

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into as of June 5, 2013 between

**Dr. Bria Enterprises, LLC**  
1810 N. Malcolm Avenue, Suite 303  
Los Angeles, CA 90025

Attention: Dr. Bria Jones, PMP

hereinafter referred to as the “Contractor,” and

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

hereinafter referred to as the “District.”

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

- 1. PERIOD OF AGREEMENT shall be from July 1, 2013 through June 30, 2014 with two 1-year options.

<b>PERIOD</b>	<b>DATES</b>	<b>AMOUNT</b>
Initial Period	July 1, 2013 to June 30, 2014	\$280,800.00
Option Year 1	July 1, 2014 to June 30, 2015	\$280,800.00
Option Year 2	July 1, 2015 to June 30, 2016	No Cost
	<b>TOTAL</b>	<b>\$561,600.00</b>

- 2. DUTIES OF THE CONTRACTOR shall be to provide services in accordance with EXHIBIT A, which is attached hereto and made a part hereof.

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

- 3. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
- 4. STAFFING Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Contractor certifies that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and

that such personnel shall provide evidence of freedom from tuberculosis within six (6) months of starting service at the school site.

Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff and/or trainees providing services under this Agreement.

District shall have the right to accept or reject the assignment of any Contractor personnel. District shall have the right to remove any Contractor personnel from District premises and to preclude any Contractor personnel from performing services under this Agreement. Contractor shall immediately comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

5. INDEPENDENT CONTRACTOR While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which the District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify the District for all costs and any penalties arising from audits by State and/or Federal tax entities related to services provided by Contractor's employees and agents under this Agreement.
6. CONTRACT VALUE The District shall pay the Contractor on a Fixed Price basis with a not-to-exceed amount of \$280,800.00 in accordance with EXHIBIT A, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the Director or his/her designee. The District will process payment within 45 days of receipt of invoice(s), which meet the requirements of this Section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and/or the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.

Expenses shall be itemized and documented when invoiced. Out-of-town travel and per diem shall be directed in writing in advance by the Sponsor and may include necessary airfare (coach class) or mileage, reasonable lodging, transportation and meal expense. Airfare, meals, lodging and other covered expenses shall be documented with receipts. District guidelines of reasonable costs of travel and per diem expenses are as follows:

- Airfare (coach class)
- Mileage at the federal rate
- Reasonable lodging not to exceed \$110.00 per day
- Meal expenses not to exceed \$50.00 per day

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 vendor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two (2) Copies to:  
Los Angeles Unified School District  
Accounts Payable Branch  
333 S. Beaudry Ave., 27th Floor  
Los Angeles, CA 90017

Mail One (1) Copy of Invoice(s) to:  
Los Angeles Unified School District  
Information Technology Division  
333 S. Beaudry Avenue, 11th Floor  
Los Angeles, CA 90017  
ATTN: Marvin Cruz, Deputy CIO

7. RIGHTS TO REPORTS The rights to any report, evaluation and/or other material developed by the Contractor in connection with this Agreement shall belong to the District.
8. CONFLICT OF INTEREST Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Contractor warrants that it has not directly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or noncash gratuity or payment with view toward securing any business from the District or influencing such person with respect to this Agreement. Any breach of this warranty shall be a material breach of each and every contract between the District and Contractor.

As a condition to the Agreement, Contractor agrees to fully comply with the Los Angeles Unified School District's "Contractor Code of Conduct," which is attached hereto as EXHIBIT B and made a part hereof.

Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

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

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the

District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or if the Agreement is terminated in whole or in part until three (3) years after final agreement close-out. The District's rights under this Section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

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

## 10. CONFIDENTIALITY

10.1 This Agreement, all communications and information obtained by Contractor from the District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of the District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matter, whether as required by law or otherwise, Contractor shall inform the District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without the District's written prior consent.

10.2 At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from the District. Upon the District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

10.3 Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to the District.

10.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information, which relates to this Agreement without the prior written approval of the District.

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

11. EVALUATION The Contractor acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District's Research and Planning Division or any other District offices or schools and understands that the results of the evaluation may be made available to the Contractor, other schools and offices within the District, and other school districts and agencies upon

request. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

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

13. TERMINATION FOR CONVENIENCE

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

- i. immediately discontinue all services affected (unless the notice directs otherwise) and
- ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

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

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

14. TERMINATION FOR DEFAULT

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

- i. immediately discontinue all services affected (unless the notice directs otherwise) and
- ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

- 14.2 If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum, which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.
- 14.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior Section, Termination for Convenience.
- 14.4 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
15. ASSIGNMENTS Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.
16. GOVERNING LAW The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
17. ENTIRE AGREEMENT/AMENDMENT This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

The complete Agreement between these parties includes (1) this "Agreement for Professional Services, #1400047" (2) Exhibit A listing and/or describing Contractor's services and related materials and corresponding prices hereunder, and (3) any other exhibits identified in this Agreement. Any of these documents shall be interpreted to include all provisions of the other included documents as though fully set out therein. In the event of any inconsistency between the documents that constitute this Agreement, the following order of precedence shall apply: (1), (2), and (3).

18. SEVERABILITY If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.
19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD

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

By signing this Agreement, the Contractor certifies that:

- (A) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

## 20. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

### 20.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws and regulations during its performance of all work contemplated by EXHIBIT A to this Agreement (“Work”). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable Federal, State, and local laws and regulations.

### 20.2 Noninfringement

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

### 20.3 Authority

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

### 20.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against 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 the Work or restrict Contractor’s ability to complete the transactions contemplated by this Agreement, or

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

21. DISTRICT DATA Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by the District for use by Contractor under this Agreement shall remain the sole property of the District and will be held in confidence in accordance with [Section 10](#) of this Agreement.

## 22. INDEMNIFICATION

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

### 22.1 General Indemnity

- A. Contractor shall indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

### 22.2 Proprietary Rights Indemnity

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

### 22.3 Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed 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 Work of any component or part thereof:



- A. Commercial Form 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.
- 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

- D. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits:

\$1,000,000 per occurrence/\$1,000,000 aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the 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 and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

24. **FINGERPRINTING**

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

- A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

- B. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
  - C. Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
  - D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.
  - E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.
25. **BUDGET REDUCTIONS** In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the District may either (a) terminate the Contract, without further liability to the District, or (b) propose an amendment to the Contract for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks, the District shall have the option to suspend performance of the Contract and suspend payments to the Contractor until the Board of Education rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Contract for Work performed through the date of termination, amendment, or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

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

**-DISTRICT-**

**-CONTRACTOR-**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**DR. BRIA ENTERPRISES, LLC**

BY LOS ANGELES UNIFIED SCHOOL  
DISTRICT BOARD OF EDUCATION

BY *[Signature]*

*Bria Jones*  
(PRINT NAME)

TITLE *President*

*EDT*  
*For*  
BY *Hugh C. Tucker*  
Yvette Merriman-Garrett  
Interim Director of Procurement Services,

Fed. I.D. #: *45-5398759*

Dated *6/21/13*

Dated: *6/20/13*

Hugh Tucker  
Director of Contract Administration

**Information Technology Division**  
**AGREEMENT #1400047**

## EXHIBIT A

### STATEMENT OF WORK

#### **1.0 SCOPE**

Provide Project Manager for the ISIS initiative, particularly in terms of completing development and implementation of a student information system for all K-12 schools.

#### **2.0 PERFORMANCE REQUIREMENTS**

The Contractor's proposed "Project Manager" shall possess the necessary skills and perform the following services:

##### **A. PROJECT MANAGEMENT**

1. Provide day-to-day project direction and management of ISIS project members
2. Develop and manage project plan and schedule
3. Create, communicate and assess project plan, deliverables, reports and milestones
4. Re-baseline project budget
5. Analyze, evaluate and re-organize, if necessary, structure of the ISIS team
6. Review and evaluate alternative SIS products and make recommendations for change to upper management
7. Manage issue resolution and risk management processes
8. Identify, communicate, resolve, and escalate issues, as appropriate
9. Provide the communications conduit between ITD Personnel, ITD Senior Management, Project Team members and various branches of the District
10. Manage all phases of the ISIS project
11. Communicate project status, issues, risks, and needs of the project, both in writing and verbally.
12. Conduct weekly project status meetings and provide weekly status report.
13. Project close-out and documentation.
14. Complete Conference Room Pilot (CRP) sessions for LAUSD MAX and alternate products

**EXHIBIT A**

**STATEMENT OF WORK**

**2.0 PERFORMANCE REQUIREMENTS**

**A. PROJECT MANAGEMENT - continued**

15. Coordinate activities related to Welligent system enhancement.
16. Monitor and report progress of the project via meetings, Board, and executive briefings and etc.
17. Maintain and manage project schedule and deliverables and keep the project under schedule.
18. Other related duties as mutually agreed upon, and assigned.

**B. MEETINGS**

The Contractor shall meet periodically with LAUSD to discuss the status of the student information system. These meetings shall include, but not be limited to:

1. Monthly and Annual Meeting with ITD Senior Staff and Management Team
2. Weekly status meeting with project team
3. Attend Executive briefings and/or Board Meetings

**C. DELIVERABLES**

The Contractor shall provide the District with daily, monthly, quarterly and annual reports as requested by the District including but are not limited to:

1. Board reports and briefings
2. Responses to questions from the Board and/or various committees
3. Prepare various reports such as project plans, risk plans, risk mitigation plans, communication plans, project performance metrics, detail issue logs, and etc.
4. Provide monthly status reports to the IT PMO
5. Provide on-going quality assurance on project deliverables

**D. OTHERS**

A performance review will be conducted by the District to ensure services are performed satisfactorily by the contractor. Contractor will be notified by the District of their performance. If the review is unsatisfactory, the contractor will be required to submit a corrective action plan to address the deficiencies. If the performance is not improved, the contract will not be renewed and the option years will not be exercised.

**EXHIBIT A**

**STATEMENT OF WORK**

1. Period of Agreement: July 1, 2013 through June 30, 2014 with two 1-year options.
2. The District shall pay the Contractor an amount of \$120.00 per hour at no more than 45 hours per week and a total of 2,340 hours per year. The first year maximum contract amount shall be \$280,800.
3. The District may authorize the Contractor to work in excess of 45 hours per week on a limited basis. Any such approval, for each occurrence, shall be granted by the Deputy Chief Information Officer and/or his designee. The approval granted shall not constitute authorization to exceed the total of 2,340 hours per year.
4. The District may elect to extend the contract for the first option year from July 1, 2014 through June 30, 2015 to complete project milestones for the same hourly rate of \$120.00 per hour at no more than 45 hours per week and a total of 2,340 hours per year. The option year contract amount shall be \$280,800 and increases the not-to-exceed contract amount to \$561,600.
5. The District may elect to extend the contract at No Cost for the second option year from July 1, 2015 through June 30, 2016 only if a) unforeseen circumstances require extending the project deadline, and b) sufficient capacity exists to make payments.

**PAYMENT SCHEDULE**

Resource	Role	Period	Hourly Rate	Total Authorized Hours	Extended Cost
Dr. Bria Jones, PMP	Senior IT Project Manager	07/01/13 to 06/30/14	\$120.00	2,340	\$280,800.00
		07/01/14 to 06/30/15	\$120.00	2,340	\$280,800.00
		07/01/15 to 06/30/16	No Cost	No Cost	\$0.00
				<b>Not-To-Exceed Amount</b>	<b>\$561,600.00</b>

**END OF STATEMENT OF WORK**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Contractor Code of Conduct**  
*(excerpted version)*

PROCLAIMER: Please note this is only a high-level excerpt of LAUSD's Contractor Code of Conduct. Each and every LAUSD Contractor is solely responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in the complete Code which can be obtained from the Procurement Services Group, the Facilities Contract Branch or from the LAUSD Ethics Office website: [www.lausd.net/ethics](http://www.lausd.net/ethics).

**Preamble**

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

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

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

**Prohibited Activities**

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

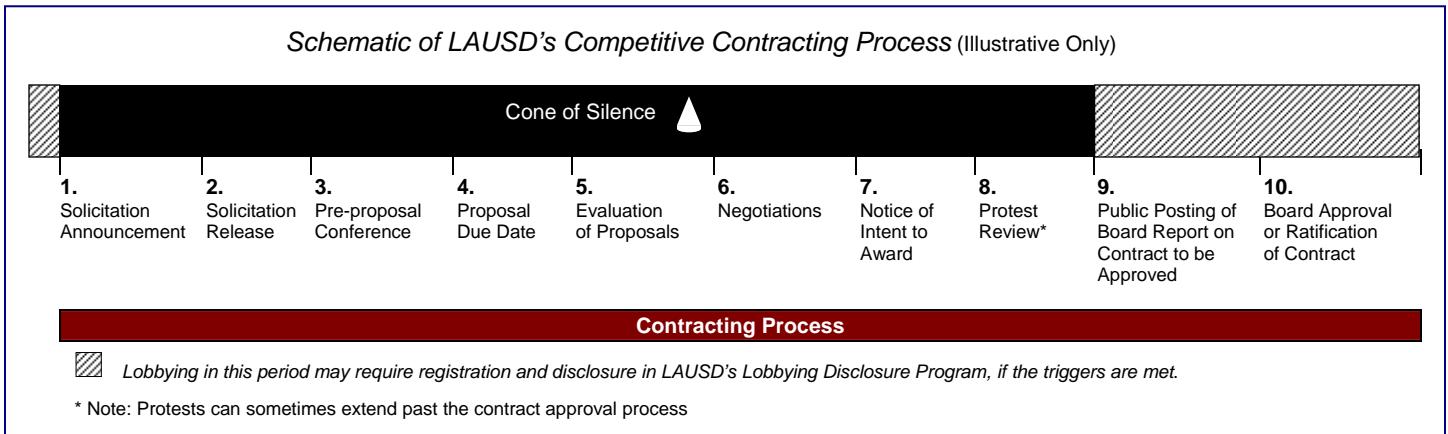
**GENERAL PROHIBITIONS**

- 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*
- A. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- B. *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*
- C. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- D. *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*
- E. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- F. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
  - (1) *Providing any gifts at all to a procurement employee;*
  - (2) *Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and*
  - (3) *Providing gifts without the necessary public disclosure when disclosure is required*
- G. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- H. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- I. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*

- J. *Using LAUSD assets and resources for purposes which do not support LAUSD’s work*
- K. *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*
- L. *Violating or counseling any person to violate any provisions of LAUSD’s Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

**CONTRACTING PROHIBITIONS**

- M. *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.
- N. *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 does 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 propose 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.

**Ready to learn more? Check out additional contractor resources and the online contractor quiz on: [www.lausd.net/ethics](http://www.lausd.net/ethics),**

**Ask LAUSD Ethics Office: (213) 241-3330**