither it nor the Contractor Personnel shall, directly or indirectly,

SAMPLE

disclose or distribute any Confidential Information to any third party or use Confidential Information for the benefit of itself or any third party without LAUSD's prior written consent. Contractor will disclose Confidential Information only to Contractor Personnel with a need to access such information as a necessary part of the performance of the Services.

c. Contractor acknowledges and agrees that LAUSD Data includes confidential student and employee information that is protected by applicable laws and standards, including FERPA and HIPAA. Contractor Personnel may, by nature of the Services, have the ability to defeat security provisions on LAUSD devices and may, by the nature of their work, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. Contractor therefore agrees to use its best efforts to avoid unnecessary exposure by Contractor Personnel to Confidential Information. Contractor further agrees to comply, and agrees to require Contractor Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any LAUSD Data embodied therein. Contractor agrees to inform LAUSD whenever access is sought by Contractor or Contractor Personnel to student or employee data files.

d. In the event the Contractor needs to have access to Confidential Information of students, Contract agrees to further comply with the requirements of California Education Code section 49073.1 and enter into a Data Use Agreement, substantially in the form of Schedule E, attached hereto and made a part hereof. Contractor agrees to inform LAUSD whenever access is sought by Contractor or Contractor Personnel to student or employee data files.

e. Upon request, Contractor will propose, for LAUSD review and approval, policies and procedures for informing Contractor Personnel of restrictions regarding access to and use of Confidential Information and for monitoring compliance with such restrictions and with the terms of this Article 16.

f. Contractor will cooperate, and will cause Contractor Personnel to cooperate, fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

g. Data Privacy
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 sections 22580 through 22585 (notwithstanding statute operative dates), and LAUSD policy as follows:

   i. Contractor shall not (a) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (b) use a student's personally identifiable information ("PII") or other non-public information (e.g., metadata) to amass a profile about a District student; (c) sell information, including PII; or (d) disclose PII without the District's written permission.

   ii. Contractor will store and process LAUSD Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS)

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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.

iii. Contractor shall delete a student's covered information upon request of the District.

h. Single Sign On (SSO). Use of District Single Sign-on for Students and Staff.

It is the intent of the District to facilitate the log on process to all external services including online learning tools and accounts, learning management systems and the like using single sign-on (SSO). The District requires all service providers/ contractors to align their product(s) to the following requirements, complying with all federal, state and District rules and policies regarding security of data transferred for the purposes of authorization.

NOTE: Contractors are reminded that protocol versions specified at the time of execution of this Agreement not may not be current. It is the responsibility of the Contractor to verify the protocol versions used are the currently available versions that support versions being used by the District.

For Authentication:
The District uses implementation of the current version of Security Assertion Mark-up Language (SAML) using the current version of Active Directory Federated Services (ADFS) for authentication. The Contractor must support SAML or the use of Azure AD via SAML or OpenID Connect (OIDC). If the system is deployed on premise in the District's Data Center, the current version of Active Directory (AD), which leverages LDAP, may be used as well as SAML.

For Authorization:
Authorizations must support role-based management.
The District requires data exchanged with vendors via flat file be accomplished in an automated manner using SFTP or File transfer Protocol over Secure Socket Layer (FTPS). The process must not require manual intervention by LAUSD staff in order to complete transfers. Additionally, the file must be encrypted using Pretty Good Privacy (PGP) keys. It is preferred that the vendor log into the District's Secure File Transfer (SFT) system to retrieve and upload files.

16.3 Return of Data

At no cost to LAUSD, Contractor shall upon (a) request by LAUSD at any time, and (b) upon termination or expiration of this Agreement, promptly return to LAUSD, in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in Contractor's possession or control and shall permanently delete any electronic copies of any such Confidential Information, in accordance with the applicable version of BUL-6916, "Data Destruction and Disposal."

16.4 Security

a. Contractor and Contractor Personnel will comply with the LAUSD Information Security Policies.

b. Contractor shall take appropriate security measures to protect the confidentiality, integrity, and availability of Confidential Information that it creates, receives, maintains, or transmits on behalf of the District and to prevent any use or disclosure of Confidential Information other than as provided by the Agreement. Appropriate security measures include, but are not limited to, the implementation of the best practices as specified by the ISO 27001/2, NIST, or similar security industry guidelines. Contractor shall provide, upon the District's request, evidentiary documentation of Contractor's current implementation of information security practices.

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c. In addition to the restrictions applicable to other Confidential Information, LAUSD Data will be stored separately from Contractor's property or any property or data of third parties and will not be comingled with Contractor's or any third party's data. Contractor will utilize commercially reasonable efforts, including the use of systems security measures, to guard against the unauthorized access, alteration, reassure or corruption of LAUSD Data. Such measures will include the use of software that (i) requires all users to enter a unique role-based user identification and password before gaining access to the information systems; (ii) controls and tracks the addition and deletion of users; (iii) controls and tracks user access to areas and features of the information system; and (iv) requires all users to have a need-to-know and need-to-use.

d. Contractor shall employ the most current version of a virus detection mechanism to detect and eradicate malicious code (e.g., viruses, worms, Trojan horses) in any Deliverable or LAUSD's information technology environment. Contractor will not willfully or negligently insert or include, or permit or cause any third party under its control to insert or include, any Virus into any Deliverable or LAUSD's information technology environment. Contractor will use commercially reasonable efforts to reduce the likelihood that any Virus is introduced into any software or LAUSD's information technology environment, and will test Deliverables for Viruses. In the event a Virus is introduced into Contractor Off-The-Shelf Software, Contractor Customized Software, Work Product, LAUSD Software or any other part of the LAUSD information technology environment by Contractor or any third party under its control who has access to such materials, Contractor will remove such Virus and will provide all necessary services to minimize the impact of such Virus, all at no cost to LAUSD. In such event, Contractor will be liable for loss of data or records of LAUSD to the extent such loss of data or records is due to the willful or negligent introduction of such Virus into a Deliverable or the LAUSD information technology environment by Contractor or any third party under its control who has access to such Deliverable, or any part thereof, or any part of the LAUSD information technology environment.

16.5 Destroyed or Lost Data

a. Contractor will not delete or destroy any LAUSD Data or media on which LAUSD Data resides without prior written authorization from LAUSD. In the event any LAUSD Data is lost or destroyed due to any act or omission of Contractor, including any breach of the security procedures described in this Article 16, and such LAUSD Data cannot be fully restored by a reload under Section 16.5(b) below, Contractor shall be responsible for the prompt regeneration or replacement of such LAUSD Data. Contractor shall prioritize this effort so that the loss of LAUSD Data will not have an adverse effect upon LAUSD's business or the Services. LAUSD agrees to cooperate with Contractor to provide any available information, files, or raw data needed for the regeneration of the LAUSD Data. If Contractor fails to regenerate the lost or destroyed LAUSD Data within a time reasonably set by LAUSD (or within a reasonable time, if no such time is set), then LAUSD may obtain data reconstruction services from a third party, and Contractor shall cooperate with such third party as requested by LAUSD. In addition to any other damages incurred by LAUSD, Contractor will be responsible for the actual costs incurred by LAUSD for the reconstruction of LAUSD Data by a third party. In the event it is determined that LAUSD Data has been lost or destroyed as a result of the willful conduct of Contractor or its employees, contractors or agents, LAUSD may terminate this Agreement pursuant to Section 21.2 (but without any requirement of a 30-day cure period).

b. Without limitation to Contractor's obligations regarding data regeneration set forth in Section 16.5(a) above, in the event of the loss of, damage to, or corruption of data caused by Contractor or any Contractor Personnel, Contractor shall, promptly and without charge to LAUSD, reload such data as shall be issued by LAUSD to Contractor from LAUSD back-up stores, provided that LAUSD has kept proper and adequate back-up copies of such data.

16.6 Unauthorized Uses and Disclosures

Without limiting Districts other rights in respect of a breach of this Article 16, Contractor will:

a. only install software and hardware on District systems, including but not limited to network infrastructure, software, devices, cloud, and other virtualized environments, that have been authorized for use by the District

b. only connect to District systems using authorized devices

c. only use District systems to conduct District business necessary to perform the Services

d. promptly notify District of any unauthorized possession, use, knowledge, or attempted possession, use, or knowledge of Confidential information by any person or entity that may become known to Contractor

e. promptly furnish District with full details of the unauthorized possession, use, or knowledge, or attempt thereof, and assist District in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information

f. cooperate with District in any litigation or investigation against third parties deemed necessary by District to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services

g. use diligent efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge, or attempt thereof, of District's Confidential Information.

16.7 Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures

Contractor will comply with the following obligations in connection with the use or disclosure of Personally Identifiable Information that is not expressly permitted by this Agreement, and that takes place while such information is in the custody or control of Contractor or a Contractor Agent (a "Security Incident").

a. Contractor will report to District each Security Incident of which it becomes aware. The initial report of a Security Incident will be made by telephone call to the [District Relationship Manager] no later than twenty-four (24) hours after Contractor becomes aware of the Security Incident. The initial report will be followed by a written report to District no later than three (3) days after the date on which Contractor became aware of the Security Incident.

b. The written report of the Security Incident will include: (1) the date the Security Incident occurred; (2) a description of the unauthorized uses or disclosures involved in the Security Incident; (3) the number of Data Subjects affected by the Security Incident; (4) to the extent possible, the identities of the Data Subjects whose Personally Identifiable Information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used or disclosed during the Security Incident; (5) the types of Personally Identifiable Information involved in the Security Incident; and (6) the steps Contractor has taken to investigate the Security Incident, mitigate potential harm to the affected Data Subjects, and prevent further Security Incidents, including steps Contractor believes the affected Data Subjects should take to protect themselves against potential harm resulting from the Security Incident.

SAMPLE

c. Contractor will promptly supplement the written report with additional information about the Security Incident as Contractor obtains the information, including Contractor's assessment as to whether the Security Incident is reportable under applicable laws.

d. To the extent that any applicable law requires that the affected Data Subjects or any governmental authorities be notified of a Security Incident, Contractor will be responsible at its cost and expense for:

   i. at District's request, and where possible under law, providing such notices to Data Subjects or governmental authorities containing the information required by applicable law, provided that Contractor will provide District's prior approval of any content, form and timing of such notice

   ii. conducting any forensic and security review and audit in connection with such Security Incident

   iii. providing any forensic and security review and audit in connection with such Security Incident

   iv. providing remediation services and other reasonable assistance to such Data Subjects as are (1) required by law, (2) requested by governmental authorities, (3) requested by District, or (4) consistent with customary industry practice

   v. reasonably cooperating with District and its Affiliates in responding to such Security Incident.

17. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS

For purposes of this Article 17, all matters to which Contractor represents are true on the Effective Date, and all matters to which Contractor warrants shall continue throughout the Term.

17.1 General Matters

Contractor represents and warrants that it is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Contractor represents and warrants that it has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this Agreement.

Contractor represents and warrants that it has full power and authority to enter into this and to perform hereunder and thereunder, and Contractor will exercise commercially reasonable efforts to ensure that such entry and performance do not and will not violate any rights of any third party. Contractor represents and warrants that it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations thereunder. The execution and performance of this Agreement and the consummation of the transactions contemplated hereby have been and will be duly authorized by all necessary corporate actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in connection with its terms.

17.2 Efficiency and Cost Effectiveness

Contractor will render the Services in as efficient a manner as is commercially reasonable and will exercise reasonable care to control resources (such as lighting, heating and other utilities) at LAUSD facilities used in providing Services. Contractor will provide the Services using technology that is reasonably intended to enable LAUSD to take advantage of relevant technological advancements.

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17.3 Non-infringement and Ownership

If a Deliverable or any Services violate or infringe upon the rights of any third party, including any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, District may seek the remedies set forth in Section 19.2. Contractor is and shall be (a) either the owner of, or authorized to use, the software and related material used in connection with the Services, which is not otherwise owned by LAUSD, and (b) sufficiently authorized to grant to LAUSD the rights, title, interest and/or ownership, specified in Article 11, in and to materials, information, Documentation, Work Product, or other Deliverables developed by Contractor for LAUSD as part of the Services. Contractor will use commercially reasonable efforts to perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, the patent, copyright, trademark, trade secret or other proprietary rights of a third party.

Contractor shall have sufficient title and rights to license to District, to the extent specified in Article 11, all Contractor Off-The-Shelf Software, Contractor Customized Software, and Deliverables.

17.4 Inducements

Contractor represents and warrants to LAUSD that Contractor has not violated and will not violate any applicable laws or regulations, or any LAUSD policies of which Contractor has been given notice, regarding the offering of inducements in connection with this Agreement. In the event that Contractor does not comply with the foregoing, LAUSD will have the right to terminate this Agreement for cause without affording Contractor an opportunity to cure.

17.5 Compliance with Laws

a. At all times during the Term of this Agreement, Contractor shall comply with or adhere to all federal, state, and local laws and regulations, as well as current industry standards as determined by the District, that are applicable to its performance of the Services. Examples include FERPA, HIPPA, and Payment Card Industry Data Security Standard (PCI-DSS). To the extent applicable, Contractor shall, as of the date of final acceptance of any Deliverable or Final Deliverable, make such Deliverable or Final Deliverable comply with or adhere to all applicable federal, state and local laws, regulations, and current industry standards.

b. If Contractor provides Services from outside of the United States, without limiting any of Contractor's other obligations set forth in this Agreement and notwithstanding anything to the contrary contained in this Agreement, Contractor will be responsible for compliance with all applicable laws governing the Services in the location from which the Services will be provided and will be responsible for compliance with United States export laws and import laws of the location from which Services will be performed.

c. Contractor and District will work together to identify the effect of changes in applicable laws on the provision and receipt of the Services and will promptly discuss the changes to the Services, if any, required to comply with all laws. If a change to the Services is required for Contractor to comply with a change in the law, the change will be implemented at Contractor's sole expense and will not impact the fees paid by District under this Agreement. If a change to the Services is required for District or Contractor to comply with a change in laws, and such change will materially increase the cost to provide the Services, District will in its sole discretion and by written notice to Contractor either (i) direct Contractor to implement the required change to the Services, in which case District will pay any additional fees that may be determined to be payable under the change control procedures described in Section 12.4 of this Agreement, or (ii) terminate this Agreement, or any portion thereof, affected by the change in Law.

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d. If applicable, all public interfaces are required to be compliant with Section 508 of the Rehabilitation Act of 1973; W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

17.6 Facilities and Conditions

The facilities used by Contractor to provide the Services to LAUSD will comply with the following standards related to Contractor's work force and facilities:

a. Contractor shall not use forced or compulsory labor in any form, including prison, indentured, political, bonded or otherwise. Deposits or similar arrangements shall not be required as a condition of employment.

b. Contractor shall not use child labor in any facility providing Services to LAUSD.

c. Contractor shall not discriminate based on race, creed, sex, gender, marital or maternity status, religious or political beliefs, age or sexual orientation. Contractor decisions related to hiring, salary, benefits, advancement, termination or retirement shall be based solely on the ability of an individual to do the job.

d. Contractor management practices shall recognize the dignity of the individual employees, the rights of free association and collective bargaining, and the right to a work place free of harassment, abuse or corporal punishment.

e. Contractor shall provide each employee at least the legal minimum wage or the prevailing industry wage where the facility is located, whichever is higher. Contractor shall provide each employee a clear, written accounting for each wage period and shall not deduct from employee pay for performance or disciplinary issues.

f. Contractor shall provide employees with a safe and healthy workplace that does not expose employees to hazardous conditions. Contractor shall have written health, safety and environmental guidelines, including those applying to employee residential facilities, where applicable.

17.7 Warranty on Performance of Deliverables

a. For a period of one (1) year from the date of final acceptance of any Deliverable (including any Final Deliverable), such Deliverable (and for any Final Deliverable, the Final Deliverable and each System Deliverable therein) shall perform in accordance with all applicable Final Criteria and Documentation, and any other criteria agreed to by District and Contractor, in the computer hardware and/or software environments within which such System Deliverable or Final Deliverable was intended to operate at the time of installation; provided, however, that this warranty shall not apply to the extent that any Deliverable is modified by LAUSD or any third party without Contractor's written authorization.

b. In the event that any Deliverable or Final Deliverable fails to perform as set forth in Subsection 17.7(a), LAUSD shall notify Contractor of any defects and Contractor shall promptly correct any defects at no additional cost to District. Contractor shall correct or provide a reasonable workaround for any Substantive Errors LAUSD reports to Contractor within thirty (30) days of receipt of such notification.

c. Following the installation or receipt of any correction or reasonable workaround provided pursuant to Subsection 17.7(b) above, District shall have the longer of (i) the remaining warranty period set forth in Subsection 17.7(a) above or (ii) thirty (30) days to report to Contractor any Substantive Errors that have not been adequately cured or any new defects (including any new Substantive Errors) arising out of the correction or reasonable workaround. Contractor will then have an additional fifteen (15) days after receipt of such notification to correct or provide a reasonable workaround to any newly identified defects.

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d. In the event that Contractor is unable to correct or provide a reasonable workaround for any Substantive Error within the timeframes specified in Subsections 17.7(b) or 17.7(c), Contractor shall refund to District all fees paid for the Deliverable (or in the case of a Final Deliverable, for the Final Deliverable and each System Deliverable therein).

e. Contractor expressly acknowledges that the warranty set forth in this Section 17.7 shall apply regardless of any contrary provisions or disclaimer of warranties set forth in any Contractor or third-party license agreement, whether for Contractor Off-The-Shelf Software or otherwise.

17.8 Accuracy of Documentation

Except as may otherwise be required by this Agreement, all Documentation shall be complete and describe the applicable System Deliverable and components thereof accurately so as to enable a staff consisting of a reasonable number of information systems professionals with ordinary skills and experience to fully utilize the System Deliverable for all purposes for which it is being acquired by or intended for use by District. To the extent required by this Agreement, all Code Documentation shall be complete and describe the source code and all components thereof accurately so as to enable computer programmers of ordinary skill and experience who are knowledgeable of the subject matter to fully utilize the source code to understand, support, modify, and otherwise use the software to which it relates.

17.9 No Claims

Contractor represents that there is no action, suit, proceeding, or material claim or investigation pending or threatened against it 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 any Deliverable or restrict Contractor's ability to provide the Services or complete the transactions contemplated by this Agreement, or restrict District's right to use any Deliverable under this Agreement. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding. Contractor warrants that it will promptly notify District in writing in the event that it becomes aware of any such action, suit, proceeding, or material claim or investigation.

17.10 Third Party Warranties

To the extent that it is legally able to do so, Contractor will assign and transfer to District all warranties received from the supplier (other than Contractor) of any component of any System Deliverable. As applicable, suppliers may provide their own warranties directly to District.

17.11 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER CONTRACTOR NOR DISTRICT MAKES ANY REPRESENTATIONS OR WARRANTIES AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

17.12 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

SAMPLE

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.

18. INSURANCE

18.1 Certification

Contractor in executing this Agreement hereby certifies, pursuant to Section 1861 of the California Labor Code, as follows:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

18.2 Required Insurance Coverages

Contractor shall, at its sole cost and expense, maintain in full force and effect during the Term the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including 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 Services or Deliverables or any component or part thereof:

a. Except as set forth in subsection (e) below, Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
   i. $1,000,000 per occurrence
   ii. $ 100,000 fire damage
   iii. $ 5,000 medical expenses
   iv. $1,000,000 personal & advertising injury
   v. [Consider whether it is appropriate to require cybersecurity insurance given the Services to be performed]
   vi. $3,000,000 general aggregate
   vii. $3,000,000 products/completed operations aggregate

b. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence

c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws, as follows:
   i. Part A – Statutory Limits
   ii. Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

If Contractor is not subject to the California Workers' Compensation Insurance and Safety Act, then in lieu of the foregoing requirements, Contractor will complete, execute and deliver to LAUSD the Workers' Compensation Statement attached hereto as Schedule F.

d. Except as set forth in subsection (e) below, Errors & Omissions (Professional Liability) coverage, when applicable, with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate

e. If the Contractor Service Area is or includes Database Administration, Document Management, Network Project Management, Software Applications, Software Support, or Program and Project Management, that exceeds or is reasonably

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expected to exceed $500,000 in Charges, Contractor's Commercial Form General Liability Insurance limits will be $2,000,000 per occurrence under Section 18.2(a)(i) above and $5,000,000 general aggregate under Section 18.2(a)(v) above, and provided, further, that if the Contractor Service Area is or includes Program and Project Management that exceeds or is reasonably expected to exceed $1,000,000 in Charges, Contractor's Commercial Form General Liability Insurance limits will be $5,000,000 per occurrence under Section 18.2(a)(vi) above and $10,000,000 general aggregate under Section 18.2(a)(vi) above.

18.3 Evidence of Insurance

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a provision requiring thirty (30) days advance notice to District of cancellation or non-renewal. The policies of insurance required under this Article 18 shall name 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. Premiums on all insurance policies shall be paid by Contractor at no additional charge to District.

18.4 RESERVED

19. INDEMNIFICATION

19.1 Indemnification by Contractor

a. Contractor shall defend, indemnify and hold harmless District, its officers, directors, employees, agents, volunteers, and Affiliates and District's Board of Education from any and all damages, costs and expenses, including attorneys' fees, arising out of any third-party claims
   i. for damages for bodily injury (including death) or for damage to real property or tangible personal property resulting from, arising out of or otherwise related to Contractor's or Contractor Personnel's acts or omissions
   ii. related to any duties or obligations of Contractor owed to a third party
   iii. relating to a breach of the representations and warranties made by Contractor under this Agreement

b. In the event District receives a Public Records Act request for any Contractor documents marked "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY," Contractor agrees to defend, indemnify and hold harmless District, its officers, directors, employees, agents, volunteers, and Affiliates and District's Board of Education from any and all damages, costs and expenses, including attorneys' fees, in any action or liability resulting from such Public Records Act request or otherwise arising under the Public Records Act in connection with such request.

c. Contractor shall defend, indemnify and hold harmless District, its officers, directors, employees, agents, volunteers, and Affiliates and District's Board of Education from any and all damages, costs and expenses, including attorneys' fees, resulting from or arising out of a Security Incident or a breach by Contractor or any Contractor Personnel of Section 16.4 of this Agreement. Contractor will provide such assistance and provide such Services as are reasonably requested by LAUSD as a result of, or in the furtherance of any investigation of, any breach of security in the LAUSD information technology environment.

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19.2 Action on Claim of Infringement

a. If a third party claims that a Deliverable (or any component of a Deliverable) or any item used by Contractor to provide the Services infringes that party's patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, Contractor will defend District, its officers, directors, employees, agents, volunteers, and Affiliates and District's Board of Education from any and all damages, costs and expenses, including attorneys' fees, arising out of or related to that claim, and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that District: (i) notify Contractor in writing of the claim in accordance with Section 19.3; and (ii) allow Contractor to control, and reasonably cooperate with Contractor in, the defense and any related settlement negotiations, as further set forth in Section 19.3.

b. If a claim under Section 19.2(a) is made or appears likely to be made, or if any item used by Contractor to provide the Services becomes, or in Contractor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Contractor shall, at its option: (i) replace the same without additional charge, by compatible, functionally equivalent and non-infringing product(s); (ii) modify such Deliverable, or component or part thereof, to avoid the claim or infringement and retain materially similar functionality; or (iii) obtain license(s) for District to continue use of such Deliverable, or component or part thereof, at no additional cost to District. If Contractor determines that none of these alternatives is reasonably available, District agrees to return the Deliverable to Contractor on Contractor's written request, and Contractor will return all amounts paid under this Agreement (including taxes, freight, shipping and handling costs, and license fees) for the applicable Deliverable and for any and all other Deliverables, or components or parts thereof, affected by loss of the applicable Deliverable.

c. Contractor's liability under this Section 19.2 shall be subject to an equitable reduction (as determined by written agreement of the parties, or by the court adjudicating the claim) to the extent that any claim arising hereunder is based on (i) any information, design, specification, instruction, software, data, or material not furnished by or authorized in writing by Contractor, or (ii) the unauthorized alteration of a Deliverable or the combination of a Deliverable with any products or services not provided, performed or authorized in writing by Contractor.

19.3 Indemnification Procedures

a. Promptly after receipt by District of any written claim or notice of any action giving rise to a claim for indemnification under this Section 19, District shall so notify Contractor and shall provide copies of such claim or any documents notifying District of the action and shall provide Contractor, at Contractor's expense, with all reasonable assistance in connection therewith. No failure to so notify Contractor shall relieve Contractor of its obligations under this Agreement except to the extent that the failure or delay is prejudicial. Within thirty (30) calendar days following receipt of such written notice, but in any event no later than ten (10) working days before the deadline for any responsive pleading, Contractor shall notify District in writing (a "Notice of Assumption of Defense") if Contractor elects to assume control of the defense and settlement of such claim or action.

b. If Contractor timely delivers a Notice of Assumption of Defense, Contractor shall have sole control over the defense and settlement of such claim or action; provided, however, that (i) District shall be entitled to participate in the defense of such claim or action and to employ counsel at its own expense to assist in the handling of such claim or action, and (ii) Contractor shall notify District in writing if Contractor intends to enter into any settlement of such claim or action (other than a settlement solely for the payment of money that Contractor is obligated to pay

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under this Section, for which Contractor shall only be required to notify District upon entry into such settlement) and shall not enter into such settlement without District's prior written consent, which consent shall not be unreasonably withheld.

c. If Contractor does not timely deliver a Notice of Assumption of Defense, District may defend the claim or action in such a manner as it may deem appropriate, at Contractor's expense. Contractor shall promptly reimburse any and all costs and expenses of defense, including attorneys' fees, upon District's written request therefor.

d. Contractor will indemnify District against any losses (including attorneys' fees) incurred in connection with enforcement of this Article 19.

20. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Except as set forth below, Contractor's maximum liability to District arising out of this Agreement will not exceed the aggregate of: (a) any liability for loss of data or records of LAUSD under Section 16.5 above, or for reconstruction of LAUSD Data under Section 16.4 above; (b) payments required under Section 19.1 and 19.2 and Subsection 19.3(d) above; (c) damages for bodily injury (including death) and for damage to real property and tangible personal property; and (d) the amount of any other actual direct damages up to the greater of (i) the compensation and fees paid under the contract; (ii) the total dollar amount paid to Contractor by District under this Agreement (completed or in process) during the twelve (12) months prior to the date of the claim giving rise to damages hereunder; or (iii) if Contractor has provided Services under this Agreement for fewer than twelve (12) months prior to the date of the claim giving rise to damages hereunder, then twelve (12) times the median (or if Contractor has provided Services under this Agreement for fewer than three (3) months prior to the date of the claim giving rise to damages, then the average) monthly dollar amount paid to Contractor by District under this Agreement (completed or in process).

Notwithstanding anything to the contrary in this Agreement, this Section shall not apply to damages arising out of or relating to any of the following: (i) Contractor's gross negligence or willful misconduct; (ii) Contractor's breach of any confidentiality obligations; and (iii) Contractor's violations of law.

21. REMEDIES AND TERMINATION

21.1 Errors and Defects Escalation Procedures

If District notifies Contractor of any material failure in performance of Services or material failure of a System Deliverable to operate as warranted, Contractor, at its own expense, shall promptly analyze the description of the circumstances relating to such material failure. The initial determination of priority, as described below, shall be made solely by District in its reasonable discretion by reference to the priority levels described in this Section 21.1. Contractor's obligations under this Section 21.1 are in addition to Contractor's remediation obligations for Deliverables that are rejected under the terms of Section 7.2 or Section 7.3, and Contractor's obligations under this Section 21.1 may arise at any time, including before District provides written notice of acceptance of any Deliverable or Final Deliverable. Contractor shall respond to notice from the District under this Section as follows:

a. Priority 1

A "Priority 1" condition is any failure caused by a System Deliverable or Final Deliverable or by Contractor's performance of Services that renders LAUSD or any of its schools or other Affiliates' information technology systems inoperable or

SAMPLE

unavailable or that materially impairs a major function of a computer system or software in a manner that precludes all work from being done on a computer system or materially interferes with a business process. Nonexclusive examples include system crashes, database information corruption, and incorrect writing of critical fields. Priority 1 conditions are the highest in severity. Contractor shall begin working to provide a reasonable resolution for a Priority 1 condition as soon as practicable, but in any event within one (1) hour, and shall use commercially reasonable efforts on an around-the-clock (24x7x365) basis to resolve all Priority 1 conditions that are either reported to Contractor or that become apparent to Contractor even if not reported by LAUSD. Unless this Agreement specifies a different timeframe, failure to correct a Priority 1 condition within twenty-four (24) hours shall constitute a Service Level Default. In addition to any other rights or remedies District may have, this Agreement may specify Deliverable Credits or Service Level Credits for Contractor's failure to remedy a Priority 1 condition in a timely manner. If necessary, Contractor will dispatch a team to District's location to correct the problem.

b. Priority 2
Any condition that impairs one or more functions that a System Deliverable or Final Deliverable is warranted to perform or that results from Contractor's performance of the Services and impairs District's use of any aspect of its information technology environment, but that does not involve a Priority 1 condition and is not a Priority 3 condition, is a "Priority 2" condition. Nonexclusive examples include incorrect writing of non-critical fields. Priority 2 conditions are less severe than Priority 1 conditions. Contractor shall begin working to provide a reasonable resolution for a Priority 2 condition within four (4) hours, and shall use commercially reasonable efforts, taking into account the nature and severity of the condition, to timely resolve all Priority 2 conditions that are either reported to Contractor or that become apparent to Contractor even if not reported by LAUSD. Unless this Agreement specifies a different timeframe, failure to correct a Priority 2 condition within seven (7) days shall constitute a Service Level Default. In addition to any other rights or remedies District may have, this Agreement may specify Deliverable Credits or Service Level Credits for Contractor's failure to remedy a Priority 2 condition in a timely manner.

c. Priority 3
Any condition that constitutes a non-material defect or error in one or more functions that a System Deliverable or Final Deliverable is warranted to perform is a "Priority 3" condition. Nonexclusive examples include minor bugs and annoyances that do not corrupt data or render information technology systems, data, or applications unusable or inaccessible. Priority 3 conditions are the least severe. Contractor shall begin working to provide a reasonable resolution for a Priority 3 condition within forty-eight (48) hours and shall use commercially reasonable efforts to resolve all Priority 3 conditions that are either reported to Contractor within three (3) weeks of receipt of notice thereof.

d. Inability to Correct
If Contractor is unable to correct a Priority 1 condition within two (2) calendar days or a Priority 2 condition within ten (10) calendar days after the date Contractor is notified of the condition, District may, in its sole discretion, (i) withhold payment of any amount due under this Agreement until the condition is corrected; (ii) reject the System Deliverable or Final Deliverable or any part thereof or revoke acceptance thereof; (iii) immediately terminate, under Section 21.2 herein (but without any requirement of a 30-day cure period), this Agreement or any portion thereof, along

SAMPLE

with, in District's sole discretion; or (iv) exercise any other remedy available at law, in equity, by statute, under this Agreement or otherwise.

e. Remedies for Delay in Performing Critical Tasks
If any task identified in this Agreement as a "Critical Task" is not completed and or delivered on the date specified, District may (i) agree to extend the date upon which such task is to be completed and/or delivered, or (ii) provided that the delay was not materially caused by any fault of District, immediately terminate this Agreement under Section 21.2. To the extent that any delay is materially caused by any fault of the District, then District will make reasonable and appropriate adjustments to the due date for such a task, as determined in consultation with the Contractor, to account for this delay.

Accordingly, in the event that Contractor fails to perform a Critical Task on time and in the manner specified in this Agreement, and LAUSD has not caused the failure, LAUSD will be entitled to recover damages of $X for each day/week/month that the Critical Task remains unperformed, uncompleted, deficient or delayed. Contractor acknowledges that such damages are not intended as a penalty but are instead the parties' best approximation of District's actual damages resulting from Contractor's failure to perform the applicable Critical Tasks in a timely and compliant manner. Failure to complete and/or deliver a Critical Task on time and in accordance with the requirements set forth in this Agreement will be deemed a material breach of this Agreement.]

f. Nonexclusivity
Except as explicitly set forth in this Agreement, no remedy set forth in this Agreement for breach of this Agreement is intended to be exclusive of any other remedy. Each remedy for breach shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute or otherwise.

Without limitation to District's other rights under this Section 21, District may immediately suspend its duties of performance under this Agreement, in whole or in part, if Contractor fails to observe or perform any condition or material obligation in this Agreement or in a Work Order and fails to cure such default within ten (10) calendar days after District provides notice of the default.

21.2 Termination by LAUSD for Cause

a. LAUSD may, by giving written notice to Contractor, terminate this Agreement, or any part of this Agreement:
   i. for a material breach by Contractor that is not cured by Contractor within thirty (30) calendar days after LAUSD provides written notice of such breach
   ii. RESERVED
   iii. RESERVED
   iv. for Service Level Defaults that occur with respect to the same Service Level in three (3) consecutive months or in four (4) out of six (6) months in any period of six (6) consecutive months; or
   v. for a material breach of the terms of this Agreement by Contractor that is not cured by Contractor within thirty (30) calendar days after LAUSD provides written notice of such breach, or for numerous or repeated breaches of this Agreement (even if subsequently cured) that collectively constitute a material breach

b. LAUSD shall exercise its termination right hereunder by delivering to Contractor written notice of the breach or breaches under Subsection 21.2(a) giving rise to such termination right. Where Subsection 21.2(a) provides for a cure period, this Agreement will automatically and immediately terminate upon expiration of such

SAMPLE

cure period if the breach identified in LAUSD's notice has not been cured. If LAUSD chooses to terminate this Agreement in part, the Charges payable under this Agreement will be equitably adjusted to reflect those Services that are not terminated.

21.3 Termination by LAUSD for Convenience

a. LAUSD may terminate this Agreement for convenience and without cause at any time by giving Contractor written notice designating the termination date, which in no case will be less than thirty (30) calendar days after the date of such notice without Contractor's approval, and paying to Contractor either: (i) in the case where Services are charged on a time and materials basis, the unpaid Charges for Services performed by Contractor prior to the effective date of termination; or (ii) in the case of where Services are charged on a fixed-fee or milestone basis, (1) the unpaid Charges due for completed Deliverables (or portions thereof) accepted by LAUSD prior to the effective date of termination, and (2) unpaid Charges (based on the rates set forth in Schedule B) for Services performed by Contractor for Deliverables (or portions thereof) that are not completed or have not been accepted by LAUSD prior to the effective date of termination. Upon receipt of any termination notice from LAUSD hereunder, Contractor will immediately commence efforts to cease all affected Services, and will take all reasonable steps to minimize charges, fees or other costs that might be incurred by LAUSD after the date that LAUSD provides termination notice hereunder.

b. If LAUSD chooses to terminate this Agreement in part, the charges payable under this Agreement will be equitably adjusted to reflect those Services that are not terminated.

c. If a purported termination for cause by LAUSD under Section 21.2 is determined not to be a proper termination for cause, such termination shall be deemed a termination for convenience subject to this Section 21.3.

21.4 Termination by LAUSD for Non-Appropriation

If District is not appropriated adequate funds for or to continue this Agreement, District shall provide written notification to Contractor of non-appropriation of funds (a "Non-Appropriation Notice"). In such event, District will have no further liability hereunder except with respect to payment for Services rendered up to the date of Contractor's receipt of the Non-Appropriation Notice. This Agreement will terminate effective as of the date of the Non-Appropriation Notice, unless the Non-Appropriation Notice specifically provides otherwise.

21.5 Termination for Change of Control

In the event that Contractor undergoes a change in control where voting or other control of Contractor is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of Contractor's assets are acquired, by any entity, or Contractor are merged with or into another entity to form a new entity, then, at any time within nine (9) months after the last to occur of these events, LAUSD may terminate this Agreement by (a) giving Contractor ninety (90) calendar days' prior written notice and (b) designating a date upon which the termination(s) will be effective.

21.6 Termination for Insolvency

LAUSD may terminate this Agreement in its entirety if Contractor (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver

SAMPLE

or trustee for all or a substantial part of its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment.

21.7 Extension of Termination Effective Date

LAUSD may, at its option, upon thirty (30) calendar days prior notice, extend any termination date it has specified pursuant to this Article 21 one or more times. In such event, the Services shall be provided pursuant to and on the terms and conditions set forth in this Agreement and LAUSD shall compensate Contractor as specified in this Agreement.

21.8 Effect of Termination

Termination of this Agreement for any reason under this Section shall not affect (a) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (b) any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

21.9 Termination Assistance

If any this Agreement is terminated prior to completion, for a period of at least thirty (30) calendar days, Contractor, upon request, will provide to LAUSD or its designee termination assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to District or to another contracted provider. Contractor will make available to LAUSD such information as LAUSD may reasonably request for purposes of transferring the Services back into LAUSD or the purposes of procuring services similar to the Services from a third party.

21.10 RESERVED

22. MISCELLANEOUS

22.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement and the transactions it contemplates shall be governed by and decided in accordance with the laws of the State of California without regard to choice of law principles.

22.2 Jurisdiction and Venue

The parties hereby submit and consent to venue in and the exclusive jurisdiction of any state or federal courts located within the City of Los Angeles and irrevocably agree that all actions or proceedings relating to this Agreement and the Services provided hereunder shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court. Contractor waives any right to trial by jury and consents to be joined in any action or proceeding in which LAUSD is a defendant and for which Contractor is required to indemnify LAUSD pursuant to the provisions of this Agreement.

22.3 UCITA

To the maximum extent permitted under applicable law, this Agreement shall not be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted or as may be codified or amended from time to time by any jurisdiction.

22.4 Equitable Remedies

The parties agree that (a) in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights, or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy; and (b) if either party makes a good faith determination that a breach of this Agreement is such that the damages to the party

SAMPLE

resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy; then a party may seek immediate injunctive relief and such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

22.5 Interpretation

The parties are sophisticated and have been represented by counsel during the negotiation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

22.6 Binding Nature and Assignment

Contractor may not assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this shall be binding on the parties and their respective successors and permitted assigns.

22.7 Expenses

Except as expressly provided in this Agreement, each party shall pay its own fees and expenses (including the fees and expenses of its agents, representatives, attorneys and accountants) incurred in connection with the negotiation, drafting, execution, delivery and performance of this Agreement and the transactions it contemplates.

22.8 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by the parties in accordance with the terms hereof. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

22.9 Further Assurances; Consents and Approvals

Each party shall provide such further documents and instruments and take such other actions as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval of a party, such party shall act reasonably and in good faith and (unless this expressly allows exercise of a party's sole discretion) shall not unreasonably withhold or delay such action, consent or approval.

22.10 Publicity

All media releases, public announcements and other disclosures by Contractor relating to this Agreement, including promotional or marketing materials, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by LAUSD prior to release. Contractor may not use LAUSD's name or any of LAUSD's trade names, trademarks, service marks, slogans, logos or designs for any advertising, promotional or other purpose which is not necessary in Contractor's performance under this Agreement without the prior, written permission of LAUSD.

22.11 Severability

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

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22.12 Entire Agreement

This Agreement and all Schedules constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

22.13 Notices

Any notice, demand or other communication required or permitted to be given under this shall be in writing and shall be deemed delivered to a party (a) when delivered by hand or courier, (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or electronic mail or (c) three (3) calendar days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to specify by notice delivered in the foregoing manner):

If to Contractor, to the address set forth by Contractor's signature below, or such other address as the parties may mutually agree.

If to LAUSD:
Los Angeles Unified School District, Information Technology Division
333 S. Beaudry Avenue, 10th Floor
Los Angeles, CA 90017
Fax: (213) 241-8400
Attention: Chief Information Officer

With a Required Copy to:
Los Angeles Unified School District, Office of General Counsel
333 S. Beaudry Avenue, 20th Floor
Los Angeles CA 90017
Attention: Chief Business & Compliance Counsel

In addition, a copy of all questions and notices relating to contractual matters under this Agreement will be delivered electronically to the District Contract Administration Analyst, Ladell Nicole White at ladell.white@lausd.net (or to such other individual as District may designate in accordance with this section.

22.14 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including Article 11, Article 13, Section 14.4, Article 16, Article 17, Article 19, Article 20, Article 21 and Article 22, shall survive expiration or termination of this.

22.15 Independent Contractors

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 o 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

SAMPLE

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.

22.16 Third Party Beneficiaries

Except for third parties specifically entitled to indemnification under the terms of, and as set forth in, Article 19, nothing in this Agreement, express or implied, is intended to confer any rights, benefits, remedies, obligations or liabilities on any person (including any employees of the parties) other than the parties or their respective successors or permitted assigns.

22.17 Cumulative Remedies

Except as otherwise expressly provided in this Agreement, remedies provided for herein will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

22.18 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

22.19 Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this Agreement (other than a failure to pay money) where such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming party through the use of alternate sources, work-around plans or other means, and if that failure is caused, directly or indirectly, by flood, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party (each, a "Force Majeure Event"). The occurrence of a force majeure event suffered by another customer of Contractor that may require Contractor to allocate additional resources to service that customer shall not constitute a Force Majeure Event under this Agreement that excuses Contractor's performance hereunder or permits it to reallocate required resources away from the performance of this Agreement. If either party is delayed by a Force Majeure Event it shall promptly notify the other party by telephone and describe in reasonable detail the nature of the Force Majeure Event (to be confirmed in writing within five (5) calendar days after the inception of such delay). Any party claiming a Force Majeure Event hereunder shall: (a) use reasonable efforts to overcome the effects of the Force Majeure Event; (b) use reasonable efforts to mitigate any effects or consequences of such Force Majeure Event; and, (c) promptly notify the other party once the Force Majeure Event has ended or its effects have otherwise been remedied. If any Force Majeure Event results in a failure to deliver the Services for more than five (5) business days after District's initial receipt of notice, District may, upon notice to Contractor, terminate this Agreement without any liability to Contractor other than payment for Services rendered prior to the occurrence of the Force Majeure Event. District is not required to pay for those Services that are not performed because of an excused performance in a Force Majeure Event.

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23. WORK-BASED LEARNING PARTNERSHIP (WBLP)

Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on:

a. The veracity of the representations made by Contractor in Contractor's Proposal
b. The quality of Contractor's proposed staff and
c. The WBLP Plan included in Contractor's Proposal

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

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

a. Work with District Linked Learning office representatives to:
    i. Determine what aspects of the WBLP(s) will be implemented at what time,
    ii. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and
    iii. Otherwise refine and finalize the WBLP
b. Appropriately supervise WBLP participants when those participants are on a Contractor-controlled site or otherwise in the care and under the direction of Contractor as WBLP participants
c. Take reasonable precautions to keep WBLP participants out of harm's way
d. Comply with this Agreement's Equal Employment Opportunity requirements with respect to WBLP participants as though those participants were prospective Contractor employees
e. Refrain from using images of District WBLP participants or disclosing participant names or data without:
    i. The prior written consent of the District WBLP Program Administrator and
    ii. The written consent of those WBLP participants or their parents, as appropriate

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

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

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24. COLLABORATION, USER FEEDBACK AND USER EXPERIENCE SESSIONS

Contractor shall host meetings among Contractor, LAUSD and Software Publisher/ Manufacturer (if applicable), to foster collaboration, and to discuss user feedback and user experience observations. The goal of the sessions will be to ensure that there is a mechanism to share general ideas, concepts, know-how, methodologies, processes, technologies, algorithm or techniques for potential improvements and enhancements to the products and services. Any actual enhancements and improvements to the products and services resulting from these sessions during the term of the Agreement shall be included as part of the products licensing and/or subscription terms for the Agreement. The ownership and intellectual property rights of said actual enhancements and improvements to the products and services resulting from the sessions shall be subject to negotiation and execution of a separate intellectual property agreement between the parties that attended the sessions.

Additionally, Contractor may offer attendance to conferences, symposiums and/or training sessions regarding the products and services to the District at no additional costs. District may accept such no-cost offer at its own discretion, subject to and in accordance with applicable District policies and procedures.

Nothing contained in this Agreement shall restrict either party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the undocumented mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this Agreement, provided that in doing so such party does not (a) infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement or under agreements with third parties.

25. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS

Contractor shall comply with the “Provisions Required of Federally Funded Contracts,” attached hereto as Schedule H and made a part hereof.

26. DISPUTE RESOLUTION

26.1 Project Managers

All disputes, claims or controversies arising out of or relating to the validity, interpretation, performance, termination, breach, or threatened breach of this Agreement (collectively, “Disputes”) will initially be referred by the party raising the Dispute to Contractor’s Project Manager and a representative of the District having authority to resolve the dispute. If these individuals are unable through good faith discussions to resolve the Dispute within ten (10) business days after receiving written notice of the Dispute, the Dispute will be submitted to senior executives of each party in accordance with Subsection B of this section.

26.2 Senior Executives

If Contractor’s Project Manager and the District’s representative are unable to resolve the Dispute within ten (10) business days after receipt of notice thereof, the Dispute will be referred to the parties’ Senior Executives (as defined below) in accordance with this paragraph. Contractor’s Project Manager and the District’s representative each will, within ten (10) business days after referral, provide to both of the Senior Executives a written statement describing in detail the substance of the Dispute and the parties’ respective positions (the “Dispute Statement”), and supported by such documentation as may be appropriate to familiarize the Senior Executives with the issues. The Dispute Statements will not limit either party’s right to identify additional relevant issues at any time, or waive, prejudice or limit either party’s rights or remedies

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with respect to any issues. Dispute Statements will be provided without prejudice to the providing party for settlement purposes, and will not be admitted in evidence or otherwise used or referred to in litigation or arbitration. If the Senior Executives have not resolved the dispute within forty five (45) days after their first meeting (which need not be in person, and so will include any meeting by telephone or video conference), or such longer time as the Senior Executives may mutually agree in writing, then neither party will be obligated to continue to pursue the dispute resolution procedures set forth herein. The Senior Executives will be, for the District, the District's Chief Procurement Officer or his or her designee, and for Contractor the President or his or her designee (provided that such designee is a corporate officer of Contractor, elected by its board of directors, or a corporate officer of Contractor's parent company, elected by its board of directors). Either party may designate a new Senior Executive from time to time during the term of this Agreement by twenty (20) days' prior written notice to the other party.

26.3 Continued Access

The parties agree as follows with respect to any Dispute concerning any software provided by Contractor (including, without limitation, the Contractor Platform) or any component thereof, or any of the transactions arising out of or contemplated by this Agreement: during such Dispute or any proceeding to resolve such Dispute, pending final resolution thereof, (i) Contractor will not interfere with the access to or use by the District of the Deliverables and any software provided by Contractor (including, without limitation, the Contractor Platform), and (ii) the District will continue to make the payments for Services or Deliverables that are not the subject of the Dispute. In addition, the parties expressly agree that if any Dispute arises with respect to the performance of a party's obligations which would otherwise delay the schedule for either party's performance of any of its subsequent obligations, to the extent technically and operationally feasible, each party will proceed to the performance of such subsequent obligations according to the existing schedule as if such Dispute did not exist.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

DISTRICT	**CONTRACTOR**
Los Angeles Unified School District	**Company Name**
Los Angeles Unified School District Board of Education	
By _____ Director of Contract Administration Procurement Services Division	By _____
_____ Date	_____ Print Name
	_____ Title
	_____ Federal Tax ID
	_____ Date

End of Exhibit B

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SECTION III

Exhibit C

LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code Of Conduct
(Adopted: 12/00, Revisions: 11/02, 11/06)

Preamble

The Los Angeles Unified School District Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of the LAUSD 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 the LAUSD 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.

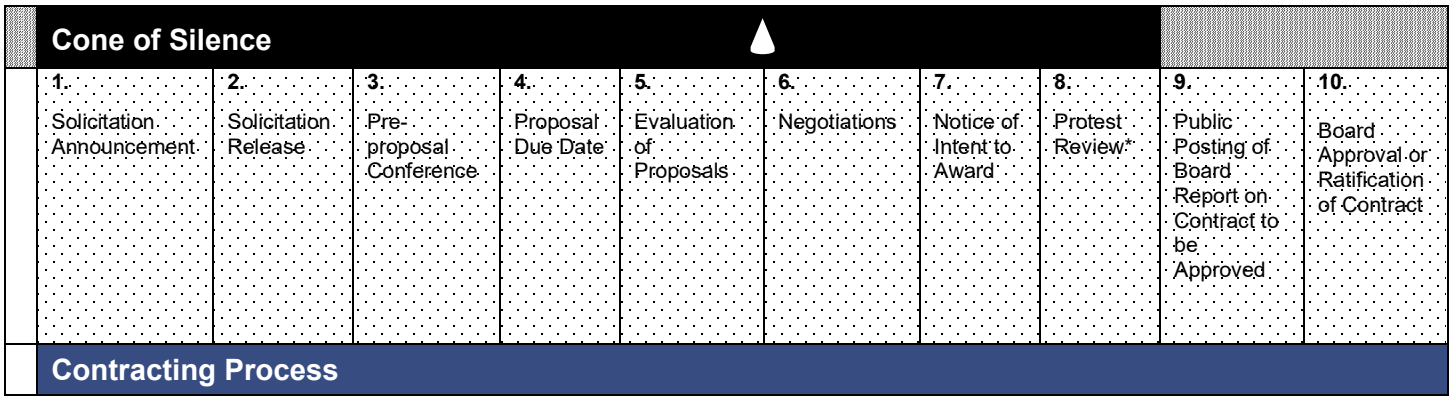
B. **Be a Responsible Bidder** – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.

   (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 the LAUSD Competitive Contracting Process (Illustrative Only)



⁛ *Lobbying in this period may require registration and disclosure in the LAUSD 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 designated negotiation team members

(v) protests which follow the process outlined by LAUSD protest policies and procedures; and

(vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to the LAUSD 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 the LAUSD 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.

<u>Examples of Managing Potential Conflicts</u>

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

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

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

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top

Talent until 12 months have passed from the date he received his last payment from the firm.

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

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

E. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.

F. **Promote Ethics Standards** – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on the LAUSD website (https://www.lausd.org/Page/3048).

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 the LAUSD Office of General Counsel.

(1) LAUSD Name and Marks – Contractors shall ensure that all statements, illustrations, or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.

(2) Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises, or materials developed for/or relating to LAUSD unless given written permission to do otherwise by the LAUSD Board of Education.

E. **Respect Gift Limits** – Contractors and their Representatives shall abide by LAUSD gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:

(1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.

(2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceeds the LAUSD allowable gift limit.

Example of Respecting Gift Limits

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

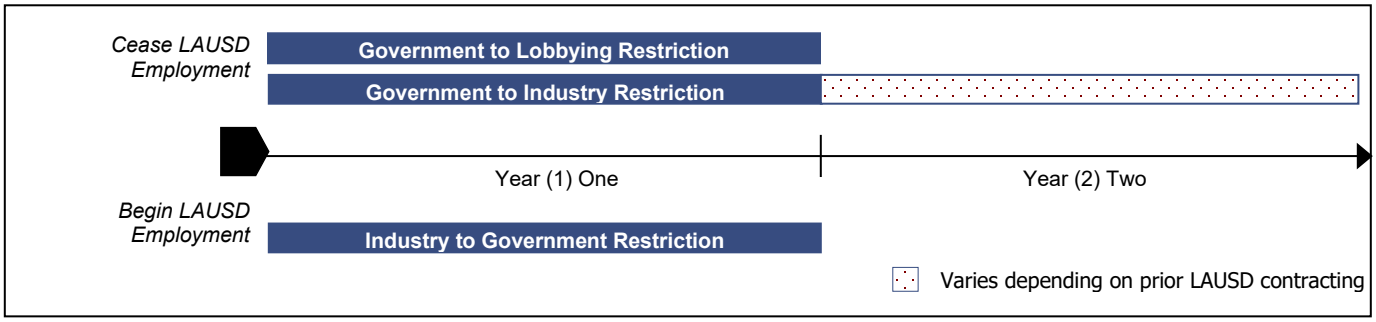
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero-tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over $50 in a year to LAUSD officials will create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

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

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

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

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



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

Example of Lobbying Restriction

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

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

(2) Government to Industry Restriction

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

Example of Insider Advantage Restriction

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

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 workload. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw the LAUSD 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 Advance*s *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, the LAUSD 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

(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)
- 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, the LAUSD 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 the *LAUSD Lobbying Disclosure Code* and register and fulfill the associated requirements if they meet the trigger(s). The LAUSD lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD 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 the LAUSD lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (https://www.lausd.org/ethics). Failure to comply with the LAUSD 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. 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 the *LAUSD 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 governmental decisions. 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 the LAUSD school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various school 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 the LAUSD 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 policies, including:*

(1) Providing any gifts at all to a procurement employee
(2) Providing any gifts in excess of the LAUSD 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 systems of control or to provide misleading information on any documents or records*

K. *Using LAUSD assets and resources for purposes which do not support LAUSD 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 the LAUSD 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 the LAUSD 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 the LAUSD 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. The LAUSD 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 decision-making can contact the LAUSD 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.

End of Exhibit C

SECTION III

Exhibit D

Lobbyist Registration

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

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

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: https://www.lausd.org/Page/3048 (click on "Lobbying Disclosure") or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

SECTION III

Exhibit E

Fraud Notification

FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL

The Inspector General of the Los Angeles Unified School District has statutory authority to audit and investigate persons and companies that do business with the District. Identified criminal acts including fraud, kickbacks, theft, and conspiracy are pursued to the greatest extent of the law, in conjunction with Federal, State, and Local law enforcement partner agencies.

Examples of offenses and corresponding maximum sentences are:

- *15 U.S.C. §1 Conspiracy to Restrain Trade - 10 years*
- *18 U.S.C. §1341 Mail Fraud - 20 years*
- *18 U.S.C. §1344 Bank Fraud - 30 years*
- *18 U.S.C. §1349 Conspiracy to Commit Wire Fraud - 20 years*
- *18 U.S.C. §1956 Money Laundering - 20 years*
- *California Penal Code §487 Grand Theft – 3 years*

Offenses carry potential fines of up to $1,000,000.

Call the OIG Hotline at **(213) 241-7700** or visit https://www.lausd.org/oig

Exhibit F

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Exhibit G

Addendum of Provisions Required for Federally Funded Contracts – FEMA Awards[3]

This addendum ("Addendum"), agreed to by both [INSERT CONTRACTOR NAME] ("Contractor") and the Los Angeles Unified School District ("District") (referred to jointly as "the Parties"), is effective as of the last date of signature by the Parties, below ("Effective Date").

The Parties agree that modifications to Contract No. ____, effective _____ (the "Agreement"), are necessary to ensure compliance with the laws, regulations, and/or policies affecting the District. This Addendum is made a part of and incorporated into the Agreement.

Unless otherwise specified herein, all terms provided in this Addendum shall apply. Should any terms and conditions of this Addendum, unless inapplicable as stated herein or as expressly stated in the Agreement or Addendum thereto, conflict with terms of the original Agreement or any subsequent Amendment, the terms and conditions of this Addendum shall govern.

Contractor acknowledges and agrees that should the District seek federal funds to pay for or reimburse expenses for equipment or services under that certain Agreement, the applicable clauses provided in Appendix II to Part 200-Uniform Administrative Requirements, Cost Principles, and Audits Requirements for Federal Awards (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 in addition to certain contract clauses recommended by FEMA shall apply to the Agreement. A list of the required contract provisions and their applicability are provided in Exhibit A, which is attached hereto and incorporated herein. Contractor and the District agree to the following terms and conditions:

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

[3] Created 2/2025, based on guidance provided in *Contract Provisions Guide: Navigating Contract Provisions for Recipient and Subrecipient Contracts Under FEMA Awards*, Version 2, Effective October 1, 2024 (FI-21-0001), Procurement Under Grants Division, Federal Emergency Management Agency (FEMA), Department of Homeland Security. https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_fy24.pdf

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DAVIS-BACON ACT

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. *Overtime requirements*. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II (F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreement Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. CLEAN AIR ACT AND THE 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 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. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

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 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. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION

Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify 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 and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the District. If it is later determined that 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.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification as shown on Exhibit B to this Addendum. 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.

9. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, 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 comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or 56 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216)

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

1. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to: i. Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

11. DOMESTIC PREFERENCE FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

12. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

13. 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 this contract 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 as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

15. 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.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. 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 this contract.

18. SOCIOECONOMIC CONTRACTING

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible and in accordance with applicable law.

19. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

If applicable, the Contractor grants to the District, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the District or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the District data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the District.

20. PROVIDING GOOD, SAFE JOBS TO WORKERS

Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable

21. BUY CLEAN

The District encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the District encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

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

Signed:	**Signed:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Exhibit G (1)

#	Provision	Contract Criteria	Required/Applicability
1.	Equal Employment Opportunity	Construction work	Yes, exact language required. 41 CFR Part 60-1.4(b)
2.	Davis Bacon Act	Construction work	**Not required for PA or HGMP grants**
3.	Copeland Anti-Kickback Act	Construction work > $2k	**Not required for PA or HGMP grants**
4.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes, 29 CFR 5.5(b)
5.	Rights to inventions made under a contract or agreement	Funding agreement	**Not required for PA or HGMP grants**
6.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
7.	Debarment and Suspension	All (>$25k)	Yes
8.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes, Exact language and certification (certification required for contracts exceeding $100,000)
9.	Prohibition on Contracting for Covered Telecommunications Equipment or Services	Contracts and subcontracts under FEMA declaration or grant award issued on or after November 12, 2020	Yes
10.	Domestic Preferences for Procurements	Contracts under FEMA declaration or grant award issued on or after November 12, 2020	Yes
11.	Build America, Buy America Act (BABAA)	Infrastructure projects under applicable grant awards issued on or after January 2, 2023	**Not applicable for PA or HGMP grants**
12.	Procurement of Recovered Materials	All	Yes
13.	Access to Records	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
14.	DHS Seal, Logo, and Flags	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
15.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
16.	No Obligation by Federal Government	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
17.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
18.	Socioeconomic Contracting	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
19.	Copyright	All contracts that may involve creation of copyrightable material	Recommended by FEMA and deemed incorporated to contracts that involve creation of copyrightable material, unless otherwise stated in the Agreement or amendment thereto
20.	Providing Good, Safe Jobs to Workers	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto
21.	Buy Clean	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto

Exhibit G (2)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

End of Exhibit G

Exhibit H

DATA USE AGREEMENT
BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

[CONTRACTOR NAME]

FOR

THE DISCLOSURE OF EDUCATION RECORDS

1. PARTIES

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

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

2. PURPOSE

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

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

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

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

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

3. PROCESS FOR DATA TRANSFER

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

4. DISTRICT DUTIES

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

4.2 The District will provide the following student data to the Contractor:
[CONTRACTOR TO INSERT LIST OF EACH DATA ELEMENT BEING REQUESTED]

5. CONTRACTOR DUTIES

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

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

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

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

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

5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;

5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

5.2 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 section 22584 and District policy as follows:

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

5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR §164.304.

5.2.3 Contractor shall delete a student's covered information upon request of the District.

5.2.4 District Data will not be stored outside the United States without prior written consent from the District.

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

5.4 If Contractor will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with California Education Code section 49073.1 pertain:

5.4.1 The pupil records continue to be the property of and under the control of the District;

5.4.2 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.

5.4.3 In order for a parent, legal guardian or eligible pupil to review personally identifiable information in the pupil's records and correct erroneous information, Contractor shall:
[CONTRACTOR TO INSERT DESCRIPTION]

5.4.4 Contractor shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records: **[CONTRACTOR TO INSERT DESCRIPTION]**

5.4.5 Contractor shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:
[CONTRACTOR TO INSERT DESCRIPTION]

5.4.6 Contractor certifies that it will not retain the pupil records upon completion of the services. Contractor will take the following actions to enforce this certification: **[CONTRACTOR TO INSERT DESCRIPTION]**

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

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

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

5.5 **Additional Contractor Duties Pertaining to Protected Information**

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

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

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

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

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

5.5.6 Contractor acknowledges and agrees that pupil record information protected by the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. Section 1232g) may only be used in accordance with the terms and conditions of this Agreement and may not be re-released or otherwise redisclosed without the consent of parent(s)/guardian(s) or eligible pupil(s). Contractor understands and agrees that Contractor shall not permit any other party to have access to such information without the written consent of each pupil's parent/guardian or

eligible pupil as well as prior notice to the District. Contractor further acknowledges and agrees that failure to comply with this requirement shall constitute a breach of this Agreement and will result in available penalties under the law, including but not limited to liquidated damages, third party beneficiary rights for parties injured by the breach, and/or the prohibition against Contractor having access to personally identifiable information from education records from the District for a period of time determined in the sole discretion of the District. The Contractor further agrees that pupil record information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Contractor agrees to waive any requirement for the securing or posting of any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

6. AUTHORIZATION FOR TRANSFER OF DATA.

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

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

7. TERM

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

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

8. NOTICES

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

8.2 Notices shall be delivered to the following:

DISTRICT:	CONTRACTOR:
Attention: Executive Director	Attention: Name, Title
Office of Data and Accountability	Company
333 South Beaudry Avenue, 16th Floor	Address
Los Angeles, CA 90017	City, State, Zip
(213) 241-2460	Phone

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
(Signature)

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

CONTRACTOR

By: _____ Date: _____
(Signature)

Name, Title/Position: _____

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

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

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

1. Definitions.

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

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

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

3. Re-Disclosure.

*3.1. **Consent Required.** Recipient will only disclose Student Record Information to its employees having a need to know in connection with their Project responsibilities, and will not disclose any Student Record Information to any third party without first obtaining written consent to the disclosure from each Consenting Party for whom Student Record Information will be disclosed. Recipient will promptly provide the District with copies of any and all written consents that the Recipient obtains under this paragraph.*

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

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

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

4. Pre-Publication Review. Upon notice, District may request and Recipient agrees to timely provide, prior to publication or re-publication, access to any report, memorandum, article, thesis or any other writing that includes Student Record Information provided under this Agreement and links District to any outcome or enables District to be linked to any outcome. District reserves the right to withdraw consent to the publication of any such writing if the District determines that the privacy rights of its students are jeopardized or such writing contains statements that the District considers unacceptable for publication due to, but not limited to, sampling error, flaws in analysis, or misrepresentation of findings.

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

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

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

8. Disclaimer. The Student Record Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance upon, any Student Record Information.

9. Remedies.

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

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

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

11. Required Notice. Recipient shall notify the District immediately upon discovery of any unauthorized use or disclosure of Student Record Information, and will cooperate with the District in every reasonable way to assist the District in regaining possession of the Student Record Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

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

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

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

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

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

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

RECIPIENT	**THE DISTRICT**
_____ Recipient Name	Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017
[ADDRESS] Recipient Address	
_____ Signature	_____ Signature
_____ Print Name	Dr. Kevon Tucker-Seeley Print Name
_____ Title	Director, Office of Data & Accountability Title
_____ Date	_____ Date

DATA USE AGREEMENT ATTACHMENT B:

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

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

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

1. What kind of information is being requested?

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

"Confidential Student Information"

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

"Directory Information"

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

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

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

3. Who is requesting access to student records?

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

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

Requests from Parents and Students

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

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

Requests from District Employees and Representatives

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

Requests from Government Representatives

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

Requests from Third Parties

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

- Officials at private schools and in other school systems where a student intends or seeks to enroll;
- Agencies or organizations requesting information in connection with a student's application for, or receipt of, financial aid (but only as may be necessary to determine the student's eligibility for financial aid, the amount of the financial aid, the conditions that will be imposed in connection with the financial aid, or to enforce the conditions of the financial aid); and
- County elections officials, only for the purpose of identifying students who are eligible to vote and conducting programs offering students the opportunity to register to vote.

Among third parties with whom the District will share Confidential Student Information without consent are vendors who are either performing services normally performed by District employees or are conducting studies to improve instruction. In these cases the District will enter into a Data Use Agreement with such vendors. Examples of such Data Use Agreements are provided in Attachments A-3 and A-4. The District may provide aggregate and statistical data to third parties

where such data is not personally identifiable to any individual student. Under FERPA, the definition of personally identifiable information includes "any set of facts that makes a student's identity easily discernable." Therefore, the demographic break down of the student population from which the data is extracted and the size of the pool of students used for such data analysis must be taken into consideration and care must be taken so that it is not easy to discern any individual student's identity. Further, no information that could be used to identify a student, such as student identification number, address, telephone number or social security number may be included.

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

Requests from Military Recruiters

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

4. **Has the proper written consent been obtained?**
   "Consent" under this policy means written consent, which must come either from a student's parent or an adult student, as applicable. Consent must be obtained on the District's standard form for consenting to the disclosure of Confidential Student Information, and all blanks on the form must be fully and accurately completed before any information may be released. Any consent to disclose Confidential Student Information (which includes Directory Information for those students whose file includes a written request to withhold Directory Information) must specify the student records to be released, identify the party or class of parties to whom the records may be released, and be permanently kept within the student's cumulative file. A copy of the District's consent form is attached to this policy (Attachment A-1).

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

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

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

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

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

DATA USE AGREEMENT ATTACHMENT C:

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

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

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

1. What is HIPAA?

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

2. Why does HIPAA apply to the District?

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

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

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

4. How must protected health information be kept confidential?

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

5. When may protected health information be disclosed?

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

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

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

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

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

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

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

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

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

is from a federal or state agency or court of law you must send the request to the Office of the General Counsel immediately.]

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

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

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

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

9. Where can I go for further information?

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

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

DATA USE AGREEMENT ATTACHMENT D:

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

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

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

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

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

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

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

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

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

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

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

A. Service Information (Employee Relations Department)

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

B. Salary Allocation Information (Salary Allocation Unit)

1. Application for Experience Credit
2. Application for Salary Point Credit
3. District in-service class forms
4. Official transcripts used for salary
5. Record of point credit for university and non-accredited institution work
6. Routine correspondence
7. Supplemental claims
8. Verification of previous experience

C. Employee Relations Information (Employee Relations Department) Materials are released only to the Superintendent or his/her designated representative; they are not released to the examination committees, school principals, or supervisors.
   1. Court records, conviction statements and related correspondence
   2. Derogatory correspondence from inside and outside the District (subject to Education Code 44301)
   3. Complaints and files under Board Rule 133
   4. Medical appeal correspondence
   5. Correspondence, including letters of reprimand
   6. Subpoenas
   7. * Arrest statements, police reports and fingerprints reports

D. Health Information (Coordinator, Employee Health)
   1. Correspondence
   2. Medical health record
   3. Medical reports
   4. Dependents' Information

E. Supervisor's Information (Your Supervisor)
   1. Evaluations and Performance Expectations
   2. Records relating to performance expectations
   3. Derogatory correspondence from inside and outside the District (subject to Education Code 44031)

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

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

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

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

End of Exhibit H

SECTION IV

Appendices

Proposers responding to this RFP shall complete Appendix A and B, in accordance with the Technical Evaluation Criteria.

- Appendix A – Records Request Form for the Division of Special Education
- Appendix B – Requirements Checklist (Excel)