

LOS ANGELES UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on June 20, 2016, between

RESOURCE DEVELOPMENT ASSOCIATES
230 4th Street
Oakland, CA 94607

hereinafter referred to as the “Contractor,” and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the “District” or “LAUSD.”

WHEREAS, the District is authorized by Government Code 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. This Agreement shall be from July 1, 2016 through June 30, 2021.
2. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved or ratified by the Board of Education of the Los Angeles Unified School District (“Board of Education”), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval or ratification has been obtained.
3. DUTIES OF THE CONTRACTOR. shall be to provide services in accordance with **Exhibit A, Statement of Work/Price Schedule**, which is attached hereto and made a part hereof.

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

4. RESERVED.
5. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers’ compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to

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

6. CONTRACT FEE AND FEE TRACKING

- 6.1. This is a zero-dollar based contract. The District makes no representation that any minimum amount of Services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee any minimum numbers of Orders for Services (sample form attached as Exhibit C) under this Agreement. Further, the District does NOT represent or guarantee any minimum dollar amount of Orders for Services under this Agreement.
- 6.2. District Payment on Orders for Services shall be contingent upon acceptance of the Services and approval of the corresponding invoice(s) by the appropriate District Administrator or designee. Additional payment-related documentation shall be furnished by Contractor to the District upon request.
- 6.3. To the extent any Order for Services are placed hereunder, Contractor is not entitled to receive payment in the aggregate that exceeds \$2.5 million.
- 6.4. Invoices must (a) reference this Agreement number and 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.

Mail Original Invoice 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)
Los Angeles Unified School District
School name/Office
School /Office Address
Los Angeles, CA
Attention: _____, Principal/Administrator

- 7. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.
- 8. CONFLICT OF INTEREST. Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as Exhibit B and made apart hereof, pertaining to conflict of interest. Contractor certifies on behalf of any Representatives as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be

subcontracted in connection with this Agreement, or employed by the Contractor.

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

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

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

9. AUDIT AND INSPECTION OF RECORDS. 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 this Agreement.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, microphotographs 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 the 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 District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.
- 10.2. At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.
- 10.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such 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 District.
- 10.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.
- 10.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

10.6. Data Privacy

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 District policy as follows:

- 10.6.1. 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 a student's personally identifiable information ("PII") or other non-public information (e.g., metadata) to amass a profile about a

District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.

10.6.2. 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].

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

11. EVALUATION. The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under Government Code §6520, et seq.. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

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

13. NON-DISCRIMINATION. The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in Penal Code §422.5, Education Code §220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.

14. TERMINATION FOR CONVENIENCE

14.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, or any Order for Services issued pursuant to this Agreement for the District's convenience. Upon receipt of such notice, the Contractor

shall:

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

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

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

15. TERMINATION FOR DEFAULT

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

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

15.2. If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess

so due.

- 15.3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.
- 15.4. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
16. ASSIGNMENTS. Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.
17. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
18. ENTIRE AGREEMENT/AMENDMENT. This Agreement, all exhibits to this Agreement, the RFP and Proposal constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.
19. ORDER OF PRECEDENCE. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit B District Contractor Code of Conduct; (3) Exhibit A, Statement of Work/Payment Schedule; (5) Request for Proposal No. 20000 00987, issued February 29, 2016 and all addenda thereto; and (6) Contractor's Proposal, dated March 24, 2016.
20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION.

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

By signing this Agreement, the Contractor certifies that:

- (a) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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.

21. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

21.1. 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.

21.2. Non-infringement

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

21.3. Authority

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

21.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against 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 District’s right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

Violation of any provision of this Section 21 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 15, Termination for Default above.

22. INDEMNIFICATION

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

22.1. General Indemnity

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

22.1.2. 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, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 21 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

22.3. Insurance

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

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
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

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.

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$1,000,000 aggregate

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

Contractor, upon execution of the contract and periodically thereafter upon request, 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.

23. SECURITY

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

24. FINGERPRINTING

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

- 24.1. 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 “CADOJ”).
- 24.2. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.
- 24.3. Certify in writing, using the District’s fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor’s 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 Risk Finance and Insurance Services.
- 24.4. Provide a list of the names of Contractor’s employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.
- 24.5. 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 CONTINGENCY

- 25.1. It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the Services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 25.2. If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

26. STAFFING

Provider shall be solely responsible for staff providing services under this agreement. Provider 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. Provider

certifies that it shall provide adequate supervision of the staff and/or trainees. Provider certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Provider 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 all such personnel shall provide evidence of freedom from tuberculosis within six months of starting service at the school site.

Provider 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 Provider'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.

27. PARENT CONSENT FOR SERVICES

Should services coordinated by Provider include any form of medical or psychological services, including diagnostic services, treatment, or counseling, Provider shall ensure that written parent consent is obtained on a District approved form prior to providing service(s) to a minor.

28. ORDERS FOR SERVICES

- 28.1. Orders for services listed and/or described in **EXHIBIT A**, and any related materials (including, but not limited to, textbooks, software, etc.) listed and/or described on **EXHIBIT A** shall be placed with Contractor by District schools, Local District offices and/or other District offices pursuant to the terms and conditions of this Agreement.
- 28.2. Any school/office interested in purchasing under this Agreement shall use the District's "SAP Shopping Cart System" to place Orders for Services, as described below. Contractor shall not provide any services under this Agreement without first receiving a written Order Form for Services (as provided herein) and the copy of purchase order. A copy of the Order form is attached hereto as **EXHIBIT C** and made a part hereof for purposes of any purchases made pursuant to this Agreement.
- 28.3. Contractor shall not accept any Orders for Services under this Agreement after the end of the period of Agreement stated in Section 1 of this Agreement. Performance of Services and the placement of Orders for Services may not continue past that date.
- 28.4. Individual Orders for Services shall be placed by District schools and/or offices with Contractor to request performance under this Agreement at the prices provided in **EXHIBIT A**. Contractor shall not accept any Order for Service under this Agreement that does not indicate: (1) the name and/or description of the specific Services to be provided under that Order; (2) a line-item price for each Service and the total price for all Services to be provided under that Order; and (3) specific beginning and end dates for performance under that Order. The District assumes no liability for payment of any Order for Services that does not contain the information described herein and any other information required on the Order Form.

29. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

- 29.1. Contractor represents it is fully experienced and properly qualified to perform the Services to be provided under this Agreement and that it is properly equipped, organized and financed to perform hereunder.
- 29.2. Contractor shall be solely responsible for its staff providing Services under this Agreement. Contractor certifies that staff and/or trainees providing the Services hereunder are adequately trained and prepared according to prevailing professional standards for providing such Services and that personnel providing Services are appropriately licensed and/or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees.
- 29.3. Contractor shall familiarize itself and perform all Services under this Agreement in accordance with federal, California and local (including District) law. The law may require compliance with standards applicable to the District, specifically, and/or school districts, generally, as well as municipal and public agencies, public and private utilities and special districts whose facilities and/or services may be affected by work under this Agreement. Contractor will hold harmless and indemnify the District from and against any loss, cost, liability, and expense (including attorney fees) arising out of any failure of Contractor to comply with the applicable law.
- 29.4. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect as required by California Penal Code § 11164. *et seq.*
- 29.5. 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.
- 29.6. Contractor certifies it shall comply with Education Code section 49406 with respect to tuberculosis testing for its personnel who will have frequent or prolonged contact with District pupils or other Contractor staff as the District may identify.
- 29.7. Contractor shall be fully responsible for identifying, securing and maintaining, at its own expense, such licenses and permits as are required by law in connection with the Services to be performed under this Agreement. Copies of such licenses and permits shall be provided immediately to the District upon request. Contractor shall notify the District immediately of any suspension, termination, lapse, non-renewal or restriction of or on any required license or permit.
- 29.8. Contractor shall obtain an Employer Identification Number from the Internal Revenue Service (“IRS”) and provide the District with a duly executed IRS Form W-9. Contractor acknowledges and agrees that Contractor shall be responsible for the preparation and filing of all tax returns, declarations and schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Contractor (including, but not limited to, any of its employees) under this Agreement. The District will not withhold any employment taxes from compensation it pays Contractor. The District instead will report the amount it pays Contractor on IRS Form 1099 and/or as otherwise may be required under applicable federal, state and local law.
- 29.9. The District shall have the right, in its absolute discretion, to require the removal of Contractor’s personnel or subcontractors at any level assigned to or hired for the performance of Services hereunder if the District considers such removal in its best interests and directs such removal in writing to Contractor. Upon receipt of such direction by the District, Contractor shall remove the personnel or subcontractor immediately. Personnel or

subcontractors removed at the direction of the District shall not perform additional Services under this Agreement at any time.

29.10. Contractor shall comply with each and every responsibility and certification made in this Agreement at no additional cost to the District.

30. WORK-BASED LEARNING PROGRAM (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.

Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor’s Proposal.

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

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);

The District will, of course, share Contractor’s name, information regarding Contractor’s business and regarding Contractor’s proposed WBLP(s) with District schools seeking partners;

The District will also identify Contractor in District documentation regarding the District’s Linked Learning program;

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; and

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.”

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

-DISTRICT-

-CONTRACTOR-

LOS ANGELES UNIFIED SCHOOL DISTRICT

RESOURCE DEVELOPMENT ASSOCIATES

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By 

By George Silva
George Silva
(Print Name)

PATRICIA MACLONE BENNETT
(Print Name)

Dated 6/27/16

TITLE CEO

Fed. I.D. #: 68-0444084

Dated 6/21/16

EXHIBIT A

STATEMENT OF WORK/PRICE SCHEDULE

1.0 SCOPE

The Grant Writer prepares grant applications and supporting documentation to ensure compliance with funding requirements. The Grant Writer coordinates with department administrators to identify District projects that are compatible with available funding sources. The Grant Writer tracks the status of grant applications and provides additional information as required. The Grant Writer works with the appropriate personnel to expedite internal processing of grant proposals and maintains a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to assist in compliance and process efficiency. Depending on the complexity of the data requirements for each grant application, the Grant Writer creates and distributes standard and special reports, studies, summaries, and analyses as required by the grant application and the users.

2.0 REQUIREMENTS

Contractor (Grant Writer) shall perform the following tasks and duties:

Task 1 (Preplanning Stage) - Prepare grant applications and supporting documentation to ensure compliance with funding requirements.

- A. Review the grant application guidelines with District staff.
- B. Discuss issues and participate in meetings to advise on the project and grant application development.
- C. Prepare list of issues and concerns in relation to the specific grant application to be resolved.
- D. Request information from District staff regarding any items requiring action.
- E. Provide consultation, planning and strategizing with District staff throughout the grant process.
- F. Assist with data gathering, bid package preparation, signature retrieval, and scheduling.
- G. To the extent possible, when outside contracting is contemplated under the grant, provide for competitive sourcing to be conducted by the District.

Task 2 (Development Stage) - Assist in the scheduling of meetings and the development of timetables, proposal language, and development of the grant application.

- A. Develop timelines and the strategy to ensure timely submissions of the application.
- B. Structure work flow and execute work plan for the grant application.
- C. Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- D. Locate, identify, research, collect and analyze data as set forth in the grant application guidelines.
- E. Provide research.
- F. Develop language for both the grant application narratives and data including, if necessary, charts, tables and diagrams to illustrate data.
- G. Prepare supplemental documents required for grant application completion.
- H. Prepare grant application with all required documents including budget considerations and District staff requirements.
- I. Produce complete grant application to ensure timely submission of the grant application.

Task 3 (Completion Stage) - Bid Package preparation, delivery and tracking

- A. Prepare drafts of grant application proposals.
- B. Coordinate reviews of the draft proposal documents with District staff prior to submission of the bid package.
- C. Provide copies of the final and completed application to District staff prior to submission of the final grant application proposal.
- D. Submit to granting agency (Federal, State or local and/or private foundations) the required numbers of final grant application proposal copies in a manner to ensure meeting the prescribed deadline.
- E. Conduct follow-up to ensure receipt.

Task 4 (Follow-up Stage)

- A. Develop and maintain contacts with the funding agencies.
- B. Maintain grant records.
- C. Track existing grant's deadline, monitor status of progress reports, and seek continuation of grant funding for current programs.
- D. Assist in the development of evaluation criteria and the collection and analysis of data to measure grant program effectiveness.
- E. Prepare and submit semi-annual Status Report summarizing the number of grants applied for and either funded or denied.

3.0 PERFORMANCE REVIEW

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 year will not be exercised.

4.0 DELIVERABLES

Item	Description	SOW Reference	Due Date	Deliver to District
1	Prepare list of issues and action items	Task 1C,1F	Upon execution of the work.	District Sponsor
2	Consultation and Strategizing	Tasks 1 D,B,E	Upon execution of the work.	District Sponsor
3	Prepare Timelines/ Work plan	Tasks 2A,B,C,D	TBD	District Sponsor
4	Identify, collect, analyze data	Tasks 2E,F	TBD	District Sponsor
5	Prepare supporting documents required within grant application.	Tasks 2G	TBD	District Sponsor

6	Develop language for narrative and present data for draft of the grant application	Tasks 2H,I	TBD	District Sponsor
7	Provide copies of the final grant application proposal and receive District approval.	Task 3A,B,C	TBD	District Sponsor
8	Ship required number of grant application and follow up to confirm receipt.	Task 3D, E	TBD	District Sponsor
9	Maintain grant records, tracking, contacts	Task 4 A,B,C,D	TBD	District Sponsor

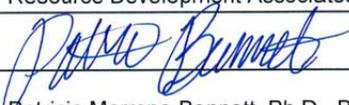
PRICING SHEET

Provide your fully burdened hourly rates below. The fully burdened hourly rate should include your direct labor cost, overhead, general and administrative (G&A), and profit. This is the rate that you will invoice the District. The hourly rates will remain fixed during the duration of the contract.

List all labor categories from senior position to clerical, if any, which will be part of the contract. In a separate attachment include the role that the person will fulfill.

Labor Categories	Years 1-3 (\$/hr)	Year 4 (\$/hr)	Year 5 (\$/hr)
CEO/Managing Director	\$225/hr	\$225/hr	\$225/hr
Project Director	\$200/hr	\$200/hr	\$200/hr
Project Manager	\$165/hr	\$165/hr	\$165/hr
Program Associate	\$135/hr	\$135/hr	\$135/hr
Research Associate	\$115/hr	\$115/hr	\$115/hr
Administrative Support	\$100/hr	\$100/hr	\$100/hr

COMPANY NAME: Resource Development Associates

AUTHORIZED SIGNATURE: 

PRINT NAME AND TITLE: Patricia Marrone Bennett, Ph.D., President & CEO

FEDERAL ID #: 68-0444084

DATE: 3/22/2016

EXHIBIT B

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.

Preamble

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

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

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

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.*

**EXHIBIT C
FORM OF TASK ORDER AND WORK AUTHORIZATION**

LAUSD PROCUREMENT 333 Beaudry Avenue, 22nd Floor Los Angeles, CA 90017	DATE: _____ TASK/ CHANGE ORDER NO.: _____ CONTRACT NO.: _____ CONTRACTOR: _____ LAUSD PROJECT MANAGER: _____
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Except as otherwise expressly provided herein, the Contractor hereby agrees to perform the work described below in accordance with all of the terms and conditions of the contract referenced above. The Contractor shall furnish the necessary facilities, materials and professional, technical and supporting personnel required by this Task Order as described below.

STATEMENT OF WORK DESCRIPTION

23.0 1. Statement of Work:

Project Name: _____
 Task Order Start Date: _____ Task Order End Date: _____
 Task Order Amount: \$ _____ Task Order Term: _____ months

Project scope/specifications.

The Contractor, at a minimum, shall perform the following tasks:

TASK ORDER SUMMARY: Previously Approved Work Orders: \$ _____
 This Work Task Order Action: \$ _____
 Total Amount of all Task Orders to Date: \$ _____

TASK ORDER SUMMARY: Previously Approved Work Orders: \$ _____
 This Work Task Order Action: \$ _____
 Total Amount of all Task Orders to Date: \$ _____

<p>LOS ANGELES UNIFIED SCHOOL DISTRICT Requesting Office/School</p> <p>By: _____ Date: _____ Signature</p> <p>_____ Name and Title</p> <p>Division Head</p> <p>By: _____ Date: _____ Signature</p> <p>_____ Name and Title</p>	<p>LOS ANGELES UNIFIED SCHOOL DISTRICT Procurement Services Division</p> <p>By: _____ Date: _____ Signature</p> <p>_____ Name and Title</p> <hr/> <p>Contractor Name: _____</p> <p>I hereby acknowledge receipt and acceptance of this Task Order.</p> <p>By: _____ Authorized Signature and Title</p> <p>Date: _____</p>
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CHANGE ORDER

Contract #: _____ Work Order # _____ Change Order# _____
Project Name: _____ Service Area/Skill-set _____ Per Attached
Category: _____ Exhibit A

This Change Order is written to modify the subject Contract and Work Order between the Los Angeles Unified School District ("LAUSD") and ("Contractor") only to the extent specifically set forth herein. All other terms and conditions of both Contract # _____ and Work Order # _____ respectively, remain unchanged.

NO COST CHANGE ORDER

This Change Order does not increase the dollar amount of the Work Order and is written to:

_____ Revise the Contractor Personnel list by replacing staff or adding staff.
(Attach list of names and/or titles with hourly rates.)

_____ Extend the completion date of the work order from _____ to _____
_____ Other (details attached)

_____ Revise funding source. (For internal purposes only. No contractor signature required.)

COST CHANGE ORDER

This Amendment is written to:

_____ Revise the scope of services of the Work Order. (See attached Exhibit A.)

_____ Increase/Decrease the Work Order in the amount of \$ _____

_____ Increase/Decrease the total value of the Work Order from \$ _____ to \$ _____

_____ Extend the completion date of the Work Order from _____ to _____

LAUSD:

Submitted By:

Contractor: _____

(Name, Title)

(Principal's Name, Title)

Date _____

Date _____

(Name, Title)

Date _____

