

**BOARD OF EDUCATION OF THE CITY OF LOS ANGELES**  
**Governing Board of the Los Angeles Unified School District**

**REGULAR MEETING ORDER OF BUSINESS**

333 South Beaudry Avenue, Board Room

1:00 p.m., Tuesday, November 14, 2023

**Roll Call**

**Pledge of Allegiance**

**Board President's Reports**

Recognition of Congresswoman Dianne Watson

Recognition of Mrs. Evelyn Gratts

Labor Partners

Independent Analysis Unit

Committee Chair Reports

- Greening Schools and Climate Resilience Committee
- Children and Families in Early Education Committee
- Committee of the Whole
- Curriculum and Instruction Committee
- Special Education Committee
- Charter School Committee

**Consent Items**

Items for action are assigned by the Board at the meeting to be adopted by a single vote. Any item may be pulled off of the consent calendar for further discussion by any Board Member at any time before action is taken.

**Superintendent's Reports**

**General Public Comment (Approximately 4:00 P.M.)**

Providing Public Comment

The Board of Education encourages public comment on the items for action on this Regular Board Meeting agenda and all other items related to the District. Any individual wishing to address the Board must register to speak using the Speaker Sign Up website: <https://boardmeeting.lausd.net/speakers>, and indicate whether comments will be provided over the phone or in person. Registration will open 24 hours before the meeting. Each action item will allow for ten (10) speakers, except those items for which a Public Hearing will be held will allow for 15 speakers, and 20 speakers may sign up for general Public Comment. Each speaker will have two minutes to present.

Public comment can be made in-person or by telephone, and members of the public must sign up on-line for either method, as described above. Members of the public can only make remote public comment by calling 1-888-475-4499 (Toll Free) and entering the Meeting ID: **879 7060 8197**.

Each speaker will be allowed a single opportunity to provide comments to the Board, with the exception of public hearings, and shall be given three minutes for their remarks. **In accordance with Board Rule 131, Speakers signed up to speak on an agenda item must constrain their remarks specifically to the item or items on the agenda or may be ruled out of order.**

Speakers addressing items not on the agenda will be heard at approximately 4:00 p.m. Speakers commenting on items on the consent calendar will be heard prior to the Board's consideration of the items, and speakers on items not on the consent calendar will be heard when the item is before the Board.

Speakers who do not register online to provide comments may use the following alternative methods to provide comments to Board Members:

- Email all Board Members at [boardmembers@lausd.net](mailto:boardmembers@lausd.net);
- Mail comments via US Mail to 333 S. Beaudry Ave., Los Angeles, CA 90017; and
- Leave a voicemail message at 213-443-4472, or fax 213-241-8953. Communications received by 5 p.m. the day before the meeting will be distributed to all Board Members.

Speakers who have registered to provide public comments over the phone need to follow these instructions:

1. Call 1-888-475-4499 (Toll Free) and enter Meeting ID: **879 7060 8197** at the beginning of the meeting.
2. Press #, and then # again when prompted for the Participant ID.
3. Remain on hold until it is your turn to speak.
4. Call in from the same phone number entered on the Speaker Sign Up website. If you call from a private or blocked phone number, we will be unable to identify you.
5. When you receive the signal that your phone has been removed from hold and or unmuted, please press \*6 (Star 6) to be brought into the meeting.

Please contact the Board Secretariat at 213-241-7002 if you have any questions.

The Office of the Inspector General would like to remind you that they investigate the misuse of LAUSD funds and resources as well as retaliation for reporting any misconduct. Anyone can make a report via the OIG hotline on their website (<https://www.lausd.org/oig>), by telephone at 213-241-7778, or by emailing [inspector.general@lausd.net](mailto:inspector.general@lausd.net). Reports are confidential and you can remain anonymous if you wish.

#### Attending the Meeting

Please note there are three ways members of the public may watch or listen this to Regular Board Meeting: (1) online ([Granicus stream](#) or [join the zoom webinar](#)) (2) by telephone by calling 1-888-475-4499 (Toll Free) and entering the Meeting ID: **879 7060 8197**, or (3) in person.

## New Business for Action

1. Board of Education Report No. 087 – 23/24  
Procurement Services Division  
(Approval of Procurement Actions) Recommends the ratification of procurement contract actions taken by the Procurement Services Division within delegated authority as listed in Attachment “A,” including the approval of award of Professional Service Contracts not exceeding \$250,000: New Contracts; Purchase Orders; Goods and General Services Contracts; Purchase Orders; District Card Transactions; Rental of Facilities; Travel/Conference Attendance; General Stores Distribution Center; and Book/Instructional Material Purchase Orders; and the approval of the Professional Service Contracts (exceeding \$250,000): New Contracts; and Goods and General Services Contracts (exceeding \$250,000): New Contracts and Donations as listed in Attachment “B”.
2. Board of Education Report No. 058 – 23/24  
Procurement Services Division – Facilities Contracts  
(Approval of Facilities Contracts Actions) Recommends the ratification of the Procurement Services Division facilities contract actions taken by the Facilities Services Division under delegated authority as listed in Attachment “A” including: award of advertised construction contracts; approval of change orders; completion of contracts; award of informal contracts; award of architectural and engineering contracts; extra services/amendments for architectural and engineering contracts.
3. Board of Education Report No. 073 – 23/24  
Facilities Services Division  
(Approve the Redefinition of the 32<sup>nd</sup> Street USC Magnets Major Modernization Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the redefinition of the 32nd Street USC Magnets Major Modernization Project and the amendment of the Facilities Services Division Strategic Execution Plan. The budget for the Project is \$107,959,859.
4. Board of Education Report No. 074 – 23/24  
Facilities Services Division  
Office of the Chief Medical Director  
(Define and Approve Two Wellness Center Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of two new Wellness Center projects at Los Angeles High School and Wilmington Middle School STEAM Magnet as described in Exhibit A and the amendment of the Facilities Services Division Strategic Execution Plan, for a total combined budget of \$45,000,000.
5. Board of Education Report No. 102 – 23/24  
Facilities Services Division  
(Define and Approve Two Charter School Facilities Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of two proposed projects to provide upgrades for Los Angeles Unified School District facilities currently occupied by charter schools and the amendment of the Facilities Services Division Strategic Execution Plan, for a total combined budget of \$17,218,991.
6. Board of Education Report No. 107 – 23/24  
Facilities Services Division  
(Define and Approve Three Sustainable Environment Enhancement Developments for Schools [(SEEDS)] Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of three Sustainable Environment

Enhancement Developments for Schools Projects at Burbank Boulevard Elementary School, Clifford Math & Technology Magnet Elementary School, and Trinity Elementary School, as described in Exhibit A, and the amendment of the Facilities Services Division Strategic Execution Plan, for a total combined budget for the three Projects of \$350,000.

7. Board of Education Report No. 108 – 23/24  
Facilities Services Division  
(Define and Approve 13 Board District Priority and Region Priority Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of 13 Board District Priority and Region Priority projects, as listed on Exhibit A, and the amendment of the Facilities Services Division Strategic Execution Plan, for a total combined budget for these projects of \$881,561.
8. Board of Education Report No. 110 – 23/24  
Facilities Services Division  
(Define and Approve the John Marshall High School Synthetic Turf Field Replacement Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the Definition and approval of the John Marshall High School Synthetic Turf Field Replacement Project and the amendment of the Facilities Services Division Strategic Execution Plan, for a total budget of \$5,887,414.
9. Board of Education Report No. 111 – 23/24  
Facilities Services Division  
(Approve the Definition of Four Classroom Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the approval and definition of four Classroom Upgrade Projects at Gompers Middle School, Los Angeles Academy Middle School, Palms Middle School, and Pacoima Middle School, as described in Exhibit A, and the amendment of the Facilities Services Division Strategic Execution Plan, for a total combined budget of \$36,535,026.
10. Board of Education Report No. 113 – 23/24  
Facilities Services Division  
(Authorization to Execute and Approve the Updated Project Stabilization Agreement) Recommends the approval of the updated Project Stabilization Agreement, as referenced in Exhibit A, and the authorization of the Chief Facilities Executive and/or her designee to execute.
11. Board of Education Report No. 114 – 23/24  
Office of the Deputy Superintendent, Business Services and Operations  
(Compliance With Requirement of Local Bond Measures for Biennial Compensation Survey of Facilities Services Division Managers) Pursuant to Los Angeles Unified local bond measures (Y, Q, and RR), that the Board of Education (Board) finds that the compensation levels for managers of the Facilities Services Division are competitive in the marketplace, as reflected in the survey results (Attachment A), thereby better ensuring that the District will be able to continue to hire and retain highly qualified and experienced individuals to manage the bond program.
12. Board of Education Report No. 103 – 23/24  
Accounting and Disbursements Division  
(Report of Cash Disbursements) Recommends the ratification of cash disbursements totaling \$1,071,524,331.63 which were made against funds of the District from September 1, 2023, through September 30, 2023.

13. Board of Education Report No. 105 – 23/24  
Accounting and Disbursements Division  
(Donations of Money to the District) Recommends the approval of the donation of money (District): recommends that the donations be accepted; appreciation is expressed to the donors for their contribution by way of this report; that the funds totaling \$545,741.00 be deposited; and for the Controller to be authorized to draw checks for the purposes indicated on the donation.
14. Board of Education Report No. 093 – 23/24  
Human Resources Division  
(Approval of Routine Personnel Actions) Recommends the approval of 5,006 routine personnel actions such as elections, promotions, transfers, leaves, terminations, separations, permits and approval of senior management contracts.
15. Board of Education Report No. 094 – 23/24 **NOT ON CONSENT**  
Human Resources Division  
(Provisional Internship Permits) Recommends the approval of request for 32 teachers to be employed under the Provisional Internship Permit pursuant to Title 5 California Code of Regulations, Section 80021.1.
16. Board of Education Report No. 090 – 23/24  
Division of Instruction  
(Approval of the California Community Schools Partnership Program Grant Award) Recommends the ratification of the California Community Schools Partnership Program Implementation Grant, Cohort 2 for a total grant award of \$30,162,500 over a five-year period, continuing through June 30, 2028.

### **Board Member Resolutions for Action**

17. Dr. McKenna - November as Homeless Youth Awareness Month (Res-011-23/24) (Noticed October 17, 2023)
- Whereas, Congress first declared November as National Homeless Youth Awareness Month in 2007;
- Whereas, California passed a resolution recognizing November as California Runaway and Homeless Youth Prevention Month in 2023;
- Whereas, November is a time to elevate the issue of youth homelessness and grow the commitment to prevent and end homelessness among young people in the United States;
- Whereas, In 2022, an estimated 9,100 youth in Los Angeles County lacked a safe place to live;
- Whereas, A disproportionate number of youth experiencing homelessness are members of historically underserved populations;
- Whereas, Youth experiencing homelessness are often exposed to dangers, have an increased likelihood of substance abuse, early parenthood, and trafficking, and experience depression and posttraumatic stress disorder;
- Whereas, Nearly 70 percent of Los Angeles Unified School District's homeless students were chronically absent during the 2021-22 school year;

Whereas, The District is developing programs such as iAttend to identify homeless students and provide them with needed resources;

Whereas, Research has shown that homeless youth are more likely to score lower on standardized tests, be placed in special education, repeat a grade, transfer schools, and drop out of school;

Whereas, The McKinney-Vento Homeless Assistance Act ensures educational rights and protections for homeless youth;

Whereas, In compliance with the McKinney Vento Homeless Assistance Act, the District's Homeless Education Office was designed to provide assistance to homeless students and families and maximize access to educational, social, and enrichment programs to promote student achievement;

Whereas, The Governing Board of the Los Angeles Unified School District recognizes that homelessness is a serious problem for many students, families, and the City at large; and

Whereas, The Board recognizes the important role education can play in preventing and ending youth homelessness; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District declares November 2023 as Homeless Youth Awareness Month; and, be it finally

Resolved, That the Los Angeles Unified School District recognizes the unique challenges of youth experiencing homelessness and commits to increasing awareness of the issues impacting these students and will continue to support and explore programs, partnerships, and legislation that combat homelessness and remove barriers to success for homeless youth.

18. Mr. Schmerelson - Commemorating Diwali and Celebrating South Asian Heritage (Res-012-23/24) (Noticed October 17, 2023)

Whereas, Diwali, also known as Deepawali, is a five-day festival observed by more than a billion people across faiths, including Hinduism, Sikhism, Newar, Buddhism, and Jainism;

Whereas, Diwali marks the start of the Hindu New Year: and symbolizes the spiritual victory of light over darkness, good over evil, and knowledge over ignorance;

Whereas, California has the largest Indian population in the United States, with nearly one million residents living within the state;

Whereas, Indian Americans contribute highly to California's economy, community, social services, and diverse culture;

Whereas, The Los Angeles Unified School District acknowledges the growing presence of Indian Americans and others of South Asian heritage in public life, service, and business positions;

Whereas, Diwali is celebrated as an official holiday in India, Nepal, Sri Lanka, Myanmar, Guyana, Fiji, Singapore, Trinidad and Tobago, Malaysia, and Mauritius; now therefore be it

Resolved, That the Governing Board of the Los Angeles Unified School District acknowledges Sunday, November 12, 2023, as Diwali;

Resolved further, That the District recognizes the importance of the South Asian Community, including Indian Americans, to Los Angeles and California as leaders for their contributions to their communities and various sectors such as, but not limited to, academics, health, science, and sports;

Resolved further, In alignment with the District's inclusive practices, the Governing Board of the Los Angeles Unified School District encourages the Superintendent to support and uplift the Indian American Community and others of South Asian heritage in our schools, workplaces, and communities; and, be it finally

Resolved, That the Board requests that the Superintendent update or create reference guides and resources to inform students, teachers and staff so that proper age appropriate discussions of Diwali can happen in our school sites and classrooms.

19. Mr. Schmerelson - Celebrating Substitute Educators Day (Res-013-23/24) (Noticed October 17, 2023)

Whereas, The United States observes Substitute Educators Day, which was instituted by the National Education Association (NEA) and is to be celebrated on Friday during American Education Week;

Whereas, The purpose of this day is to highlight the role and importance of the substitute teacher by providing information about, advocating for, and helping to increase appreciation and respect for this unique professional;

Whereas, Los Angeles Unified School District substitute school employees play an essential role in the maintenance and continuity of daily education for all students, ensure the minimization of learning disruption, and are tasked to provide effective learning plans;

Whereas, The unmatched professionalism of substitute teachers is evidenced by their willingness to be at a school site early in the morning, oversee and execute a quality lesson plan, and provide students with a safe learning environment, all on short notice;

Whereas, These professional educators provide a critical link in the education of public schoolchildren by serving as a bridge to provide continued quality education to children in the temporary absence of regular classroom educators;

Whereas, Our professional substitutes make a valuable and meaningful contribution to the success of our students by ensuring that the time they spend in school is productive;

Whereas, Substitutes are experienced in the adaptation to different school lessons, climates, cultures, and personnel due to changing worksites;

Whereas, In addition to substitute teachers being purveyors of knowledge in the classroom, they also serve our students as role models and mentors;

Whereas, Although the role of the substitute teacher may be different from that of the regular teacher in some aspects, it is equally demanding, essential, and professional; and

Whereas, The District's mission is to provide our students with an education that prepares them to be college and career-ready, which cannot be accomplished without our dedicated and hardworking substitute teachers; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby recognizes and celebrates Friday, November 17, 2023 as Substitute Educator's Day;

Resolved further, That the District highly encourages schools, principals, and staff to recognize the work and labor of substitute educators, assisting them to assimilate to the school culture and climate;

Resolved further, That the Board encourages the Superintendent to develop and update reference guides and development training for substitute educators similar to what is currently available to all other educators; and, be it finally

Resolved, The Board expresses their deep appreciation to our supporting substitute educators in the challenging conditions they face to provide the best education possible for our students and as crucial members of the Los Angeles Unified School District.

20. Mr. Melvoin, Ms. Goldberg - Excellence in ~~Expanded Learning~~ Before and Afterschool Programming in LAUSD (Res-014-23/24) (Noticed October 17, 2023) **3:30 PM TIME CERTAIN**

Whereas, ~~Expanded learning opportunities, including~~ Before and afterschool programs, support students, families and communities. They keep youth safe, inspire learning, and give working parents and guardians peace of mind;

Whereas, The Los Angeles Unified School District (District) is committed to delivering well-rounded, inspiring educational and enrichment experiences during the school day and before and after school as outlined in Pillar 1B of the 2022-2026 Strategic Plan;

Whereas, The average workday for full time workers is 8.4 hours according to the U.S. Bureau of Labor and Statistics, while the average school day for students in California is 6 hours;

Whereas, Quality ~~expanded learning~~ before and afterschool programs not only promote physical health and wellbeing, but also support academic and social-emotional development and provide a safe and supportive environment for students;

Whereas, According to research at the University of California, Irvine, the University of Wisconsin Madison, and Policy Studies Associates, Inc., students who regularly attended high-quality afterschool programs had significant gains in standardized math test scores;

Whereas, According to the Rose Institute at Claremont Mckenna College, every \$1 invested in afterschool programs saves at least \$3 through increasing youth's earning potential, improving their performance at school, and reducing crime and juvenile delinquency;

Whereas, Effective ~~expanded learning~~ before and afterschool programs align with and complement the school day ~~curriculum~~ instructional goals. This helps reinforce academic skills and concepts while providing additional enrichment and opportunities for hands-on learning;

Whereas, The District and its partners are committed to ensuring students have access to ~~expanded learning opportunities~~ before and afterschool programs in a safe and supportive environment that offers high-quality academic, enrichment, and recreation programs to motivate students to work towards their full potential. Most District students have access to an on-site before and/or afterschool program, although availability and quality may vary from school to school;

Whereas, There are challenges to providing quality ~~expanded learning~~ before and afterschool programs including attracting and retaining qualified, part-time afterschool employees, developing coherence between the school day and before and afterschool programs, and blending ~~and braiding~~ ~~After School Education and Safety (ASES) funding, ELOP funding, grants, and other funding~~ to meet the needs of all students while following ~~the funding guidelines of each program~~;

Whereas, There remains unmet demand for high-quality ~~expanded learning~~ before and afterschool programs ~~nationally~~, disproportionately impacting low-income families and families of color; now therefore be it

Resolved, That the District recognizes and celebrates Lights on Afterschool Day annually in October. This event celebrates after school programs that keep youth safe, inspire them to learn, and help working families;

Resolved, That advocacy for more ~~coherent expanded learning~~ before and afterschool funding and support be incorporated into the 2024 District's Advocacy Agenda as a legislative priority at the local, State, and national level;

Resolved, That the District will ~~develop~~ continue to strengthen before and afterschool program coherence, quality, developmental appropriateness, and accessibility. Progress towards implementing the District's Strategic Plan in this area, including an articulation of the broader goals for before and afterschool programs and metrics of success will ~~an Excellence in Expanded Learning Plan focused on strengthening and defining goals for afterschool programming coherence, quality, developmental appropriateness, and accessibility and on recruiting and retaining high quality staff and partners to be presented to the Board in a public meeting within 120 days. These plan~~ goals and metrics for success shall be informed by:

- An analysis of current afterschool programs serving District students ~~and funding sources conducted by the Independent Analysis Unit to be completed within 30 days and made publicly available, including but not limited to~~
  - Number of students currently participating in afterschool programs, broken down by, grade level, race/ethnicity, school of attendance, SENI band, school designation as appropriate (i.e., Priority school, Community School, BSAP), and region;
  - List of schools providing afterschool programs by type (i.e., District provided vs partner provided, paid program vs. no cost) ~~broken down by, grade level, race/ethnicity, school of attendance, SENI band, school designation (i.e., Priority school, Community School, BSAP), and region;~~
  - Staffing vacancies associated with each type of afterschool provider;
  - ~~Comparison of District programs, policies, and funding structures to large school districts in California;~~
  - Student outcomes—including academic and social emotional—associated with participation in afterschool programs offered at District sites; and
  - ~~An explanation of missing or unavailable data that would be beneficial to consider;~~
- Stakeholder input, including from parents and students, to improve the coherence, quality, and accessibility of ~~expanded learning opportunities~~ before and afterschool programs throughout the District; and, be it finally

Resolved, That the District will participate in local and State conversations and convenings related to ~~expanded learning opportunities~~ before and afterschool programs for youth including around quality standards and impact on student outcomes.

21. Ms. Gonez, Mr. Schmerelson - Celebrating National Special Education Day and Calling for Increased Special Education Funding (Res-015-23/24) **(Waiver of Board Rule 72)**

Whereas, For the 2023-24 school year the Los Angeles Unified School District proudly serves over 65,000 students receiving special education services, almost one-third of which have moderate-to-severe disabilities;

Whereas, The District provides 38 types of services and supports to students with disabilities in order to provide a free appropriate public education;

Whereas, The chronic underfunding of the federal law now known as the Individuals with Disabilities Education Act of 1975 (IDEA) by the federal government places an additional funding burden on states, local school districts, and taxpayers to pay for needed services, and often means using local budget dollars to cover the federal shortfall, ultimately shortchanging other school programs that students with disabilities often also benefit from;

Whereas, In the 2023-2024 school year, the District plans to spend over \$2 billion in special education costs, with the District's federal IDEA funding reaching only \$133 million, accounting for merely 7% percent of the District's share of costs, woefully short of Congress' commitment upon IDEA's passage to 40 percent of the additional costs necessary to provide a free and appropriate public education to students with disabilities;

Whereas, The grossly inadequate level of funding for special education at both the federal and state level also does not differentiate funding based on the severity of the student's disability and therefore fails to recognize the additional resources required to fully meet the needs of students with moderate to severe disabilities;

Whereas, The majority of the current state funding structure for special education is based on student attendance (AB 602) providing Special Education Local Plan Areas (SELPA) funding based on their overall student attendance, regardless of how many students with disabilities the SELPA serves or the services they provide; and

Whereas, The District proudly operates 13 Special Education and Career Transition Centers which provide students with a robust instructional program that meets each individual student's unique needs and prepares them and their families for their transition beyond secondary school; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District recognizes and celebrates the unique assets and needs of our students with disabilities and is proud to serve them and their families, particularly in light of the shameful historic exclusion of students with disabilities;

Resolved further, That the District formally recognizes December 2 as National Special Education Day this year and every year and encourages all schools, students, and families to celebrate our children with disabilities and the unique assets they contribute to our school communities;

Resolved further, That the Board commits to continued advocacy for additional resources that will adequately resource and sustain the instructional programs and services for our students with disabilities, such as increasing California’s funding allocations to meet the increases in special education costs, particularly for students with moderate to severe disabilities, Congress significantly increasing the annual appropriation for IDEA, passing the IDEA Full Funding Act (S. 3213/H.R. 5984), as well as the Keep Our Pact Act (S. 72/H.R. 764), to create a mandatory 10-year path to fully fund both IDEA and Title I of the Every Student Succeeds Act; and, be it finally

Resolved, That the Superintendent is directed to develop more regular opportunities for parents and families of students with disabilities to engage with the District to provide meaningful feedback, opportunities for continuous improvement and strengthen partnerships and resources.

22. Ms. Ortiz Franklin - Celebrating Read LA! Day (Res-016-23/24) (Waiver of Board Rule 72)

Whereas, Early literacy is a fundamental building block of a child’s education, developing strong reading and comprehension skills, leading to improved communication, critical thinking, and problem-solving abilities and a key determinant of future academic and life success;

Whereas, According to the 2023 California Smarter Balanced assessment results, nearly 60% of all LAUSD third grade students did not meet state standards in English Language Arts; 67% of Latino/x/e students, 73% of Black students, 91% of English Learners, and 68% of economically disadvantaged students in third grade did not meet these standards;

Whereas, Early literacy begins at birth, therefore supporting and equipping families and caregivers in the early years are essential to nurture young children’s language development, cognitive and executive function skills and other critical early childhood milestones;

Whereas, Structured literacy instruction in the early grades, following the Science of Reading (SoR), including effective SoR practices for English Learners/Emergent Bilinguals as outlined in the Joint Statement by the Reading League and National Committee for Effective Literacy, has proven to be the most effective way to help children learn to read;

Whereas, All teachers deserve to be provided with science-aligned professional development and ongoing supports to ensure their students meet or exceed state standards in English Language Arts;

Whereas, Children’s access to high quality early learning environments, enriching summers, tutoring supports, and literacy resources in homes, schools, and communities can reduce educational disparities and bridge opportunity and achievement gaps; and

Whereas, Families In Schools and its coalition partners will launch the Read LA!: *Literacy & Justice for All* campaign on November 14, 2023, mobilizing all of Los Angeles to elevate and prioritize early literacy and work to reverse our literacy crisis, giving every child the right to read; now, therefore, be it

Resolved, That the Board of Education of the Los Angeles Unified School District hereby proclaims November 14 as “Read LA Day” and encourages all Los Angeles leaders and stakeholders, including early education providers, schools, parents, civic leaders, community organizations, policymakers, and funders to recognize and prioritize early literacy as a cornerstone of our children's educational journey.

**Correspondence and Petitions**

23. Report of Correspondence including Williams Settlement Uniform Complaint Quarterly Report Summary (ROC-004-23/24) **PUBLIC HEARING**

**Adjournment**

Please note that the Board of Education may consider at this meeting any item referred from a Board Meeting 5 calendar days prior to this meeting (Education Code 54954.2(b)(3)). The Board of Education may also refer any item on this Order of Business for the consideration of a committee or meeting of the Board of Education.

Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to the Board Secretariat in person or by calling (213) 241-7002.

If you or your organization is seeking to influence an agreement, policy, site selection or any other LAUSD decision, registration may be required under the District's Lobbying Disclosure Code. Please visit <http://ethics.lausd.net/> to determine if you need to register or call (213) 241-3330.

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the Security Desk on the first floor of the Administrative Headquarters, and at:  
<https://www.lausd.org/boe#calendar73805/20231107/event/69353>

Items circulated after the initial distribution of materials are available for inspection at the Security Desk.

# TAB 1



## Board of Education Report

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**File #:** Rep-087-23/24, **Version:** 1

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### Approval of Procurement Actions

November 14, 2023

### Procurement Services Division

#### Action Proposed:

Ratify the contract actions taken by the Procurement Services Division within delegated authority as listed in Attachment "A" including the approval of award of Professional Service Contracts not exceeding \$250,000: New Contract; Purchase Orders; Goods and General Services Contracts: Purchase Orders; District Card Transactions; Rental of Facilities; Travel/Conference Attendance; General Stores Distribution Center; and Book/Instructional Material Purchase Orders; and approve Professional Service Contracts (exceeding \$250,000): New Contracts; and Goods and General Services Contracts (exceeding \$250,000): New Contracts; and Donation as listed in Attachment "B."

#### Background:

Procurement Services staff prepares monthly reports for contract actions necessary for the execution of the projects approved by the Board for the educational and operational requirements of the District in accordance with Board delegated authority to the Superintendent.

#### Expected Outcomes:

Approval of these items will allow the goods and services provided by these contracts furnishing the equipment, supplies, or services to the Los Angeles Unified School District that support Board policies and goals.

#### Board Options and Consequences:

The Board can approve all actions presented, or postpone selected actions pending receipt of additional information. Non-ratification of actions awarded under delegated authority in Attachment "A" will result in immediate unavailability of products or discontinuance of services, or both. While non-ratification may be legally defensible, it would likely result in costly litigation over discontinued payments or if the District attempts to reclaim payments made to a vendor. District costs will likely increase as fewer vendors compete for future procurements. Postponement of actions presented for approval in Attachment "B" will delay contract award or delivery dates.

#### Policy Implications:

This action does not change District policy and conforms to *California Education Code section 17604* that permits the Board of Education to delegate authority for Procurement Services (Board Report 444-17/18), which the Board exercised on May 8, 2018.

#### Budget Impact:

The contract actions presented are within the budget authority previously approved by the Board. Ratification of contracts awarded under delegation of authority and within their Board approved budget listed in Attachment "A" includes:

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- Award of Professional Service Contracts not exceeding \$250,000: New Contract; Purchase Orders; and
- Goods and General Services Contracts not exceeding \$250,000: Purchase Orders; Rental of Facilities; Travel/Conference Attendance; District Card Transactions; General Stores Distribution Center; and Book/Instructional Material Purchase Orders.

Request for Approval of Procurement Actions not under delegated authority listed in Attachment “B” includes:

- Professional Service Contracts (exceeding \$250,000): New Contracts; and
- Goods and General Services Contracts (exceeding \$250,000): New Contracts; and Donation

**Student Impact:**

Not applicable.

**Equity Impact:**

See attached for applicable items.

**Issues and Analysis:**

There are no policy implications on these agreements. The Business and Government Services Team, Office of the General Counsel, has reviewed and approved the agreements as to form, except where “authorization to negotiate and execute” is sought.

**Attachments:**

Attachment “A” - Ratification of Contracts Awarded Under Delegated Authority

Attachment “B” - Request for Approval of Contracts Not Under Delegated Authority

Previously adopted Board report referenced in the policy implications section:

- Adopted May 8, 2018: [Board Report No. 444-17/18](https://drive.google.com/file/d/1LObScI2aOLv21Poz24gkLDhfVRiE6a8K/view?usp=share_link)  
<[https://drive.google.com/file/d/1LObScI2aOLv21Poz24gkLDhfVRiE6a8K/view?usp=share\\_link](https://drive.google.com/file/d/1LObScI2aOLv21Poz24gkLDhfVRiE6a8K/view?usp=share_link)>
- California Education Code Section 17604 ([CE Code 17604](https://drive.google.com/file/d/17i1CYUp6UH9-Gg-3DJMkxNEuH1uUQERc/view?usp=share_link))  
<[https://drive.google.com/file/d/17i1CYUp6UH9-Gg-3DJMkxNEuH1uUQERc/view?usp=share\\_link](https://drive.google.com/file/d/17i1CYUp6UH9-Gg-3DJMkxNEuH1uUQERc/view?usp=share_link)>

**Informatives:**

Not applicable.

**Submitted:**

10/17/23

**RESPECTFULLY SUBMITTED,**

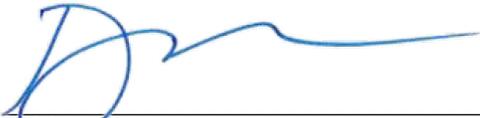
**APPROVED & PRESENTED BY:**

  
ALBERTO M. CARVALHO  
Superintendent

  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations

**REVIEWED BY:**

**APPROVED & PRESENTED BY:**

  
DEVORA NAVERA REED  
General Counsel

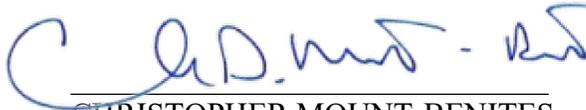
  
SUNGYON LEE  
Deputy Chief Business Officer  
Office of the Deputy Chief Business Officer

Approved as to form.

**REVIEWED BY:**

**APPROVED & PRESENTED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

  
CHRISTOPHER MOUNT-BENITES  
Chief Procurement Officer  
Procurement Services Division

Approved as to budget impact statement.

ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**

**A. PROFESSIONAL SERVICES CONTRACTS ALREADY AWARDED**

**NEW CONTRACTS/AMENDMENTS/ASSIGNMENTS NOT EXCEEDING \$250,000**

**Item A**

**OFFICE OF THE CHIEF STRATEGY OFFICER \$207,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Ascendant Strategy Management</b>	4400010915	General Funds (100%)	\$207,000

Ratification of informally competed best value contract to provide “ClearPoint” system to track, monitor and report the progress on the implementation of the District’s Strategic Plan.

Three proposals were received of which three were deemed qualified. The selection committee was composed of two people from the former Office of the Chief of Schools and one person from the Superintendent’s Office. The evaluation criteria were technical qualifications, experience and qualifications of firm, experience and qualifications of personnel, Small Business Enterprise (SBE) participation, and price. The recommended vendor was the highest scored proposer.

Ascendant Strategy Management has been doing business with the District since 2013.

This action supports all five Pillars of the Strategic Plan.

**Contract Term:** 10/14/22 through 10/16/26, includes two (2) one-year renewal options

**Aggregate Four-Year Contract Value: \$207,000**

**Requester:**

Veronica Arreguin, Chief Strategy Officer  
Office of the Chief Strategy Officer

**Equity Impact:**

<b>Component</b>	<b>Score</b>	<b>Score Rationale</b>
<b>Recognition</b>	<b>3</b> Affirmatively recognizes historical inequities	The 2022-26 Strategic Plan recognizes the importance of differentiating support based on need as the pandemic disproportionately impacted certain communities and student populations. Pillars, priorities and strategies in the Strategic Plan demonstrate Districtwide support of learning recovery and acceleration for all students,

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**

Component	Score	Score Rationale
		furthermore strategies in the plan actively recognize historical inequities for specialized student populations and the need to address these with equitable approaches. The ClearPoint Strategy dashboard is used to monitor progress towards measures of success in the Strategic Plan.
<b>Resource Prioritization</b>	<p style="text-align: center;"><b>3</b></p> <p style="text-align: center;">Prioritizes resources based on student need</p>	<p>As data is entered into ClearPoint, performance measures aggregate up to organization-wide objectives, directly showing the impact of department performance measures on LAUSD objectives. All elements including objectives and performance measures can be automatically evaluated so that as soon as data is entered into ClearPoint, users can see if they are meeting their objectives. Elements are evaluated based on performance against target, percent complete, adherence to budget, or other data points that are relevant to the measure or project. This visibility and transparency allow employees organization-wide to see how their performance contributes to the overall success of LAUSD and how they can improve.</p> <p>Resource prioritization varies from a Districtwide lens to a targeted approach based on student need inclusive of relevant quantitative and qualitative student and school data. The Strategic Plan prioritizes personnel and programs that can most directly and immediately have an impact on student achievement. Many priorities and strategies are structured so that the students and schools most in need will receive the greatest amount of support. Through implementation support, progress monitoring and impact evaluation, we will be able to modify our approach to increase equitable distribution of resources that directly address needs at school sites, communities of schools and regions.</p>
<b>Results</b>	<p style="text-align: center;"><b>3</b></p> <p style="text-align: center;">Likely to result in closed opportunity gaps and/or closing achievement gaps</p>	The ClearPoint Strategy cloud-based software acts as a central data source for LAUSD, allowing leadership to easily find department performance metrics and focus solely on analyzing data and making decisions to improve performance.

ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**

Component	Score	Score Rationale
		<p>ClearPoint is an end-to-end solution for strategy reporting. With ClearPoint, LAUSD can easily enter and track performance measures. Departments can track strategies, objectives, initiatives, key performance indicators, and action items, and link and align them to measures of success. ClearPoint can handle both quantitative and qualitative information for each of the elements.</p> <p>Overall, strategies in the Strategic Plan are likely to result in closed gaps in opportunities and outcomes for all students. Student data is being utilized both to identify areas of need as well as to determine how resources are spread across the district to address that need. Pillars, priorities and strategies focusing on Early Education programs, BSAP, HEET, supports for English Learners, Special Education, A-G intervention and targeted literacy and numeracy support will serve our students most in need to close opportunity gaps.</p>
<b>TOTAL</b>	<b>9</b>	

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY****Item B – September 2023****B. PROFESSIONAL SERVICE NOT EXCEEDING \$250,000**

September 2023 = \$5,079,543

YTD = \$9,844,397

The contract actions represented below are those actions put in place within each sponsoring school's or division's approved budget. These delegated procurement methods represent streamline ordering tools that assist schools and offices in meeting immediate mission-essential needs for professional services.

	<u>September</u> <u>Qty of POs</u>	<u>YTD</u> <u>Qty of POs</u>	<u>September</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Purchase Orders – <i>September 2023</i>	<b>373</b>	908	<b>\$5,079,543</b> <i>(Median - \$7,100)</i>	\$9,844,397

September 2023=\$28,521,388

**C. GOODS AND GENERAL SERVICES NOT EXCEEDING \$250,000**

YTD = \$102,254,727

The contract actions represented below are those actions put in place within each sponsoring school's or division's budget. These delegated procurement methods represent streamline ordering tools that assist schools and offices in meeting immediate mission-essential needs for goods or general services.

	<u>September</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>YTD</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>September</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Purchase Orders – <i>September 2023</i>	<b>4,370</b>	12,728	<b>\$12,615,244</b> <i>(Median - \$835)</i>	\$41,636,965
DISTRICT CARD TRANSACTIONS (i.e., P- Card, Fuel Card, Toshiba Card, etc.) – <i>September 2023</i>	<b>14,101</b>	28,435	<b>\$5,249,513</b> <i>(Median - \$115)</i>	\$10,267,798
Rental Facilities – <i>September 2023</i>	<b>4</b>	7	<b>\$170,422</b> <i>(Median - \$37,788)</i>	\$264,543
Travel/Conference Attendance <i>September 2023</i>	<b>320</b>	871	<b>\$562,580</b> <i>(Median - \$1,639)</i>	\$1,609,723
GENERAL STORES DISTRIBUTION CENTER <i>September 2023</i>	<b>177</b>	576	<b>\$3,160,055</b> <i>(Median - \$6,723)</i>	\$14,622,251
BOOK/INSTRUCTIONAL MATERIAL PURCHASE ORDERS (BPO) <i>September 2023</i>	<b>589</b>	1,407	<b>\$6,763,574</b> <i>(Median - \$4,215)</i>	\$33,853,447
<b>GRAND TOTAL – <i>September 2023</i></b>				<b>\$33,600,931</b>

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS**

**NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item C**

**DIVISION OF COMMUNICATION, ENGAGEMENT, AND COLLABORATION** **\$2,000,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Various Vendors</b>	TBD	Community Challenge Grant Unrestricted General Funds (100%)	\$2,000,000

Authorization to negotiate and award a total of \$2,000,000 in individual Community Challenge grants to tax-exempt community organizations over a three-year period, to provide high-quality after-school enrichment activities/services. to District students.

As a strategy to increase engagement with the broader Los Angeles community, the District is providing tax-exempt organizations an opportunity to apply annually for a \$25,000 to \$50,000 grant to provide support services that meet the academic and social-emotional growth of students and their families. Services can include, but are not limited to, literacy and numeracy supports, tutoring, mentoring, classes in theater, dance, music, service learning opportunities, field trips to colleges and universities, and family workshops and educational events.

The Office of Development and Civic Engagement will be responsible for the management of outreach activities and convening central office teams to assess Community Challenge grant applications, which will be accepted yearly by a specified deadline. The Office will work with Procurement, Finance, Risk Management, and Division of Instruction to issue grant awards, create reports, and implement the program. The Office of Development and Civic Engagement will launch a solicitation for grant applications this fall and establish a committee of internal reviewers to review and recommend grantee recipients. Procurement will submit the selected grant recipients’ contracts for Board ratification.

Grant applications will be evaluated on the following criteria:

- Qualification and experience serving communities of [focus schools for community challenge grant](#)
- Experience working directly with LAUSD (higher weight given to those with less experience)
- Proposal of Services
- Operations and Community Relations
- Innovation and Outcomes

**ATTACHMENT B**  
**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

Organizations must have pre-existing and secular programming and be able to meet the District’s liability insurance and fingerprinting requirements based on the type of services that will be provided. Grantees will be required to provide a mid-year report that demonstrates the impact of the services to receive further funding installments. Organizations must also provide an end-of-year report to assess the impact of programming and provide a mid-year report that demonstrates the impact of the services to receive further funding installments. Organizations must also provide an end-of-year report to assess the impact of programming.

It is expected that grants will be awarded to at least 20-30 new and existing organizations who will be engaged in supporting 600-1,200 students and their families. The program will provide the District with an opportunity to engage with tax-exempt community-based organizations with deep roots within the communities we serve, that do not currently have an active contract with the District, to expand the universe of organizations and people supporting District schools and students. Organizations will be expected to provide direct services outside of the instructional day at their site, located in the L.A. County region.

Below are the expected outcomes from the grant awards:

<b>Academics</b>	<b>Social Emotional</b>	<b>Family Engagement</b>	<b>College &amp; Career Readiness</b>
Improve literacy	Grow in social-emotional competencies	Increase Parent Portal usage	Increase A-G completion rates
Improve numeracy skills	Promote active lifestyles	Amplify District resources and messaging	Increase support with financial aid
Increase STEAM educational opportunities	Promote healthy nutrition	Provide additional educational resources	Provide internship opportunities
Increase tutoring participation	Increase mentorship		Increase career exposure including CTE pathways

The Community Challenge Grants align with the following Local Control and Accountability Plan Goals and the LAUSD Strategic Plan:

- Academic Excellence
- Joy and Wellness
- Engagement and Collaboration
- English Learner Supports
- Black Student Achievement Plan

**Grant Term:** 11/15/23 through 06/30/24 with option to renew grant for two years depending on funding availability.

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

Total Grant Value: \$2,000,000

**Requester:**

Shannon Haber, Chief of Communications, Engagement and Collaboration

**Equity Impact:**

Component	Score	Score Rationale
<b>Recognition</b>	4 Actively recognizes and specifies historical inequities to correct	Grant evaluation criteria prioritizes organizations that serve in high-need areas as well as TSP students. The program overall recognizes the importance of partnering with organizations that are trusted within the community and work closely with, and have a deep knowledge of, historically disadvantaged groups. Funded grant proposals will include those that prioritize academic excellence, health and wellness and family engagement—often where we see the greatest inequities in access and outcomes.
<b>Resource Prioritization</b>	4 Effectively prioritizes resources based on student need	Preference will be given to grantees that serve Priority School and SENI communities which have demonstrated a high need for student support. Organizations who have a demonstrated track record of trust and engagement with those communities will also be given preference.
<b>Results</b>	4 Extremely likely to result in closed opportunity gaps and/or closing achievement gaps	The Community Challenge Grant is expected to result in an additional network of support for students to receive the academic and social-emotional support to succeed in the classroom.
<b>TOTAL</b>	<b>12</b>	

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS**

**NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item D**

**OFFICE OF THE CHIEF MEDICAL DIRECTOR \$10,000,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Various Vendors*	4400011330	General Funds	\$10,000,000**
	4400011331	(67%)	
	4400011332	Restricted	
	4400011333	General	
	4400011334	Funds	
	4400011335	(33%)	
	4400011336		
	4400011337		
	4400011338		
(RFP 2000002841)			

\*22<sup>nd</sup> Century Technologies, Inc.; Lancesoft, Inc.; Maxim Healthcare Staffing Services, Inc.; New Direction Solution LLC dba Procure Therapy; New Mediscan II, LLC dba Cross Country Education; RCM Technologies (USA), Inc. dba RCM Health Care Services; Ro Health, LLC; SHC Services, Inc. dba Supplemental Health Care; The Stepping Stones Group, LLC

Authorization to increase capacity of formally competed bench of nine (9) contracts with qualified temporary staffing agencies to provide nursing services for students. The initial authorization of \$800,000 has been expended. The authority to increase or decrease individual amounts for these contracts will be limited to the aggregate value of \$10,800,000.

While the District is steadily increasing its nursing workforce, there is still a shortage, with approximately 250 vacancies. To help offset this, and the increasing number of students with specialized health needs, it is expected that approximately 36-40 licensed vocational nurses will be placed throughout the District (approximately 10 per Region). Deployment of such resources is determined by the nursing administrator in each Region and would occur when and where sufficient District employees and substitutes are not available. Additional nursing services will support the health and safety of all students, keeping students healthy so they can remain in school and ready to learn, thereby improving attendance rates. As more District nurses are hired, the District will continue to reevaluate the need for staffing agency nurses.

A total of 27 proposals were submitted, of which, 25 were deemed qualified. The nine selected firms had the highest scoring proposals and their services coincided within the available budget. The source selection committee consisted of nine panelists including one Interim Special Education Specialist; two School Nurses; one School Support Administrator; two Nursing

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

Administrators; one Special Education Resource Nurse; one Administrative Coordinator; and one Senior Physician, all from the Office of the Chief Medical Director. The firms were evaluated on firm experience and qualifications, personnel qualifications, ability to attract and retain qualified candidates, billing rates, Small Business Enterprise (SBE) utilization, and Work Based Learning Partnership (WBLP) plan.

The services align with Strategic Plan Pillar 2, Joy and Wellness, with priorities of Whole-Child/Well-Being and Outstanding Attendance. Whole-Child/Well-Being supports students through integrated health, nutrition, and wellness services. This is important because attending to the well-being of the whole child lays a solid foundation for learning and development. Ensuring outstanding attendance supports consistent in-class learning, which is important because being engaged and on campus is essential for students to learn.

**Contract Term:** 05/08/23 through 05/09/28

Initial Authorized Value: \$800,000  
 \*\*Additional Authorized Value: \$10,000,000  
**Aggregate Value For Nine (9) Contracts: \$10,800,000**

**Requester:**

Dr. Smita Malhotra, Chief Medical Director  
 Office of the Chief Medical Director

**Equity Impact:**

<b>Component</b>	<b>Score</b>	<b>Score Rationale</b>
<b>Recognition</b>	<b>3</b> Affirmatively recognizes historical inequities	Affirmatively recognizes historical inequities by providing health care services to all students equally.
<b>Resource Prioritization</b>	<b>3</b> Prioritizes resources based on student need	Prioritizes resources based on student need by providing health care services to students as it relates to their unique and specific health needs.
<b>Results</b>	<b>3</b> Likely to result in closed opportunity gaps and/or closing achievement gaps	Likely to result in closed opportunity gaps and/or closing achievement gaps by providing health care services to all students thereby resulting in the minimizing gaps in access.
<b>TOTAL</b>	<b>9</b>	

## ATTACHMENT B

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS**

**NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item E****OFFICE OF THE GENERAL COUNSEL****\$250,000,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Acker & Whipple, APC;	4400012180	General	\$250,000,000
Artiano Shinoff Abed Carelli	4400012182	Funds	(Previously
Sleeth & Wade APC;	4400012183	(75%)	approved BOE Rep
Cummings, McClorey, Davis,	4400012184		Nos. 233-20/21,
Acho & Associates, P.C.;	4400012185	Bond	319-20/21, and
Collinson, Daehnke, Inlow &	4400012186	Funds	216-21/22)
Greco (SBE);	4400012187	(25%)	
Dannis Woliver Kelley;	4400012188		
Fagen Friedman & Fulfrost;	4400012189		
Floyd Skeren Manukian,	4400012190		
Langevin, LLP;	4400012191		
Greenspoon Marder LLP;	4400012192		
Kahana & Feld, LLP;	4400012193		
McCune & Harber, LLP (SBE);	4400012194		
Peacock Piper Tong + Voss LLP;	(RFP 2000003074)		
Silver & Wright LLP;			
Tobin Lucks, LLP;			
Tyson & Mendes, LLP;			

\*Albright, Yee & Schmit, APC (SBE); Allen Matkins Leck Gamble Mallory & Natsis LLP; Anderson, McPharlin & Connors LLP; Andrade Gonzalez LLP (SBE); Armstrong & Sigel, LLP (SBE); Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade APC; Bacio & Associates; Ballard Rosenberg Golper & Savitt LLP; Bergman Dacey Goldsmith PLC (SBE); Best Best & Krieger LLP; Black and Rose LLP (SBE); Browne George Ross LLP; Carlson & Messer LLP; Clark Hill PLC; Clyde & Co US LLP; Coleman Chavez Associates LLP; Dannis Woliver Kelley; Eng & Nishimura (SBE); Fagen Friedman & Fulfrost; Finney Arnold LLP; Floyd Skeren Manukian Langevin, LLP; Garcia Hernandez Sawhney LLP; Grant, Genovese & Baratta, LLP; Greenberg Traurig LLP; Groveman Hiete LLP; Gutierrez, Preciado & House, LLP (SBE); Hanger, Steinberg, Shapiro & Ash, ALC; Hanna Brophy MacLean McAleer & Jensen LLP; Harris & Associates (SBE); Harrison, Eichenberg & Murphy LLP; Hawkins Delafield Wood LLP; Hayford Felchin Valencia & McWhorter LLP; Hurrell Cantrall LLP; Jackson Lewis PC; Jones Day; Kegel, Tobin & Truce, APC; Kessel & Megrabyan (SBE); Koeller Nebeker Carlson Haluck LLP; Laughlin, Falbo, Levy & Moresi LLP; Law Offices of Weitzman & Estes (SBE); Lewis Brisbois Bisgaard & Smith LLP; Liebert Cassidy Whitmore; Liebman, Quigley & Sheppard; Littler Mendelson PC; Lozano Smith; Meyers Nave Riback Silver & Wilson; Michael

## ATTACHMENT B

### **REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

Sullivan & Associates LLP; Olivarez Madruga Lemieux O'Neill LLP; Orbach Huff Suarez & Henderson LLP; Orrick Herrington & Sutcliffe LLP; Peacock Piper Tong & Voss LLP; Peterson Bradford Burkwitz (SBE); Pillsbury Winthrop Shaw Pittman LLP; Russell Legal Group (SBE); Sanders Roberts; Strumwasser & Woocher LLP (SBE); Theodora Oringer PC; Tobin Lucks LLP; and Vanderford & Ruiz LLP (SBE)

Approval to execute fourteen (14) formally competed retainer agreements to be added to the existing\* bench of fifty-nine (59) agreements via “refresh” to provide outside counsel legal services to support the Office of the General Counsel (OGC). The aggregate value of these retainer agreements remains the same at \$250,000,000 as previously approved by the Board ([Board Report Nos. 233-20/21, 319-20/21, and 216-21/22](#)). The authority to increase or decrease the amounts of these agreements will be limited to the aggregate value of \$250,000,000.

These services are necessary to supplement the legal services bench to provide additional capacity to defend the District in personal injury lawsuits filed by third parties alleging they suffered injuries arising out of sexual abuse molestation, vehicular accidents, fighting/bullying incidents at schools, premises liability, wrongful death, brain traumas, etc.

The addition of 14 formally competed retainer agreements, will allow for robust representation of the District in lawsuits against insurance carriers for failing to defend and/or indemnify the District in those types of personal injury cases. Currently, since California Assembly Bill (AB) 218 was passed, the District has had to confront a substantial increase in the filing of these lawsuits and there is an urgent demand for more law firms with these specific areas of expertise to support the OGC’s efforts. The capacity of the existing Outside Legal Services Bench in this specific area of specialization has exceeded its limits. An expansion of the existing legal services bench contracts with the addition of fourteen (14) law firms, will increase the OGC’s opportunity and access to these services, bolster the District’s efforts in the continuation of needed legal services to support the ongoing and anticipated litigation workload and accomplish the goal of empowering the OGC to defend the District effectively and successfully against these lawsuits.

The initial Request for Proposal (RFP) was conducted in 2020, fifty-nine (59) proposals were received, and all were deemed qualified. An RFP “refresh” was conducted in 2023, fourteen (14) proposals were received, and all were deemed exceptionally qualified. The Source Selection Committee was comprised of members of the Office of the General Counsel (OGC). Proposals were evaluated based on the following factors: Price/Cost Proposal, Qualifications and Experience of the Firm and Personnel, Diversity, Equity, and Inclusion (DEI) Plan, Small Business Enterprise (SBE) Utilization Program and Work-Based Learning Partnership (WBLP). Contracts were awarded to the responsible Law Firms whose proposals met the requirements stated in the RFP.

This action supports all the strategies listed in Pillars 2 and 3. The related strategic plan pillars and priorities and how it ties to this procurement are as follows: *Strategic Plan Pillar #2 – Joy and Wellness*, the focal point is to ensure safe, welcoming environments for students to better foster positive outcomes with emphasis on building strong social-emotional skills, resulting in whole-child well-being, and fostering strong school attendance and reduction in absenteeism/truancy. This pillar ties into the District’s core value of equity, improving overall safety at schools and increasing the number of students who feel safe at school free from abuse, bullying, sexual assault,

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

molestation, etc. *Strategic Plan Pillar #3* - Engagement and Collaboration, the central point here, is to build stronger relationships between the District and the wider community, improve the lines of communication, and establish a path to collaborative approach to resolving issues which will result in overall student success. This pillar ties into all three of the District's core values of equity, collaboration, and excellence.

**Contract Term:** 11/15/23 through 12/31/25

Initial Authorized Value: \$12,500,000

1<sup>st</sup> Authorized Value Increase: \$50,000,000

2<sup>nd</sup> Authorized Value Increase: \$187,500,000

**Aggregate Value For Seventy-Three (73) Contracts: \$250,000,000**

**Requester:**

Devora Navera Reed, General Counsel

Office of the General Counsel

**Equity Impact:**

Not applicable.

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**A. APPROVAL OF PROFESSIONAL SERVICES CONTRACTS**

**NEW CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item F**

**INTERSCHOLASTIC ATHLETIC DEPARTMENT \$0**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Home Town Ticketing, Inc.;	4400011708	Not applicable	\$0
Huddle Tickets, LLC, dba GoFan	4400011709 (RFP 2000002746)		

Approval of formally competed bench of two contracts to provide digital ticketing services in support of the Los Angeles Unified School District’s Athletic and Associated Student Body programs. Contractors will be providing the following services District-wide: maintenance of full-service online digital ticketing platform; customer service support to school representatives/users on weekdays, evenings, and weekends; maintenance and reporting of payments/ transactions; and payments to schools/clients of funds generated via customer purchases. Any school hosting events may opt to use the digital ticketing platforms for purchases of entry tickets. This will minimize the handling of large amounts of cash, promoting school personnel safety and financial transparency.

The digital ticketing services aim to transition from cash and paper tickets to digital ticketing platforms with the ability to sell tickets online for student athletic events, graduations, proms, as well as other events requiring tickets for entry. Also, the use of digital ticketing services will meet the California Interscholastic Federation (CIF) Playoff requirements. Services will be of no cost to the District and participating schools will receive all the ticket face value minus fees and taxes deposited into their Associated Student Body accounts. Vendors will collect a minimal percent fee per ticket from the purchaser.

Four proposals were received and two were found qualified. The source selection committee consisted of subject matter experts from the Interscholastic Athletics Department, Division of Operations and Budget Services and Financial. Proposals were evaluated based on the following criteria: qualifications and experience of firm; project approach; fees for services; Small Business Enterprise (SBE) participation; and Work-Based Learning Partnership (WBLP) plan. Vendors in the competitive range were considered for award.

Home Town Ticketing, Inc. has been in business since 2016 and has provided ticketing services to clients such as Hillsborough County Public Schools, CIF Oakland Athletic League Commissioner, Minneapolis Public Schools, and Nevada Interscholastic Activities Association.

Huddle Tickets, LLC has been in business since 2001 and has provided ticketing services to large school district partners such as San Diego Unified School District (USD), Fresno USD, Miami-Dade County Public Schools, Atlanta Public Schools, and Houston Independent SD.

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

The bench of contracts supports the District’s Strategic Plan Pillar 2: Joy and Wellness by promoting health and wellness services through expanded opportunities for athletics, physical education and community events.

**Contract Term:** 12/01/23 through 11/30/28, includes two (2) one-year renewal options

**Contract Value:** \$0 (No cost to the District)

**Requester:**

Trenton Cornelius, Coordinator  
Interscholastic Athletic Department

**Equity Impact:**

<b>Component</b>	<b>Score</b>	<b>Score Rationale</b>
<b>Recognition</b>	<b>4</b> Actively recognizes and specifies historical inequities to correct	Standardizes the process of event ticket purchase(s) of Districtwide events.
<b>Resource Prioritization</b>	<b>4</b> Effectively prioritizes resources based on student need	Requires less personnel to manage, large cash handling, and events supervision.
<b>Results</b>	<b>4</b> Extremely likely to result in closed opportunity gaps and/or closing achievement gaps	Product will help generate revenue at all our schools.
<b>TOTAL</b>	<b>12</b>	

**ATTACHMENT B**

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**B. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS**

Authority to award contracts for furnishing equipment, supplies and general services. The total amount is only an estimate since the expenditures made against contracts are based upon purchases and/or approved invoices.

**NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item G**

**INFORMATION TECHNOLOGY SERVICES \$15,000,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>H. Co. Computer Products, Inc., dba ThinkCP Technologies; Graybar Electric Co., Inc.;</b>	4400012029 4400012040 4400012041	Various per requesting school or office	\$15,000,000
<b>Malor &amp; Co., Inc.</b>	(IFB 2000003124)	(100%)	

Approval of formally competed capacity contracts through an Invitation for Bid (IFB) process to be used by District IT Services to purchase components/parts for repairs or installation of information technology hardware and equipment for schools and offices districtwide. The authority to increase or decrease individual amounts of these contracts will be limited to the aggregate amount of \$15,000,000.

The requested products will be procured by District IT Services at a discounted price through contracts. Furthermore, procurement of products through an IFB ensures the awarded components/parts will be compatible with LAUSD's hardware and equipment.

Three qualified bids were received and reviewed by three staff from Information Technology Services (ITS). The three winning bidders are the lowest, responsive and responsible bidders. Two out of the three awarded vendors (H. Co. and Graybar) have provided reliable, low-cost products to the District through purchase orders for over 10 years: H. Co. has been doing business with the District since 2013 and Graybar has been doing business with the District since 2013. Malor is a new vendor to the District with 11 years of experience in the business. Malor's major customers are located in New York: JB Corporation, Nassau County, and Enterprise Rental Car.

These contracts support the District's Strategic Plan Pillar 4: Operational Effectiveness Priority 4B: Modernizing Infrastructure. The District IT Services' ability to purchase components/parts for repairs or installation of Information Technology hardware and equipment is necessary for the improvement and maintenance of state-of-the-art facilities and for providing access to modern technology.

**ATTACHMENT B**  
**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER**  
**DELEGATED AUTHORITY**

**Contract Term:** 12/01/23 through 11/30/26

**Aggregate Value For Three (3) Contracts:** \$15,000,000

**Requester:**

Soheil Katal, Chief Information Officer  
Information Technology Services

**Equity Impact:**

Not applicable.

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

## C. APPROVAL OF DONATION

**Item H****OFFICE OF ENVIRONMENTAL HEALTH & SAFETY****\$0**

Approval of donation of marine fossil bone bed to the California State University Channel Islands and Cabrillo Marine Aquarium.

During construction at the San Pedro High School Comprehensive Modernization Project, a shallow marine fossil bone bed from the Miocene Epoch (13 million years ago) was discovered. The Natural History Museum of Los Angeles is currently selecting important fossil materials for curation as required by paleontological compliance obligations. The remaining fossil rocks are of no value and to be donated to California State University Channel Islands and Cabrillo Marine Aquarium.

**Term:** One-time donation

**Value:** \$0

**Requester:**

Carlos Torres, Director  
Office of Environmental Health & Safety

**Equity Impact:**

Not applicable.

# TAB 2



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-058-23/24, **Version:** 1

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### **Approval of Facilities Contracts Actions**

**November 14, 2023**

### **Procurement Services Division - Facilities Contracts**

#### **Action Proposed:**

Ratify the Procurement Services Division (PSD) contract actions taken by Facilities Contracts under delegated authority as listed in Attachment "A" including: award of advertised construction contracts; award of job order contract amendments; approval of change orders; completion of contracts; award of informal contracts; award of architectural and engineering contracts; award of professional/technical services amendment; extra services/amendments for architectural and engineering contracts and approve the proposed contracts listed in Attachment B including swimming pool repair and maintenance services task order contracts, concrete repair task order contracts and commissioning provider services contract capacity increase amendment.

#### **Background:**

Facilities Contracts staff prepares monthly reports for contract actions necessary for the execution of projects approved by the Board and contained in the FSD Strategic Execution Plan (SEP), and for the maintenance and operation of District facilities in accordance with District policies and Board-delegated authority. As described in the November 12, 2013, Board Report #048-13/14 Informative, detailed information is provided on the Facilities Services website.

#### **Expected Outcomes:**

Approval of these items will allow services provided by these contracts to proceed in support of FSD projects, District policies and goals, and the Board-approved FSD-SEP.

#### **Board Options and Consequences:**

The Board can approve all actions presented or postpone selected actions pending receipt of additional information. Non-ratification of actions awarded under delegated authority in Attachment "A" will result in the immediate discontinuance of services. While non-ratification may be legally defensible, it will likely result in costly litigation over discontinued payments or if the District attempts to reclaim payments made to a vendor. District costs will likely increase as fewer contractors compete for future procurements.

#### **Policy Implications:**

This action does not change District policy and conforms to California Education Code section 17604 that permits the Board of Education to delegate authority for Facilities Contracts (Board Report #444-17/18), which the Board exercised on May 08, 2018.

#### **Budget Impact:**

The contract actions presented are within the budget authority previously approved by the Board. Unless indicated otherwise, all contract actions are Bond funded.

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**File #:** Rep-058-23/24, **Version:** 1

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**Student Impact:**

The contract actions will help ensure that the students are provided with safe and healthy environments, and up-to-date facilities that promote learning.

**Equity Impact:**

Not Applicable.

**Issues and Analysis:**

There are no policy implications on these agreements.

**Attachments:**

Attachment “A” - Ratification of Facilities Contracts Actions Awarded Under Delegated Authority

Attachment “B” - Approval of Facilities Contracts Actions Not Under Delegated Authority

Previously adopted Board report(s) referenced:

- in the background [Board Report #048-13/14](#), [https://drive.google.com/file/d/1Wflyn9Un6v4zJ3Bvz6fHbEj9OQmOM3vy/view?usp=share\\_link](https://drive.google.com/file/d/1Wflyn9Un6v4zJ3Bvz6fHbEj9OQmOM3vy/view?usp=share_link) dated November 12, 2013, Informative.
- in the Policy Implications [Board Report #444-17/18](#) [https://drive.google.com/file/d/1vVz3n-jn2POh4M1nEY87pgFmeSALW-nP/view?usp=share\\_link](https://drive.google.com/file/d/1vVz3n-jn2POh4M1nEY87pgFmeSALW-nP/view?usp=share_link), dated May 08, 2018.

**Informatives:**

Not Applicable.

**Submitted:**

10/17/23

**RESPECTFULLY SUBMITTED,**

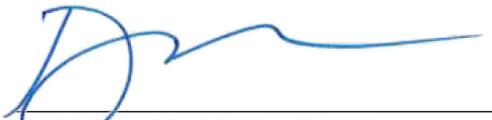
**APPROVED BY:**

  
ALBERTO M. CARVALHO  
Superintendent

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

**REVIEWED BY:**

**APPROVED:**

  
DEVORA NAVERA REED  
General Counsel

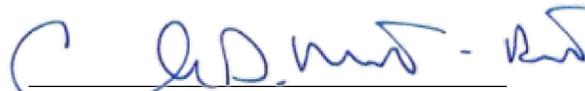
  
SUNG YON LEE  
Deputy Chief Business Officer  
Business Services and Operations

Approved as to form.

**REVIEWED BY:**

**APPROVED & PRESENTED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

  
CHRISTOPHER MOUNT-BENITES  
Chief Procurement Officer  
Procurement Services Division

Approved as to budget impact statement.

**REVIEWED BY:**

  
KRISZTINA TOKES  
Chief Facilities Executive

Approved as to facilities impact.

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item A**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Geronimo Concrete, Inc. (SBE)</b>	2310059 / 4400012075	<u>State Street EEC</u> Campus Upgrade Board Member: <u>Jackie Goldberg</u>	<i>Bond Funds</i> (100%)	\$1,231,477

Ratification of formally competed contract from five (5) bids received to provide campus upgrades as authorized on November 14, 2017 ([Board Report No. 188-17/18](#)).

Project will provide 1 restroom that complies with the Americans with Disabilities Act (ADA), renovate an existing conference room to convert into the Principal's office including electrical upgrades for power and data, and provide a new 7-stall faculty parking lot, with ADA upgrades as necessary including path of travel access to the main entrance. Additionally, the project will provide a new 8-foot-high chain link fence. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 2005. Facilities Services Division and Early Childhood Education Division staff identified site as having no ADA accessible restrooms to ensure compliance with California Plumbing Code, Section 422.1.

**Contract Term:** 10/04/23 through completion

**Contract Value:** \$1,231,477

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item B**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Danny Letner, Inc., dba Letner Roofing Company</b>	2310062 / 4400012013	<u>Palms MS</u> Roofing Board Member: <u>Dr. George J. McKenna III</u>	<i>Bond Funds</i> (100%)	\$4,233,519

Ratification of formally competed contract selected from three (3) bids received to provide roofing upgrades as authorized on September 14, 2021 ([Board Report No. 036-21/22](#)).

Project provides approximately 156,947 square feet of new roofing sitewide, including the installation of new gutters and downspouts and painting of affected areas. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 1990. The project was awarded to the lowest responsive responsible bidder.

**Contract Term:** 10/02/23 through completion

**Contract Value:** \$4,233,519

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item C**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>California Certified Construction and Electrical, Inc. (SBE)</b>	2410000 / 4400012131	<u>Locke EEC</u> Outdoor Classroom Board Member: <u>Tanya Ortiz Franklin</u>	<i>Bond Funds</i> (100%)	\$2,686,000

Ratification of formally competed contract selected from seven (7) bids received to provide an outdoor classroom project at Locke Early Education Center, as authorized on June 12, 2018 ([Board Report No. 487-17/18](#)).

Project will create outdoor learning spaces that provide learning opportunities and support children's interaction with the natural world. The outdoor learning spaces are divided into distinct activity areas to provide a wide-ranging mix of educational activities that support children with a variety of needs and learning styles. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 2016. The project was awarded to the lowest responsive responsible bidder.

**Contract Term:** 09/25/23 through completion

**Contract Value:** \$2,686,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item D**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Masters Contracting Corp. (SBE)</b>	2410002 / 4400012014	<u>Manual Arts HS</u> Athletic Field Lighting Board Member: <u>Dr. George J. McKenna III</u>	<i>Bond Funds</i> (100%)	\$1,497,000

Ratification of formally competed contract selected from three (3) bids received to provide athletics field lighting at Manual Arts High School, as authorized on September 15, 2020 ([Board Report No. 024-20/21](#)).

The project will install four lighting poles at the track/football field. Poles will be 90 feet and 100 feet tall with a total of 54 LED fixtures. The electrical room will also receive upgrades. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 1986. The project was awarded to the lowest responsive responsible bidder.

**Contract Term:** 09/15/23 through completion

**Contract Value:** \$1,497,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item E**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>R Brothers, Inc., (SBE)</b>	2410003 / 4400012098	<u>Manual Arts HS</u> Wellness Center Renovation Board Member: <u>Dr. George McKenna III</u>	<i>Bond Funds</i> (100%)	\$1,299,000

Ratification of formally competed contract selected from three (3) bids received to deliver the wellness center renovation/expansion project at Manual Arts High School, as authorized on December 13, 2016 ([Board Report No. 207-16/17](#)).

Project provides alteration to the 2,200 square-foot existing Wellness Center building. The scope of work includes the reconfiguration of four medical exam rooms into dental rooms, providing a new staff lounge, a new hallway, and expanding to the community waiting area. The project also includes the installation of a new rooftop HVAC unit, Americans with Disabilities Act (ADA) upgrades to the staff restroom, an accessible secure remote entry gate from the sidewalk, and a new fire alarm system. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 2012. The project was awarded to the lowest responsive responsible bidder.

**Contract Term:** 09/25/23 through completion

**Contract Value:** \$1,299,000

**Requester:**

Greg Garcia, Director  
Project Execution  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## A. AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item F**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Masters Contracting Corp. (SBE)</b>	2410004 / 4400012111	<u>Normont EEC</u> Outdoor Classroom Board Member: <u>Tanya Ortiz Franklin</u>	<i>Bond Funds</i> (100%)	\$1,935,000

Ratification of formally competed contract selected from seven (7) bids received to provide an outdoor classroom project at Normont Early Education Center, as authorized on June 12, 2018 ([Board Report No. 487-17/18](#)).

The project will create outdoor learning spaces that provide learning opportunities and support children's interaction with the natural world. The outdoor learning spaces are divided into distinct activity areas to provide a wide-ranging mix of educational activities that support children with a variety of needs and learning styles. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

The contractor has worked with the District since 1986. The project was awarded to the lowest responsive responsible bidder.

**Contract Term:** 09/22/23 through completion

**Contract Value:** \$1,935,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## JOB ORDER CONTRACT AMENDMENTS

**Item G**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Telenet VoIP, Inc. (SBE)</b>	2330012 / 4400011663 (2330012.01)	Districtwide Job Order Contract Amendment	<i>Bond Funds (100%)</i>	\$1,200,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide electrical and low voltage contracting services – Category A: CCTV & intrusion alarm systems installation contracting services Districtwide.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract term including this amendment:** 05/25/23 through 05/23/24

Initial Contract Value:	\$ 500,000
*Amendment No. 1 (Executed Date: 09/20/23)	\$1,200,000

**Aggregate Contract Value: \$1,700,000**

**Requester:**

Soheil Katal, Chief Information Officer  
Information Technology Services

\* *Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## JOB ORDER CONTRACT AMENDMENTS

**Item H**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Telenet VoIP, Inc. (SBE)</b>	2330014 / 4400011664 (2330014.01)	Districtwide Job Order Contract Amendment	<i>Bond Funds (100%)</i>	\$3,000,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide electrical and low voltage contracting services – Category B: public address (PA) and telephone installation contracting services Districtwide.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract term including this amendment:** 05/25/23 through 05/23/24

Initial Contract Value:	\$ 500,000
*Amendment No. 1	\$3,000,000
<i>(Executed Date: 09/19/23)</i>	

**Aggregate Contract Value: \$3,500,000**

**Requester:**

Soheil Katal, Chief Information Officer  
Information Technology Services

\* *Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

**Item I****B. APPROVAL OF CHANGE ORDERS**

September 2023 = \$5,186,441

		<u>QUANTITY</u>	<u>AMOUNT</u>
	i. New Construction contract change orders that do not individually exceed 10 percent for September 2023 (Average Transaction: \$20,536; Median Transaction: \$13,312)	40	\$821,438
	ii. New Construction contract credit change orders for September 2023:	3	<\$51,634>
	iii. Existing Facilities contract change orders that do not individually exceed 15 percent for September 2023 (Average Transaction: \$15,253; Median Transaction: \$6,288):	298	\$4,545,473
	iv. Existing Facilities contract credit change orders for September 2023:	17	<\$128,836>
	v. Existing Facilities contract change orders that individually exceed 15 percent (but do not exceed 25 percent) for September 2023, requiring 75 percent approval by the Board:	0	\$0

<b>C.</b>	<b>COMPLETION OF CONTRACTS – September 2023</b>	17	\$9,813,077
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<b>D.</b>	<b>AWARD OF INFORMAL CONTRACTS (Not Exceeding \$109,300)</b>		
	A & B Letters for September 2023 (Average Transaction: \$45,603; Median Transaction: \$30,339)	14	\$638,439

ATTACHMENT A

RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

H. AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item J**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Morrissey Associates, Inc. (SBE)	2320029/ 4400011674	186 <sup>th</sup> Street ES Accessibility Enhancement Project Board Member: <u>Tanya Ortiz Franklin</u>	Bond Funds (100%)	\$451,219

Ratification of design contract to provide architectural and engineering services procured via RFQ R-13019.

Architectural and engineering services for site investigation/preliminary planning, construction documents, bid/proposal and award, and construction and closeout phases for the Accessibility Enhancement / Voluntary Barrier Removal project as authorized on June 13, 2023 ([Board Report No. 280-22/23](#)).

The 186th St. Elementary School site spans 8.34 acres and is comprised of one traditional K-5 elementary program. The building area is approximately 63,631 square feet and includes 15 single-story permanent building, one multi-story permanent buildings and 15 relocatable buildings. The permanent buildings were constructed between 1920 and 2007. As of the 2022-2023 Electronic Capacity Assessment Review (E-CAR), the school served 634 students and currently 80 have been identified as having a disability. The site has been assigned a Category Two accessibility level. In order to meet the criteria for Category Two, various upgrades to 11 buildings are required, including: corrections, installation, or replacement of 14 restroom upgrades, five drinking fountains, 27 path of travel upgrades, two assembly seat upgrades, one parking lot upgrade, one TMP ramp, other miscellaneous upgrades, and any other required improvements or mitigations to ensure compliance with local, state and/or federal facilities requirements.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 09/15/23 through closeout

**Contract Value:** \$451,219

**Requester:**

Aaron Bridgewater, Director  
Asset Management  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## H. AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item K**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>tBP/Architecture, Inc. (SBE)</b>	2420001/ 4400011911	<u>95<sup>th</sup> Street ES</u> Outdoor Learning Environment Project Board Member: <u>Dr. George J. McKenna III</u>	<i>Bond Funds (100%)</i>	\$153,418

Ratification of design contract to provide architectural and engineering services procured via RFQ R-19012.

Architectural and engineering services for site investigation/preliminary planning, construction document, bid/proposal and award, construction administration and closeout for the outdoor learning environment project at 95<sup>th</sup> Street Elementary School, as authorized on March 27, 2023 ([Board Report No. 192-22/23](#)). The project includes, but is not limited to, removal of one excess relocatable building and adjacent asphalt to provide additional green space on the school by constructing an approximately 2,000 square foot outdoor learning space with landscaping, shaded seating areas, shade structure, internet connectivity, outdoor sink, and accessibility improvements.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 08/18/23 through closeout

**Contract Value:** \$153,418

**Requester:**

Aaron Bridgewater, Director  
Asset Management  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## H. AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item L**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>tBP/Architecture, Inc. (SBE)</b>	2420002/ 4400011884	<u>Barrett ES</u> Outdoor Learning Environment Project Board Member: <u>Dr. George J. McKenna III</u>	<i>Bond Funds (100%)</i>	\$156,163

Ratification of design contract to provide architectural and engineering services procured via RFQ R-19012.

Architectural and engineering services for site investigation/preliminary planning, construction document, bid/proposal and award, construction administration and closeout for the outdoor learning environment project at Barrett Elementary School, as authorized on March 27, 2023 ([Board Report No. 192-22/23](#)). The project is approximately 2,000 square feet and serves as a gathering/classroom space with an active hands-on lab space to create a natural learning environment for students. The scope includes the removal of two excess relocatable buildings, site adaption which will include landscape, shaded seating areas, shade structure, internet connectivity, outdoor sink, informational signage, chalkboard, storage, utility connections, ADA improvements to parking, restroom, drinking fountains and path of travel.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 08/17/23 through closeout

**Contract Value:** \$156,163

**Requester:**

Aaron Bridgewater, Director  
Asset Management  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## H. AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item M**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>tBP/ Architecture, Inc. (SBE)</b>	2420004/ 4400011912	<u>Victory Boulevard ES</u> Outdoor Learning Environment Project Board Member: <u>Kelly Gonez</u>	<i>Bond Funds (100%)</i>	\$138,861

Ratification of design contract to provide architectural and engineering services procured via RFQ R-19012.

Architectural and engineering services for site investigation/preliminary planning, construction document, bid/proposal and award, construction administration and closeout for the outdoor learning environment project at Victory Boulevard Elementary School, as authorized on March 27, 2023 ([Board Report No. 192-22/23](#)). The project includes, but not limited to, removal of one excess relocatable building and adjacent asphalt to provide additional green space on the school by constructing an approximately 2,000 square foot outdoor learning space with landscaping, shaded seating areas, shade structure, internet connectivity, outdoor sink, and accessibility improvements.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 08/18/23 through closeout

**Contract Value:** \$138,861

**Requester:**

Aaron Bridgewater, Director  
Asset Management  
Facilities Services Division

ATTACHMENT A

RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

I. AWARD OF PROFESSIONAL/TECHNICAL SERVICES AMENDMENTS

**Item N**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>NOT-TO-EXCEED AMOUNT</u>
<b>Branded Arts, LLC (SBE)</b>	2290011 / 4400009937 (2290011.05)	<u>Roosevelt HS</u> Comprehensive Modernization Project Board Member: <u>Dr. Rocío Rivas</u>	<i>Bond Funds</i> (100%)	\$1,980

Ratification of Amendment to increase contract capacity to manage, develop, and implement installation of three large murals at Roosevelt High School to include informational plaques.

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract term including this amendment:** 12/31/21 through 12/12/26

Initial Contract Value:	\$70,000
Amendment No. 1	\$55,000
Amendment No. 2	\$132,600
Amendment No. 3	\$166,500
Amendment No. 4	<i>Funds redistributed</i>
*Amendment No. 5	\$1,980
<i>(Executed Date: 08/29/23)</i>	

**Aggregate Contract Value: \$426,580**

**Requester:**

Aaron Bridgewater, Director  
Asset Management  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

- O. **EXTRA SERVICES / AMENDMENTS FOR ARCHITECTURAL AND ENGINEERING CONTRACTS** **\$899,147**

**Item O**

CONTRACT NOS.	1520021/4400003235; 1620152/4400004907; 1720021/4400005393; 1720048/4400005973; 1820027/4400006246; 1820027/4400006246; 1820027/4400006246; 1820030/4400006256; 1820031/4400006280; 1920002/4400006851; 1920003/4400006934; 1920008/4400007204; 1920012/4400007431; 2120145/4400009611; 2120147/4400009640; 2220016/4400009766; 2220020/4400009934; 2220022/4400010168
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Extra services are for design work that is not covered under the original Agreement. August Extra Services can be found [here](#).

These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

[BOE 058 Extra Services](#)

APPROVAL OF CONTRACTS NOT UNDER DELEGATED AUTHORITY

A. APPROVAL OF TECHNICAL SERVICES TASK ORDER CONTRACTS \$18,000,000  
(PCC 20118.5-9)

Item P

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>
Aqua Source	2480013/4400012092
Aquatec Construction, Inc.	2480014/4400012093
California Commercial Pools, Inc.	2480015/4400012094
Horizon Mechanical Contractors of California (SBE)	2480016/4400012095
Knorr Systems Int'l, LLC	2480017/4400012096
Sea-Clear Pools, Inc.	2480018/4400012097

Authorization to award six (6) formally competed task order contracts to provide swimming pool repair and maintenance services Districtwide and supplement 7.0 full-time equivalent staff on an as-needed basis, procured via IFB R-23008. The authority to increase or decrease individual amounts for these contracts will be limited to \$3,000,000 each.

Contract Term: 12/01/23 through 11/30/24 plus four (4) one-year renewal options

NOT-TO-EXCEED AGGREGATE AMOUNT  
\$18,000,000\* (100% Restricted Maintenance Funds)

Requester:  
India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

**ATTACHMENT B  
APPROVAL OF CONTRACTS NOT UNDER DELEGATED AUTHORITY**

**A. APPROVAL OF TECHNICAL SERVICES TASK ORDER CONTRACTS (PCC 20118.5-.9) \$15,000,000**

**Item Q**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>
Century Paving, Inc. (SBE)	2480008/4400012031
Jack Cardani Construction, Inc. (SBE)	2480009/4400012032
Martinez Landscape Co, Inc. (SBE)	2480010/4400012033
PaveWest, Inc.	2480011/4400012034
R Brothers, Inc. (SBE)	2480012/4400012035

Authorization to award five (5) formally competed task order contracts to provide asphaltic concrete repair services Districtwide, procured via IFB R-24006. The authority to increase or decrease individual amounts for these contracts will be limited to \$3,000,000 each.

Contract Term: 12/01/23 through 11/30/24 plus four (4) one-year renewal options

**NOT-TO-EXCEED AGGREGATE AMOUNT**  
\$15,000,000\* (100% Restricted Maintenance Funds)

Requester:  
India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

APPROVAL OF CONTRACTS NOT UNDER DELEGATED AUTHORITY

**B. APPROVAL OF PROFESSIONAL SERVICES CONTRACT CAPACITY INCREASE AMENDMENT \$3,000,000\***

**Item R**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>
3QC, Inc	2090003/4400007859
alliancePROJECT, Inc.	2090004/4400007905
Alpers Engineering Group LLC	2090005/4400007906
Capital Engineering Consultants, Inc.	2090006/4400007907
Digital Energy, Inc.	2090007/4400007908
Engineering Economics, Inc.	2090008/4400007891
FGI Farnsworth Group, Inc.	2090009/4400007892
Jacobs Engineering Group, Inc.	2090010/4400007893
Sindoni Consulting & Management Services, Inc.	2090011/4400007894
TMCx Solutions, LLC	2090012/4400007895
Trinity Systems	2090013/4400007896

Authorization to increase capacity of bench of eleven (11) formally competed contracts to provide commissioning provider services selected via RFQ R-19034. The authority to increase or decrease individual amounts for these formally competed contracts will be limited to the total aggregate amount \$8,000,000.00. The amount awarded per firm will be based upon the needs of the Program.

Contract Term: 12/01/19 through 11/30/23, plus one (1) one-year renewal option

Original Value: \$5,000,000  
 \*Additional Requested Value: \$3,000,000

NOT-TO-EXCEED AGGREGATE AMOUNT  
 \$8,000,000\* (100% Bond Funds)

Requester:  
 Aaron Bridgewater, Director  
 Asset Management  
 Facilities Services Division

# TAB 3



## Board of Education Report

[Return to the Order of Business](#)

**File #:** Rep-073-23/24, **Version:** 1

### **Approve the Redefinition of the 32<sup>nd</sup> Street USC Magnets Major Modernization Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

#### **Facilities Services Division**

#### **Action Proposed:**

Approve the redefinition of the 32<sup>nd</sup> Street USC Magnets (32<sup>nd</sup> St./USC) Major Modernization Project (Project) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The Board of Education (Board) previously approved site due diligence, planning, and feasibility activities for the Project. The redefinition action, if approved, will incorporate the full scope, budget, and schedule required to address the most critical physical conditions and essential safety issues at the school site. The Project includes but are not limited to:

The temporary relocation of the 32<sup>nd</sup> St./USC Magnets programs off-site during construction due to inadequate space to construct interim housing on the site. As such, the Project will be implemented in two phases that include, but are not limited to:

#### Phase 1

- Temporarily relocate 32<sup>nd</sup> St./USC to the former and soon-to-be vacant Downtown Business Magnet (DBM) campus during construction.
- Provide and install two kindergarten classrooms in relocatable buildings and kindergarten play area at DBM.
- Reconfigure minor amount of demountable partitions, if necessary, at DBM.

#### Phase 2

- Construction of approximately (23) general and specialty classrooms and support spaces.
- Demolish (23) classrooms and restrooms in (13) uncertified relocatable buildings and (1) storage building.
- Painting the exterior of existing permanent buildings remaining after construction is complete.
- Addition of greening landscape, hardscape, and infrastructure upgrades including, but not limited to, sanitary sewer, water, storm water, and electrical utilities.
- Improvements to ensure compliance with the Americans with Disabilities Act (ADA), Division of the State Architect (DSA), California Environmental Quality Act (CEQA), Department of Toxic Substances Control (DTSC), local, state, and federal requirements.
- Relocate the 32<sup>nd</sup> St./USC program back to newly renovated campus once the Project is completed.

The budget for the redefined Project is \$107,959,859. Construction of the Phase 1 scope is anticipated to begin in the fourth quarter of 2025 and be completed in the third quarter of 2026. Construction of the Phase 2 scope on the 32<sup>nd</sup> St./USC campus is anticipated to begin in the third quarter of 2026 and be completed in the fourth quarter of 2028.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the Project including budget modifications.

**Background:**

On August 24, 2021, the Board adopted an update to the School Upgrade Program (SUP) to integrate Measure RR funding and priorities into its operational framework and approved the Measure RR Implementation Plan (Implementation Plan) to help guide the identification of sites and development of project proposals. The Implementation Plan included, among other things, the development of seven major modernization projects, one in each Board District.

On October 12, 2021, the Board approved the project definition for the due diligence, planning, and feasibility activities necessary to propose scope recommendations, budget, and schedule for a major modernization project at 32<sup>nd</sup> St./USC. In the first quarter of 2022, staff commenced studying the site's physical conditions by gathering and analyzing significant data and information including, but not limited to, seismic and historic evaluations, site surveys and infrastructure analysis (including topographic, geological, and utility surveys), and educational programming.

32<sup>nd</sup> St./USC is located within the boundaries of Region South and Board District 1 (Dr. George McKenna) and provides Kindergarten - 12<sup>th</sup> grade programs including the Visual and Performing Arts Magnet Program for elementary students and Media Arts and Engineering Magnet Programs for the secondary students. The site spans 3.67 acres and has 13 portable buildings, 1 storage building, and 3 permanent admin/classroom buildings. The buildings were constructed between 1949 and 2010. As of the 2022-2023 Electronic Capacity Assessment Review (E-CAR), the school served approximately 890 students.

The former DBM campus is located at 1081 West Temple Street, Los Angeles CA 90012, in Region East, and Board District 2 (Dr. Rocio Rivas). The campus was vacated by Downtown Business Magnet High School in the Summer of 2022 and currently serves as interim space for Rise Kohyang High School operated by Bright Star Schools. A portion of the site houses KLCS Education Foundation (KLCS), which will remain in place while 32<sup>nd</sup> St./USC temporarily occupies the site.

**Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 02, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully complete the Facilities SEP.

**Expected Outcomes:**

Approval of the proposed Project redefinition and amendment to the Facilities SEP to incorporate therein. The approval will enable staff to proceed with the implementation of the proposed Project.

The Project, once completed, will help ensure that students attending 32<sup>nd</sup> St./USC are provided with safe and healthy environments that promote learning. The proposed Project will remove relocatable buildings on site, providing 21<sup>st</sup> century general and specialty classrooms, upgrade site infrastructure, accessibility, landscaping, and hardscaping to improve the learning environment. The Project will also decrease the demand for repair and maintenance and alleviate the burden placed on school-site administration and custodial staff. While the projects are underway, the local economy will benefit from tax revenue and new jobs.

**Board Options and Consequences:**

Adoption of the proposed action will authorize staff to proceed with the expenditure of Bond Program funds and begin the environmental reviews and clearances, design, procurement, and other activities necessary to implement the proposed Project.

If staff's proposal is not approved, the activities discussed above will not commence and 32<sup>nd</sup> St./USC will continue to operate with buildings, grounds and site infrastructure that have critical physical conditions that limit or constrain program accessibility; or negatively impact the school's ability to deliver the instructional program or operate efficiently. Furthermore, students, staff, and the community will not benefit from the significant facilities improvements being proposed.

**Policy Implications:**

The proposal does not impact Los Angeles Unified policy. It furthers implementation of the update to the SUP to integrate Measure RR funding and priorities into its operational framework. Furthermore, the proposal is consistent with the District's long-term goal to address unmet school facilities needs and significantly improve the conditions of aging and deteriorating school facilities as described in the District's local bond measures K, R, Y, Q, and RR. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 4 Operational Effectiveness Modernizing Infrastructure by upgrading facilities to support the instructional program.

**Budget Impact:**

The budget for the Project is \$107,959,859. The Project will be funded by Bond Program funds targeted in the SUP for major modernizations, upgrades, and reconfigurations to school campuses.

The Project budget was prepared based on the current information known, and assumptions about the Project scopes, site conditions, and market conditions. The Project budget will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of the Project.

**Student Impact:**

The Project, once completed, will help ensure that students attending 32<sup>nd</sup> St./USC are provided with a safe and healthy environment that promotes learning.

**Equity Impact:**

The intent of the major modernization project is to address buildings and grounds that pose a safety concern and have the greatest need for upgrades with emphasis placed on seismic safety, reducing Los Angeles Unified's reliance on relocatable buildings, and addressing the most critical/severe physical conditions. While the Project is extensive in nature, less critical items may not be addressed. This approach allows the District to reach more schools with the limited funding available.

**Issues and Analysis:**

32<sup>nd</sup> St./USC currently has 45 classrooms, which includes 23 classrooms in relocatable buildings. The Project will demolish the 23 relocatable classrooms and replace them with 23 general and specialty classrooms in a new permanent building(s).

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The recommended scope, schedule and budget for the design and construction of the Project was developed based on lessons learned from developing previous modernization projects, the Core Principles to Scoping Major Modernization Projects (Core Principles), and DSA directives. Utilizing the Core Principles helps ensure a consistent, transparent, and equitable approach in the planning, design, and construction of major modernization projects. Staff applied the Core Principles and considered the school site's most critical and significant issues, the opportunity to make the greatest improvement to the school site with the least amount of impact to school operations and considers the future development and improvement of the site.

The Core Principles are as follows:

1. Buildings meeting Assembly Bill 300 criteria for seismic evaluation may be addressed, to the extent feasible, with a focus on those determined to have a high seismic vulnerability, through retrofit, removal, or seismic modernization, which will be determined based on an assessment of the seismic vulnerability of the building(s), the historic context of the building/site, actual or potential impact to the learning environment, site layout, and the approach that best ensures compliance with DSA requirements.
2. The buildings, grounds and site infrastructure that have significant/severe physical conditions that already do or are highly likely in the near future to pose a health and safety risk, or negatively impact a school's ability to deliver the instructional program and/or operate may be addressed by repair or replacement.
3. The District's reliance on relocatable buildings, especially for K-12 instruction, should be reduced.
4. Necessary and prioritized upgrades will be made throughout priority school sites in order to comply with the program accessibility requirements of the ADA Title II Regulations, and the District's Self-Evaluation and Transition Plan under Title II of the ADA.
5. The exterior conditions of the school site will be enhanced including landscape and hardscape improvements around new buildings and/or areas impacted by construction and the painting of building exteriors throughout the school site.
6. Outdoor learning environments will be developed where the site layout and project planning provide the opportunity.

The Project will be fully coordinated with other ongoing projects at the 32<sup>nd</sup> St./USC campus as they move forward.

The Office of Environmental Health and Safety will evaluate the Project in accordance with CEQA.

**Attachments:**

Exhibit A - BOC Resolution

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**Link Materials:**

Previously adopted Board Reports referenced in the Background section:

- Adopted August 24, 2021: Board Report No. 027-21/22  
<<https://drive.google.com/file/d/1LJdE5OA6AmwRpIHiY7TIHh0J36i8z5XG/view?usp=sharing>>
- Adopted October 12, 2021: Board Report No. 085-21/22  
<[https://drive.google.com/file/d/1v7nv9Xldz7rz6Cxkvgm17t\\_lQETrBA2L/view?usp=sharing](https://drive.google.com/file/d/1v7nv9Xldz7rz6Cxkvgm17t_lQETrBA2L/view?usp=sharing)>

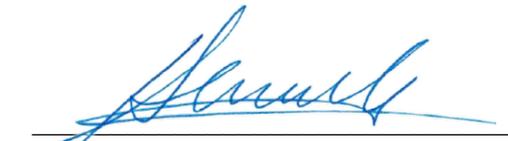
**Informatives:**

None

**Submitted:**

09/12/23

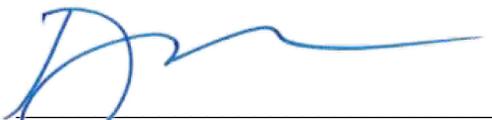
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

Approved as to form.

**APPROVED BY:**

  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

**REVIEWED BY:**

  
ROLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

**PRESENTED BY:**

  
AARON BRIDGEWATER  
Director of Facilities Planning & Development  
Facilities Services Division

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

**Neelura Bell**

CA Charter School Association

**Chad Boggio**

L.A. Co. Federation of Labor AFL-CIO

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Aleigh Lewis**

L.A. City Controller's Office

**Patrick MacFarlane**

Early Education Coalition

**Jennifer McDowell**

L.A. City Mayor's Office

**Brian Mello**

Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**31<sup>st</sup> District PTSA**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight****Consultants**

Government Financial Services Joint

Powers Authority

**RESOLUTION 2023-28****BOARD REPORT 073-23/24****RECOMMENDING BOARD APPROVAL OF THE REDEFINITION OF THE 32<sup>ND</sup> STREET USC MAGNETS MAJOR MODERNIZATION PROJECT AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes that the Board of Education (Board) approve the redefinition of the 32<sup>nd</sup> Street USC Magnets (32<sup>nd</sup> St./USC) Major Modernization Project (Project), as described in Board Report 073-23/24, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, and authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the Project including budget modifications; and

WHEREAS, The redefinition action, if approved, will incorporate the full scope, budget, and schedule required to address the most critical physical conditions and essential safety issues at the school site. The Project includes the temporary relocation of the 32<sup>nd</sup> St./USC Magnets programs off site during construction due to limited site areas. As such, the Project will be implemented in two phases that include but are not limited to:

Phase 1

- Temporarily relocate 32<sup>nd</sup> St./USC to the former Downtown Business Magnet (DBM) campus during construction.
- Provide and install two kindergarten classrooms in relocatable buildings and kindergarten play area at DBM.
- Reconfigure minor amount of demountable partitions, if necessary, at DBM.

Phase 2

- Construction of approximately (23) general and specialty classrooms and support spaces.
- Demolish (23) classrooms and restrooms in (13) relocatable buildings and (1) storage building.
- Painting the exterior of existing permanent buildings remaining after construction is complete.
- Addition of greening landscape, hardscape, and infrastructure upgrades including, but not limited to, sanitary sewer, water, storm water, and electrical utilities.
- Improvements to ensure compliance with the Americans with Disabilities Act (ADA), Division of the State Architect (DSA), California Environmental Quality Act (CEQA), Department of Toxic Substances Control (DTSC), local, state, and federal requirements.

**RESOLUTION 2023-28  
RECOMMENDING BOARD APPROVAL OF THE REDEFINITION OF THE 32<sup>ND</sup> STREET/USC  
MAGNETS MAJOR MODERNIZATION PROJECT AND AMEND THE FACILITIES SERVICES  
DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

- Relocate the 32nd St./USC program back to newly renovated campus once the Project is completed.

The budget for the redefined Project is \$107,959,859 and will be funded by Bond Program funds targeted in the School Upgrade Program for major modernizations, upgrades, and reconfigurations to school campuses. Construction of the Phase 1 scope is anticipated to begin in the fourth quarter of 2025 and be completed in the third quarter of 2026. Construction of the Phase 2 scope on the 32nd St./USC campus is anticipated to begin in the third quarter of 2026 and be completed in the fourth quarter of 2028; and

WHEREAS, 32<sup>nd</sup> St./USC is located within the boundaries of Region South and Board District 1 (Dr. George McKenna) and provides Kindergarten – 12<sup>th</sup> grade programs including the Visual and Performing Arts Magnet Program for elementary students and Media Arts and Engineering Magnet Programs for the secondary students. The site spans 3.67 acres and has 13 portable buildings, 1 storage building, and 3 permanent admin/classroom buildings. The buildings were constructed between 1949 and 2010. As of the 2022-2023 Electronic Capacity Assessment Review, the school served approximately 890 students; and

WHEREAS, The former DBM is located at 1081 West Temple Street, Los Angeles CA 90012, in Region East, and Board District 2 (Dr. Rocio Rivas). The campus was vacated by Downtown Business Magnet High School in the Summer of 2022 and currently serves as interim space for Rise Kohyang High School operated by Bright Star Schools. A portion of the site houses KLCS Education Foundation (KLCS) which will remain in place while 32<sup>nd</sup> St./USC temporarily occupies the site; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified’s ability to successfully complete the Facilities SEP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee recommends that the Board of Education approve the redefinition of the 32<sup>nd</sup> St./USC Magnets Major Modernization Project with a budget of \$107,959,859 and amend the Facilities SEP to incorporate therein, as described in Board Report No. 073-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Oversight Committee’s website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the Oversight Committee and the District

ADOPTED on November 02, 2023, by the following vote:

AYES: 13

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 1

*/Margaret Fuentes/*

Margaret Fuentes  
Chair

*/Michael Hamner/*

D. Michael Hamner  
Vice-Chair

# TAB 4



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-074-23/24, **Version:** 1

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### **Define and Approve Two Wellness Center Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

**Facilities Services Division and Office of the Chief Medical Director**

#### **Action Proposed:**

Define and approve two new Wellness Center projects at Los Angeles High School and Wilmington Middle School STEAM Magnet as described in Exhibit A (Projects) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for the proposed Projects is \$45,000,000.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the proposed Projects including budget modifications and the purchase of equipment and materials.

#### **Background:**

On August 24, 2021, the Board of Education (Board) adopted an update to the School Upgrade Program (SUP) to integrate Measure RR funding and priorities into its operational framework. The updated SUP framework and the Measure RR Implementation Plan help guide the identification of sites and development of project proposals, which meet the goals of and priorities for Measure RR.

Funding has been prioritized within the SUP to develop new Wellness Centers and/or expand existing Wellness Centers in areas identified to have the highest need for healthcare facilities determined by various health risk indicators. New Wellness Center projects fall under the SUP category of need for School Upgrades and Reconfigurations to Support Wellness, Health, Athletics, Learning, and Efficiency (WHALE).

Los Angeles Unified is proud to host approximately 20 Wellness Centers on school campuses throughout the District. Wellness Centers integrate and coordinate care for students and their families. Wellness Centers are Los Angeles Unified-built facilities operated by outside medical providers/partners who focus on prevention, education, early intervention, and screening.

In 2022, the Office of the Chief Medical Director completed the Wellness Phase 3 Strategic Roadmap that updated the data mapping and analysis from the previous wellness plans and gathered input from stakeholders to identify the areas with highest need for healthcare facilities. The Office of the Chief Medical Director and Facilities Services Division further assessed school sites within the high priority areas and engaged school administrators to determine which campuses have available space and capacity to accommodate new or expanded wellness centers. Los Angeles High School and Wilmington Middle School STEAM Magnet met the above criteria and have feasible site conditions for developing new Wellness Centers.

After potential school sites were identified for the development of new Wellness Center facilities, the Office of the Chief Medical Director completed a competitive selection process to solicit and select a healthcare provider

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to operate each new Wellness Center. The selected healthcare providers for the new Wellness Centers are shown in Exhibit A.

The proposed Projects will provide comprehensive medical, dental, and mental health services for students, families, and community members.

The proposed Projects are located in Region West, Board District 1 (Dr. George McKenna) and Region South, Board District 7 (Tanya Ortiz Franklin).

**Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 02, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate the successful implementation of the Facilities SEP.

**Expected Outcomes:**

Define and approve the proposed Projects and amend the Facilities SEP to incorporate therein. Approval will authorize staff to proceed with the implementation of the proposed Projects and expenditure of Bond Program funds.

The proposed Projects, once completed, will provide modern healthcare facilities that offer access to free and low-cost comprehensive medical, dental, and mental health services to students, families, and community members. The proposed Projects will also benefit the local economy by creating tax revenue and new jobs.

**Board Options and Consequences:**

Approval will allow staff to further develop, design, and construct the new Wellness Center facilities as described in Exhibit A.

If staff's proposal is not approved, the proposed Projects will not commence, and the students and communities of each school will not be provided with the opportunity to benefit from the services of a new Wellness Center.

**Policy Implications:**

The proposal does not impact Los Angeles Unified policy. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 2 Joy and Wellness by investing and operating modern healthcare facilities that support the health and well-being of students, families, and community members.

**Budget Impact:**

The combined budget for the proposed Projects is \$45,000,000. The proposed Projects will be funded with Bond Program funds earmarked for school upgrades and reconfigurations to support wellness, health, athletics, learning, and efficiency.

The Project budgets were prepared based on the current information known, and assumptions about each Project's scope, site conditions, and market conditions. The Project budgets will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of the proposed Projects.

**Student Impact:**

The proposed Projects, once completed, will provide new Wellness Centers that offer comprehensive health services to approximately 2,330 students.

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**Equity Impact:**

Funds are allocated for prospective school sites that are in areas identified to have the highest need for healthcare facilities and have adequate space and capacity on the school's campus to construct a new Wellness Center.

**Issues and Analysis:**

Staff will implement all opportunities and coordinate with school administrators to minimize construction impacts on school operations and the surrounding neighborhoods. The proposed Projects include the replacement of existing green spaces with new garden areas and a natural grass play field. A portion of the existing green spaces are anticipated to be unavailable during construction. Staff will utilize all possible opportunities to reduce impacts on the existing green spaces. The proposed Projects also include the removal of existing relocatable buildings.

The Office of Environmental Health and Safety (OEHS) will evaluate the proposed Projects in accordance with the California Environmental Quality Act (CEQA).

**Attachments:**

Exhibit A: Healthcare Providers, Scope, Budget, and Schedule for Two Wellness Center Projects

Exhibit B: BOC Resolution

**Link Material:**

Previously adopted Board Report referenced in the Background section:

- Adopted August 24, 2021: [Board Report No. 027-21/22](https://drive.google.com/file/d/1ws0cZ4p0q8GGavT-ICD_KuDFpXTUzhcx/view?usp=sharing)

**Informatives:**

None

**Submitted:**

10/16/23

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**APPROVED BY:**

  
DR. SMITA MALHOTRA  
Chief Medical Director  
Office of the Chief Medical Director

Approved as to budget impact statement.

**PRESENTED BY:**

  
AARON BRIDGEWATER  
Director of Facilities Planning and Development  
Facilities Services Division

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
Board of Education Report**

**Exhibit A**

**Healthcare Providers, Scope, Budget, and Schedule for Two Wellness Center Projects**

**1. Los Angeles High School – Wellness Center Project**

*Region West, Board District 1 (Dr. George McKenna)*

The project includes, but is not limited to:

- Approximately 6,000 square feet of new construction and related site improvements, including a parking lot, fencing, gates, landscape, hardscape, and infrastructure improvements.
- The removal of seven existing relocatable buildings.
- The replacement of the existing natural grass play field impacted by the new wellness center, with a new natural grass play field.
- Improvements to ensure compliance with local, state, and federal requirements including from the Americans with Disabilities Act (ADA), Division of the State Architect (DSA), California Environmental Quality Act (CEQA), and Department of Toxic Substances Control (DTSC).

The healthcare provider, Eisner Health, would operate the new wellness center and provide medical, dental, and mental health services to students, families, and community members.

Project Budget: \$23,700,000

Project Schedule: Construction is anticipated to begin in Q2-2026 and be completed in Q2-2028.

**2. Wilmington Middle School STEAM Magnet – Wellness Center Project**

*Region South, Board District 7 (Tanya Ortiz Franklin)*

The project includes, but is not limited to:

- Approximately 6,000 square feet of new construction and related site improvements, including a parking lot, fencing, gates, landscape, hardscape, and infrastructure improvements.
- The removal of the existing agriculture building.
- The replacement of the existing garden areas impacted by the new wellness center with new garden areas.
- The replacement of the existing outdoor fenced storage area impacted by the new wellness center.
- Improvements to ensure compliance with local, state, and federal requirements including from the ADA, DSA, CEQA, and DTSC.

The healthcare provider, Wilmington Community Clinic, would operate the new wellness center and provide medical, dental, and mental health services to students, families, and community members.

Project Budget: \$21,300,000

Project Schedule: Construction is anticipated to begin in Q2-2026 and be completed in Q2-2028.

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

**Neelura Bell**

CA Charter School Association

**Chad Boggio**

L.A. Co. Federation of Labor AFL-CIO

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Aleigh Lewis**

L.A. City Controller's Office

**Patrick MacFarlane**

Early Education Coalition

**Jennifer McDowell**

L.A. City Mayor's Office

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Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**31<sup>st</sup> District PTSA**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight Consultants**

Government Financial Services Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**RESOLUTION 2023-29****BOARD REPORT 074-23/24****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO WELLNESS CENTER PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, Los Angeles Unified School District (Los Angeles Unified or District) Staff proposes that the Board of Education (Board) define and approve two new Wellness Center projects at Los Angeles High School and Wilmington Middle School STEAM Magnet (Projects), and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, as described in Board Report No. 074-23/24; and

WHEREAS, District Staff also requests that the Board authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary to implement the proposed projects; and

WHEREAS, Funding has been prioritized within the School Upgrade Program (SUP) to develop new Wellness Centers and/or expand existing Wellness Centers in areas identified to have the highest need for healthcare facilities determined by various health risk indicators; and

WHEREAS, Projects to provide new Wellness Centers fall under the SUP category of need for School Upgrades and Reconfigurations to Support Wellness, Health, Athletics, Learning, and Efficiency (WHALE); and

WHEREAS, The Office of the Chief Medical Director completed the Wellness Phase 3 Strategic Roadmap that updated the data mapping and analysis from the previous wellness plans and gathered input from stakeholders to identify the areas with highest need for healthcare facilities; and

WHEREAS, The Office of the Chief Medical Director and Facilities Services Division further assessed school sites within the high priority areas and engaged with school administrators to determine which

**RESOLUTION 2023-29**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO WELLNESS CENTER PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

campuses have available space and capacity to accommodate new or expanded Wellness Centers; and

WHEREAS, Los Angeles High School and Wilmington Middle School STEAM Magnet met the above criteria and feasible site conditions for developing new Wellness Centers; and

WHEREAS, The proposed Projects will provide modern healthcare facilities that offer access to free and low-cost comprehensive medical, dental, and mental health services to students, families, and community members; and

WHEREAS, The combined budget for the proposed Projects is \$45,000,000. The proposed Projects will be funded with Bond Program funds earmarked for school upgrades and reconfigurations to support wellness, health, athletics, learning, and efficiency; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified’s ability to successfully implement the Facilities SEP; and

WHEREAS, the District’s Office of General Counsel has stated that they have concluded that expenditures of the intended bond funds for these projects are legally permissible under State and Federal law including with respect to the applicable federal tax-exempt bond requirements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee (BOC) recommends that the Board define and approve two Wellness Center Projects at Los Angeles High School and Wilmington Middle School STEAM Magnet, and amend the Facilities SEP, accordingly, as described in Board Report No. 074-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified Board and posted on the BOC’s website.
3. Los Angeles Unified is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the BOC and Los Angeles Unified.

ADOPTED on November 02, 2023, by the following vote:

AYES: 13  
NAYS: 0

ABSTENTIONS: 0  
ABSENCES: 1

*/Margaret Fuentes/*  
Margaret Fuentes  
Chair

*/Michael Hamner/*  
D. Michael Hamner  
Vice-Chair

# TAB 5



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-102-23/24, **Version:** 1

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### **Define and Approve Two Charter School Facilities Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

#### **Facilities Services Division**

#### **Action Proposed:**

Define and approve two proposed projects to provide upgrades for Los Angeles Unified School District (Los Angeles Unified or District) facilities currently occupied by charter schools and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for the proposed projects, as listed on Exhibit A, is \$17,218,991.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the proposed projects, including budget modifications and the purchase of equipment and materials.

#### **Background:**

The School Upgrade Program (SUP) - the current phase of Los Angeles Unified's Bond Program - supports the development of projects that upgrade, modernize, and replace aging and deteriorating school facilities, update technology, and address facilities inequities in order to help improve student health, safety, and educational quality. The SUP includes a spending target entitled "Charter School Facilities Upgrades and Expansions." Projects developed under this category of need are included in the Facilities SEP.

Charter school facilities upgrade projects developed under this category of need are subject to assessment of the conditions and needs of the school building/site systems and components of District facilities occupied by charter schools, input from the charter school community, and development of an implementation plan by District staff.

The project proposals contained in this Board Report will upgrade the gymnasium bleachers at El Camino Real Charter High School and provide synthetic track and field event area upgrades along with replacement of the natural turf football/soccer field at Alain Leroy Locke College Preparatory Academy. Please see Exhibit A for additional details.

#### **Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 2, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

**Expected Outcomes:**

Staff anticipates that the Board of Education will define and approve two charter school facilities upgrade projects and amend the Facilities SEP to incorporate therein. Approval will authorize staff to proceed with the implementation of the proposed projects to improve student health, safety and educational quality at District facilities currently occupied by charter schools.

**Board Options and Consequences:**

Adoption of the proposed action will authorize staff to proceed with the expenditure of Bond Program funds to undertake the project proposals in accordance with the provisions set forth in Los Angeles Unified local bond measures. If the proposed action is not approved, Bond Program funds will not be expended, and the school site system needs will remain unaddressed.

**Policy Implications:**

The proposal is consistent with Los Angeles Unified's long-term goal to address unmet school facilities needs and significantly improve the conditions of aging and deteriorating school facilities as described in Los Angeles Unified local bond measures. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 4 Operational Effectiveness Modernizing Infrastructure by upgrading charter school facilities.

**Budget Impact:**

The total combined budget for the proposed projects is \$17,218,991. The proposed projects will be funded with Bond Program funds earmarked specifically for charter school facilities upgrades and expansions.

The project budgets were prepared based on the current information known and assumptions about the proposed project scope, site conditions, and market conditions. Individual project budgets will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of each proposed project.

**Student Impact:**

The proposed projects continue Los Angeles Unified's ongoing efforts to undertake improvements at District facilities that help ensure the approximately 4,800 students attending the schools are provided with safe school environments that promote teaching and learning.

**Equity Impact:**

Building components/systems in the worst condition, especially those that pose a safety hazard and/or will negatively impact school operations and other building systems if not addressed, will be addressed first.

**Issues and Analysis:**

It may be necessary to undertake feasibility studies, site analyses, scoping and/or due diligence activities on the proposed projects prior to initiating design. As necessary, the Office of Environmental Health and Safety (OEHS) will evaluate the proposed projects in accordance with the California Environmental Quality Act (CEQA) to ensure compliance. If through the planning and design process it is determined that the proposed project scopes will not sufficiently address the critical needs identified, the project scopes, schedules and budgets will be revised accordingly.

**Attachments:**

Exhibit A - Charter School Facilities Upgrade Projects

Exhibit B - BOC Resolution

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**File #:** Rep-102-23/24, **Version:** 1

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**Informatives:**

None

**Submitted:**

10/07/23

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

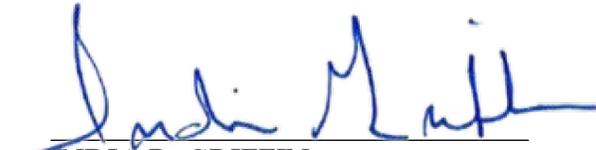
  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

✓ Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance and Operations

✓ Approved as to budget impact statement.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**

**Exhibit A**  
**Charter School Facilities Upgrade Projects**

**1. El Camino Real Charter High School – Project to Upgrade Gymnasium Bleachers**

- *Board District 3 – Scott Schmerelson*
- *Project Background and Scope* - Replace original manual bleachers in the Main Gymnasium with new motorized telescoping bleachers.
- *Project Budget* – \$1,506,290
- *Project Schedule* – Construction is anticipated to begin in Q3 2025 and conclude in Q4 2025.

**2. Locke College Preparatory Academy – Project to Provide Synthetic Track and Field Event Area Upgrades and Replace the Natural Turf**

- *Board District 7 – Tanya Ortiz Franklin*
- *Project Background and Scope* – Renovate the deteriorated track and field with a new synthetic track, new field event facilities (long jump, triple jump, high jump, pole vault and shotput), natural grass football/soccer field with new goals and posts, new scoreboard, new irrigation and drainage, and provide accessibility upgrades.
- *Project Budget* – \$15,712,701
- *Project Schedule* – Construction is anticipated to begin in Q4 2025 and conclude in Q4 2026.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE**

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

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**Brian Mello**

Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**

31<sup>st</sup> District PTSA

**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**Joseph P. Buchman – Legal Counsel**

Burke, Williams & Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight**

**Consultants**

Government Financial Services Joint

Powers Authority

**RESOLUTION 2023-36**

**BOARD REPORT 102-23/24**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO CHARTER SCHOOL FACILITIES UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes that the Board of Education define and approve two projects to provide upgrades for Los Angeles Unified School District (Los Angeles Unified or District) facilities currently operated by charter schools (charter facilities upgrade projects), as described in Board Report 102-23/24 attached hereto, for a combined budget of \$17,218,991, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, and authorize the Chief Procurement Officer and/or the Chief Facilities Executive, and/or their designee(s), to execute all instruments necessary to implement the Projects; and

WHEREAS, The School Upgrade Program (SUP) develops projects that upgrade, modernize, and replace aging and deteriorating school facilities, update technology, and address facilities inequities in order to help improve student health, safety, and educational quality; and

WHEREAS, The SUP includes a spending target entitled "Charter School Facilities Upgrades and Expansions" and projects developed under this category of need are included in the Facilities SEP; and

WHEREAS, Charter school facilities upgrade projects are subject to assessment of the conditions and needs of the school building/site systems and components of District facilities operated by charter schools, input from the charter school community, and development of an implementation plan by District staff; and

WHEREAS, The project proposals will (1) replace original manual bleachers in the Main Gymnasium with new motorized telescoping bleachers (\$1,506,290) at El Camino Real Charter High School and (2) renovate the deteriorated track and field with a new synthetic track, new field event facilities (long jump,

**RESOLUTION 2023-36****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO CHARTER SCHOOL FACILITIES UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

triple jump, high jump, pole vault and shotput), natural grass football/soccer field with new goals and posts, new scoreboard, new irrigation and drainage, and provide accessibility upgrades (\$15,712,701) at Locke College Preparatory Academy as described in Exhibit A in Board Report 102-23/24; and

WHEREAS, The Board of Education's approval of the two charter facilities upgrade projects will authorize District Staff to proceed with the implementation of the proposed projects to improve student health and safety; and

WHEREAS, The proposal is consistent with Los Angeles Unified's long-term goal to address unmet school facilities needs and significantly improve the conditions of aging and deteriorating school facilities as described in Los Angeles Unified local bond measures; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified's ability to successfully complete the Facilities SEP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Citizens' Bond Oversight Committee recommends that the Board of Education define and approve two Charter School Facilities Upgrade Projects with a combined budget of \$17,218,991, and amend the Facilities SEP to incorporate therein, as described in Board Report 102-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Oversight Committee's website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the Oversight Committee and the District.

ADOPTED on November 2, 2023, by the following vote:

AYES: 12

ABSTENTIONS: 1

NAYS: 0

ABSENCES: 1

*/Margaret Fuentes/*

\_\_\_\_\_  
Margaret Fuentes  
Chair

*/Michael Hamner/*

\_\_\_\_\_  
D. Michael Hamner  
Vice-Chair

# TAB 6



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-107-23/24, **Version:** 1

---

**Define and Approve Three Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein  
November 14, 2023  
Facilities Services Division**

**Action Proposed:**

Define and approve three Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects at Burbank Boulevard Elementary School, Clifford Math & Technology Magnet Elementary School, and Trinity Elementary School (Projects), as described in Exhibit A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for the three proposed Projects is \$350,000.

**Background:**

The SEEDS Program supports the development of projects that will enhance school sites by creating outdoor learning spaces in collaboration with school-based and community-led efforts (Program). There are two components to the Program:

1. Development of the outdoor learning space constructed by Los Angeles Unified which includes capital investments, such as asphalt removal, installation of irrigation and utilities, and any associated testing and inspection.
2. Collaboration with a school site and/or partner organization that will outfit the outdoor learning space with the plant materials and landscaping features that align with the school's instructional vision and program. This component is essential to the success of each project.

Potential projects are identified through proposals submitted by schools and/or partners. A school site by itself, or in cooperation with a partner organization, may submit a SEEDS application to receive up to \$100,000 to create or improve an outdoor learning space. An additional \$50,000 is now available to schools ranked in the top 150 on the Los Angeles Unified Greening Index of schools in need of green space (Greening Index).

The Greening Index ranks the three schools as follows: Burbank Boulevard Elementary School (35), Clifford Math & Technology Magnet Elementary School (332), and Trinity Elementary School (256), and therefore Burbank Boulevard Elementary School is eligible for the additional \$50,000 allocation.

District staff evaluates the proposals based on the specific criteria and requirements outlined in the SEEDS Program Guide to ensure each proposal meets the eligibility requirements. Proposals must include a written project narrative describing the project scope, an explanation of how the project will be integrated into the school's curriculum, and confirmation of the availability of resources to outfit and maintain the outdoor learning space. The recommended Projects included in this Board Report have been reviewed and have been found to comply with the program requirements, including feasibility and equitable distribution throughout the District.

**Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 2, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

**Expected Outcomes:**

Approval of this proposed action will enable staff to proceed with the design and construction of these three proposed Projects. Approval of these greening Projects will improve the learning environment for students, teachers, and staff, increase sustainability, and enhance the outdoor school environment.

**Board Options and Consequences:**

Approval of this proposed action will authorize staff to proceed with the expenditure of Bond Program funds to execute these proposed Projects that support educational programs related to nutrition, health, literacy, math, and science. If these proposed projects are not approved, the school sites will not benefit from the creation of these outdoor learning spaces.

**Policy Implications:**

The proposed action is consistent with the District's long-term goal to address the unmet needs of school facilities and provide students with safe and healthy learning environments. The action is also aligned with Board Resolutions that reiterate Los Angeles Unified's commitment to creating green learning spaces (Expand Sustainable Schoolyards and Environmental Initiatives and Curriculum Board Resolution adopted on April 16, 2013, Creating New School Gardens and Campus and Community-Shared Green Spaces to Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments adopted on February 9, 2021, and Green Schools for All: Equitable Funding and Expansion of Green Spaces across District Campuses adopted on September 27, 2022). The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 2 Joy and Wellness Welcoming Learning Environments by developing safe and sustainable green spaces, outdoor learning environments, and shaded areas at schools.

**Budget Impact:**

The combined project budget for the three proposed Projects is \$350,000. The Projects will be funded with Bond Program funds earmarked specifically for school upgrades and reconfigurations to support wellness, health, athletics, learning, and efficiency.

**Student Impact:**

The proposed SEEDS projects at Burbank Boulevard Elementary School, Clifford Math & Technology Magnet Elementary School, and Trinity Elementary School will provide outdoor learning spaces that create environments for student-centered, experiential, and engaged learning. These SEEDS learning gardens will facilitate educational programs related to nutrition, health, literacy, math, and science, and may also be used during recess and lunchtime by approximately 650 students. These proposed Projects also encourage and support community, student, and parent engagement through the creation of partnerships that help establish and maintain the newly developed garden spaces.

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**File #:** Rep-107-23/24, **Version:** 1

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**Equity Impact:**

Potential projects are identified through proposals submitted by schools and/or partners. A school by itself, or in cooperation with a partner organization, may submit an application for a SEEDS project for up to \$100,000. Schools ranked in the top 150 on the Greening Index will receive an additional \$50,000 for their SEEDS project. One of the three proposed projects included in this Board Report qualifies for this additional funding.

**Issues and Analysis:**

In order to ensure the long-term permanence of each SEEDS project, the school site and/or its partner organization must enter into a Maintenance Agreement that provides for the ongoing maintenance of the proposed outdoor learning space.

**Attachments:**

Exhibit A - Three SEEDS Projects

Exhibit B - BOC Resolution

**Informatives:**

None

**Submitted:**

10/10/23

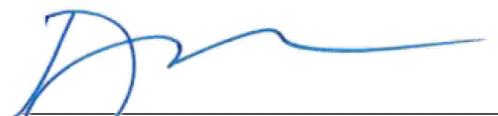
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

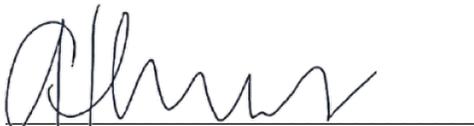
**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent, Business Services & Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

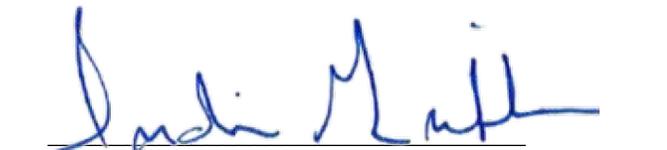
  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance & Operations  
Facilities Services Division

Approved as to budget impact statement.

## EXHIBIT A

### Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects

Item	Board District	Region	School	Partner Organization	Project Description	Project Budget <sup>1</sup>	Anticipated Construction Start	Anticipated Construction Completion
1	3	N	Burbank Boulevard Elementary School	School	Construct an outdoor learning environment of approximately 3,600 square feet. The proposed project includes the removal of asphalt and the addition of new decomposed granite, salvaged log benches, boulders, stepping stones, and native planting areas with shade trees. The school will provide the drought-tolerant shrubs and plants.	\$ 150,000	Q1-2025	Q3-2025
2	5	W	Clifford Math & Technology Magnet Elementary School	Friends of Clifford	Construct an outdoor learning environment of approximately 3,200 square feet. The proposed project includes the removal of asphalt and the addition of a music and movement area, decomposed granite, salvaged log benches and stools, flagstone pavers, raised beds, and native planting areas with shade trees. The school and/or Friends of Clifford will provide the drought-tolerant shrubs and plants.	\$ 100,000	Q1-2025	Q3-2025
3	5	E	Trinity Elementary School*	School	Construct an outdoor learning environment of approximately 3,400 square feet. The proposed project includes the removal of existing landscaping and the addition of new decomposed granite, salvaged log benches, boulder benches, mounded area with boulders, and native planting areas with shade trees. The school will provide the drought-tolerant shrubs and plants.	\$ 100,000	Q1-2025	Q3-2025
						<b>\$ 350,000</b>		

\* LAUSD school with co-located charter(s)

<sup>1</sup>Project budget reflects the design services and improvements undertaken by the District. The outfitting and maintenance of the outdoor learning space will be provided by the school site community and/or partner organization.

Greening Index:

Burbank Boulevard Elementary School Greening Index Rank No. 35

Clifford Street Math & Technology Magnet School Greening Index Rank No. 332

Trinity Street Elementary School Greening Index Rank No. 256

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE**

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

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CA Tax Reform Assn.

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L.A. City Controller's Office

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L.A. City Mayor's Office

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Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**

31<sup>st</sup> District PTSA

**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Joseph P. Buchman – Legal Counsel**

Burke, Williams & Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight**

**Consultants**

Government Financial Services Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

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**RESOLUTION 2023-33**

**BOARD REPORT 107-23/24**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THREE SUSTAINABLE ENVIRONMENT ENHANCEMENT DEVELOPMENTS FOR SCHOOLS (SEEDS) PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes the Board of Education define and approve three Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects at Burbank Boulevard Elementary School, Clifford Math & Technology Magnet Elementary School, and Trinity Elementary School (Projects), which have a total combined budget of \$350,000, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, as defined in Board Report No. 107-23/24; and

WHEREAS, The SEEDS Program was established to support the development of projects that will enhance school sites by creating outdoor learning spaces in collaboration with school-based and community-led efforts (Program); and

WHEREAS, Potential projects are identified through proposals submitted by schools and/or partners. A school site by itself, or in cooperation with a partner organization, may submit a SEEDS application to receive up to \$100,000 to create or improve an outdoor learning space. An additional \$50,000 is now available to schools ranked in the top 150 on the Los Angeles Unified Greening Index of schools in need of green space; and

WHEREAS, District Staff evaluated proposals based on the specific criteria and requirements outlined in the SEEDS Program Guide to ensure each proposal meets the eligibility requirements and includes a written project narrative describing the project scope, an explanation of how the project will be integrated into the school's curriculum, and confirmation of the availability of resources to outfit and maintain the outdoor learning space, and the projects being recommended were reviewed and are found to be in compliance with the Program requirements; and

**RESOLUTION 2023-33****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THREE SUSTAINABLE ENVIRONMENT ENHANCEMENT DEVELOPMENTS FOR SCHOOLS (SEEDS) PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, The Los Angeles Unified Greening Index ranks Burbank Boulevard Elementary School (35), Clifford Math & Technology Magnet Elementary School (332), and Trinity Elementary School (256); and

WHEREAS, Clifford Math & Technology Magnet Elementary School and Trinity Elementary School will receive \$100,000 for their proposed SEEDS Projects and Burbank Boulevard Elementary School will receive \$150,000 for its proposed SEEDS Project. The proposed Projects will be funded with Bond Program funds earmarked specifically for school upgrades and reconfigurations to support wellness, health, athletics, learning, and efficiency; and

WHEREAS, In order to ensure the long-term permanence of each SEEDS project, the school site and/or its partner organization must enter into a Maintenance Agreement that provides for the ongoing maintenance of the proposed outdoor learning space; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified's ability to successfully complete the Facilities SEP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Citizens' Bond Oversight Committee (BOC) recommends the Board of Education define and approve three SEEDS Projects at Burbank Boulevard Elementary School, Clifford Math & Technology Magnet Elementary School, and Trinity Elementary School, with a total combined budget of \$350,000, and amend the Facilities SEP to incorporate therein, as defined in Board Report No. 107-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Oversight Committee's website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the Oversight Committee and the District.

ADOPTED on November 02, 2023, by the following vote:

AYES: 13

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 1

*/Margaret Fuentes/*

Margaret Fuentes  
Chair

*/Michael Hamner/*

D. Michael Hamner  
Vice-Chair

# TAB 7



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-108-23/24, **Version:** 1

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### **Define and Approve 13 Board District Priority and Region Priority Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

#### **Facilities Services Division**

#### **Action Proposed:**

Define and approve 13 Board District Priority (BDP) and Region Priority (RP) projects, as listed on Exhibit A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for these proposed projects is \$881,561.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the proposed projects, including budget modifications and the purchase of equipment and materials.

#### **Background:**

Projects are developed at the discretion of the Board Districts and/or Regions based upon an identified need. These projects are developed with support from Facilities Services Division staff and input from school administrators.

Project scopes, schedules, and budgets may vary depending on site conditions and needs. All projects must be capital in nature and adhere to bond language and laws.

#### Bond Oversight Committee Recommendations:

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 2, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

#### **Expected Outcomes:**

Execution of these proposed projects will help improve the learning environment for students, teachers, and staff.

#### **Board Options and Consequences:**

Adoption of the proposed action will allow staff to execute the projects listed on Exhibit A. Failure to approve this proposed action will delay the projects and ultimately the anticipated benefit to the school and its students.

#### **Policy Implications:**

The requested actions are consistent with the Board-Prioritized Facilities Programs for BDP and RP projects and the District's commitment to address unmet school facilities needs and provide students with a safe and healthy learning environment. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 4 Operational Effectiveness Modernizing Infrastructure by providing capital improvements at schools.

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**File #:** Rep-108-23/24, **Version:** 1

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**Budget Impact:**

The total combined budget for the 13 proposed projects is \$881,561. Three projects are funded by Bond Program funds earmarked specifically for RP projects. Ten projects are funded by Bond Program funds earmarked specifically for BDP projects.

Each project budget was prepared based on the current information known and assumptions about the project scope, site conditions, and market conditions. Individual project budgets will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of each proposed project.

**Student Impact:**

The proposed projects will upgrade, modernize, and/or improve school facilities to enhance the safety and educational quality of the learning environment to benefit approximately 10,300 students.

**Equity Impact:**

Board Districts and Regions consider a number of factors, including equity, when identifying the need for BDP and RP projects.

**Issues and Analysis:**

This report includes a number of time-sensitive, small to medium-sized projects that have been deemed critical by Board Districts and/or Regions and school administrators.

**Attachments:**

Exhibit A - Board District Priority and Region Priority Projects  
Exhibit B - BOC Resolution

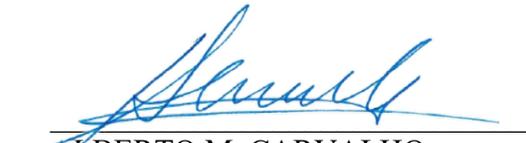
**Informatives:**

Not Applicable

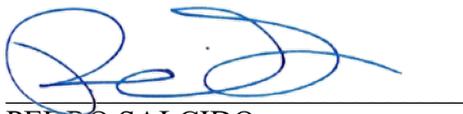
**Submitted:**

10/12/23

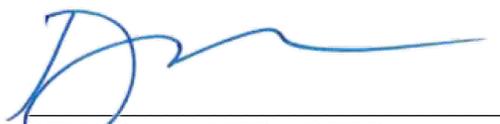
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

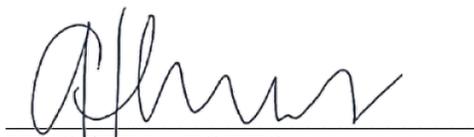
**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

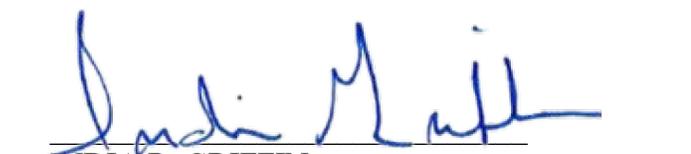
  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance and Operations

Approved as to budget impact statement.

## EXHIBIT A

### BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS

Item	Board District	Region	School	Project	Managed Program	Project Budget	Anticipated Construction Start	Anticipated Construction Completion
1	1	W	Mid-City's Prescott School of Enriched Sciences	Install motorized parking lot gate	BDP <sup>1</sup>	\$ 159,348	Q2-2024	Q3-2024
2	1	W	Virginia ES	Provide exterior lunch tables	BDP	\$ 43,441	Q1-2024	Q2-2024
3	2	E	Sheridan ES	Provide exterior lunch tables and benches	RP <sup>2</sup>	\$ 120,276	Q1-2024	Q2-2024
4	3	N	Calabash Charter Academy*	Install parking lot swing gates	BDP	\$ 54,550	Q2-2024	Q3-2024
5	4	N	Leichman Career Preparatory & Transition Center	Provide outdoor furniture	BDP <sup>3</sup>	\$ 47,360	Q1-2024	Q2-2024
6	4	N	Lokrantz Special Education Center	Provide outdoor furniture	BDP <sup>4</sup>	\$ 45,100	Q1-2024	Q2-2024
7	4	W	Whitman Continuation HS	Provide water heaters for restrooms and umbrellas for lunch tables	BDP	\$ 29,497	Q1-2024	Q1-2024
8	4	N	West Valley Occupational Center**	Provide exterior lunch tables	BDP	\$ 24,303	Q1-2024	Q2-2024
9	5	E	Fishburn ES	Provide exterior lunch tables and benches	BDP <sup>5</sup>	\$ 69,970	Q1-2024	Q2-2024
10	5	E	Stanford PC	Install new chain link privacy fence	BDP	\$ 36,298	Q4-2024	Q1-2025
11	5	E	West Vernon ES***	Install new electronic, free-standing marquee	RP <sup>6</sup>	\$ 72,754	Q3-2024	Q3-2024
12	6	N	Noble ES	Upgrade library	BDP <sup>7</sup>	\$ 107,822	Q2-2024	Q3-2024
13	7	S	Gulf ES	Install new electronic, free-standing marquee	RP	\$ 70,842	Q3-2024	Q1-2025
<b>TOTAL</b>						<b>\$ 881,561</b>		

\* LAUSD affiliated charter school

\*\*School falls within the boundary of Region North but is overseen by the Division of Adult and Career Education

\*\*\* LAUSD school with co-located charter(s)

<sup>1</sup> (Mid-City's Prescott School of Enriched Sciences) Although this is a Board District 1 (BD1) BDP project, Region West (RW) will contribute \$79,700 towards this budget. The amount will be transferred from RW's spending target to the BD1 spending target.

<sup>2</sup> (Sheridan ES) Although this is a Region East (RE) RP project, Board District 2 (BD2) will contribute \$60,100 towards this budget. The amount will be transferred from BD2's spending target to the RE spending target.

<sup>3</sup> (Leichman CTC) Although this is a Board District 4 (BD4) BDP project, Region North (RN) will contribute \$22,400 towards this budget. The amount will be transferred from RN's spending target to the BD4 spending target.

<sup>4</sup> (Lokrantz Special Education Center) Although this is a Board District 4 (BD4) BDP project, Region North (RN) will contribute \$22,600 towards this budget. The amount will be transferred from RN's spending target to the BD4 spending target.

<sup>5</sup> (Fishburn ES) Although this is a Board District 5 (BD5) BDP project, Region East (RE) will contribute \$35,000 towards this budget. The amount will be transferred from RE's spending target to the BD5 spending target.

<sup>6</sup> (West Vernon ES) Although this is a Region East (RE) RP project, Board District 5 (BD5) will contribute \$36,400 towards this budget. The amount will be transferred from BD5's spending target to the RE spending target.

<sup>7</sup> (Noble ES) Although this is a Board District 6 (BD6) BDP project, Region North (RN) will contribute \$42,800 towards this budget. The amount will be transferred from RN's spending target to the BD6 spending target.

NOTE: Budgets for marquee projects may vary depending on size, type, location, etc.

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

**Neelura Bell**

CA Charter School Association

**Chad Boggio**

L.A. Co. Federation of Labor AFL-CIO

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Aleigh Lewis**

L.A. City Controller's Office

**Patrick MacFarlane**

Early Education Coalition

**Jennifer McDowell**

L.A. City Mayor's Office

**Brian Mello**

Assoc. General Contractors of CA

**Dr. Clarence Montecarlo**

Tenth District PTSA

**William O. Ross IV**31<sup>st</sup> District PTSA**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight****Consultants**

Government Financial Services Joint

Powers Authority

**RESOLUTION 2023-34****BOARD REPORT 108-23/24****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE 13 BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes the Board of Education define and approve 13 Board District Priority and Region Priority Projects (as listed on Exhibit A of Board Report No. 108-23/24), amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, and authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s), to make any purchases associated with these projects. The total combined budget for these proposed projects is \$881,561; and

WHEREAS, Projects are developed at the discretion of the Board Districts and/or Regions based upon an identified need with support from Facilities staff and input from school administrators; and

WHEREAS, District Staff has determined the proposed projects are consistent with the District's commitment to address unmet school facilities needs and provide students with a safe and healthy learning environment; and

WHEREAS, Funding for the 13 proposed projects will come from Board District Priority Funds and Region Priority Funds; and

WHEREAS, District Staff has concluded this proposed Facilities SEP amendment will facilitate Los Angeles Unified's ability to successfully complete the Facilities SEP.

**RESOLUTION 2023-34****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE 13 BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee recommends the Board of Education define and approve 13 Board District Priority and Region Priority Projects, with a combined budget of \$881,561, and amend the Facilities SEP to incorporate therein, as described in Board Report No. 108-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Oversight Committee's website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the Oversight Committee and the District.

ADOPTED on November 2, 2023, by the following vote:

AYES: 13

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 1

*/Margaret Fuentes/*

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Margaret Fuentes  
Chair

*/Michael Hamner/*

---

D. Michael Hamner  
Vice-Chair

# TAB 8



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-110-23/24, **Version:** 1

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### **Define and Approve the John Marshall High School Synthetic Turf Field Replacement Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

#### **Facilities Services Division**

#### **Action Proposed:**

Define and approve the John Marshall High School Synthetic Turf Field Replacement Project (Project) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total budget for the proposed Project is \$5,887,414.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the proposed Project, including budget modifications and the purchase of equipment and materials.

#### **Background:**

Priorities for the expenditure of capital funding are evaluated to ensure the District's most pressing priorities are being addressed. More than 70 percent of Los Angeles Unified School District (Los Angeles Unified or District) school buildings were built more than 50 years ago, and more than \$50 billion of unfunded school facilities needs have been identified District-wide, and these needs grow every year. As the District's capital needs far exceed available funding, the most pressing unfunded critical needs will continue to be addressed based on an evaluation of known facilities conditions and needs at schools. Projects developed under this category of need, Critical Replacements and Upgrades of School Building/Site Systems and Components, will replace failing building systems that create safety concerns and are disruptive to school operations. Systems in the worst condition, especially those that pose a safety hazard and/or will negatively impact school operations and other building systems if not addressed, will be addressed first.

The proposed Project aligns with these priorities. The proposed Project will replace approximately 80,000 square feet of synthetic turf on the football field including new perimeter drainage, field cooling system, repair of the track, and accessibility upgrades to the bleachers. Construction is anticipated to begin in the fourth quarter of 2025 and be completed in the fourth quarter of 2026.

#### Bond Oversight Committee Recommendations:

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 2, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

#### **Expected Outcomes:**

Staff anticipates that the Board of Education will adopt the proposed amendment to the Facilities SEP to define and approve the proposed Project to address critical replacement and upgrade needs. Approval will authorize staff to proceed with the implementation of the proposed Project to improve student health, safety, and

educational quality.

**Board Options and Consequences:**

Adoption of the proposed action will authorize staff to proceed with the expenditure of Bond Program funds to undertake the proposed Project in accordance with the provisions set forth in Los Angeles Unified local bond measures K, R, Y, Q, and RR. If the proposed action is not approved, Bond Program funds will not be expended, and critical replacement and upgrade needs will remain unaddressed.

**Policy Implications:**

The proposal is consistent with Los Angeles Unified's long-term goal to address unmet school facilities needs and significantly improve the conditions of aging and deteriorating school facilities as described in Los Angeles Unified local bond measures. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan, Pillar 4 Operational Effectiveness, Modernizing Infrastructure by providing critical replacements and upgrades at schools.

**Budget Impact:**

The Project budget is \$5,887,414 and will be funded with Bond Program funds earmarked specifically for critical replacements and upgrades of school building/site systems and components. The Project budget was prepared based on the current information known and assumptions about the proposed Project scope, site conditions, and market conditions. The Project budget will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of the proposed Project.

**Student Impact:**

Approval of the proposed Project enables the District to continue ongoing efforts to undertake facilities improvements that help ensure the approximately 1,900 students attending John Marshall High School (Board District 2, Region West) are provided with a safe school environment that promotes teaching and learning.

**Equity Impact:**

Building components/systems in the worst condition, especially those that pose a safety hazard and/or will negatively impact school operations and other building systems if not addressed, will be addressed first.

**Issues and Analysis:**

It may be necessary to undertake feasibility studies, site analysis, scoping, and/or due diligence activities on the proposed Project prior to initiating design. As necessary, the Office of Environmental Health and Safety (OEHS) will evaluate the proposed Project in accordance with the California Environmental Quality Act (CEQA) to ensure compliance. If, through the planning and design process, it is determined the proposed Project scope will not sufficiently address the critical needs identified, the Project scope, schedule, and budget will be revised accordingly.

**Attachments:**

Exhibit A - BOC Resolution

**Informatives:**

None

**Submitted:**

10/13/23

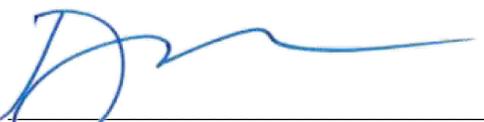
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

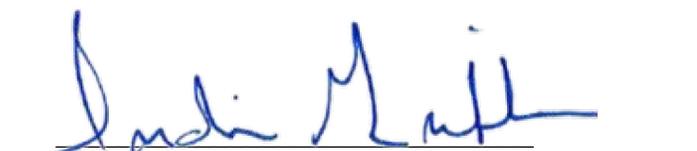
  
KRISTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance and Operations

Approved as to budget impact statement.

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

**Neelura Bell**

CA Charter School Association

**Chad Boggio**

L.A. Co. Federation of Labor AFL-CIO

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Aleigh Lewis**

L.A. City Controller's Office

**Patrick MacFarlane**

Early Education Coalition

**Jennifer McDowell**

L.A. City Mayor's Office

**Brian Mello**

Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**31<sup>st</sup> District PTSA**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight****Consultants**

Government Financial Services Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**RESOLUTION 2023-35****BOARD REPORT 110-23/24****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THE JOHN MARSHALL HIGH SCHOOL SYNTHETIC TURF FIELD REPLACEMENT PROJECT AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes that the Board of Education (Board) define and approve the John Marshall High School Synthetic Turf Field Replacement Project with a budget of \$5,887,414 (the "Project") as described in Board Report 110-23/24 attached hereto, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, and authorize the Chief Procurement Officer and/or the Chief Facilities Executive, and/or their designee(s), to execute all instruments necessary to implement the proposed Project; and

WHEREAS, Projects developed under the School Upgrade Program category of need, Critical Replacements and Upgrades of School Building/Site Systems and Components, will replace failing building systems that create safety concerns and are disruptive to school operations; and

WHEREAS, The proposed Project will replace approximately 80,000 square feet of synthetic turf on the football field including new perimeter drainage, field cooling system, repair of the track, and accessibility upgrades to the bleachers; and

WHEREAS, Construction is anticipated to begin in the fourth quarter of 2025 and be completed in the fourth quarter of 2026; and

WHEREAS, The proposed Project is consistent with the Los Angeles Unified School District (Los Angeles Unified or District)'s long-term goal to address unmet school facilities needs and significantly

**RESOLUTION 2023-35**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THE JOHN MARSHALL HIGH SCHOOL SYNTHETIC TURF FIELD REPLACEMENT PROJECT AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

improve the conditions of aging and deteriorating school facilities as described in Los Angeles Unified local bond measures; and

WHEREAS, District Staff has determined that the proposed Project is necessary to improve student health, safety and educational quality; and

WHEREAS, The Board of Education’s approval of the proposed Project will authorize District Staff to proceed with the expenditure of Bond Program funds to undertake the Project in accordance with the provisions set forth in Los Angeles Unified local bond measures K, R, Y, Q, and RR; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified’s ability to successfully complete the Facilities SEP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Citizens’ Bond Oversight Committee (BOC) recommends that the Board of Education define and approve the proposed Project with a budget of \$5,887,414, and amend the Facilities SEP to incorporate therein, as described in Board Report 110-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Oversight Committee’s website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the Oversight Committee and the District.

ADOPTED on November 2, 2023, by the following vote:

AYES: 10

ABSTENTIONS: 1

NAYS: 2

ABSENCES: 0

*/Margaret Fuentes/*

Margaret Fuentes  
Chair

*/Michael Hamner/*

D. Michael Hamner  
Vice-Chair

# TAB 9



## Board of Education Report

[Return to the Order of Business](#)

**File #:** Rep-111-23/24, **Version:** 1

### **Approve the Definition of Four Classroom Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**November 14, 2023**

#### **Facilities Services Division**

#### **Action Proposed:**

Approve the definition of four Classroom Upgrade Projects at Gompers Middle School, Los Angeles Academy Middle School, Palms Middle School, and Pacoima Middle School (Projects), as described in Exhibit A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The combined budget for the proposed Projects is \$36,535,026.

Authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the projects including budget modifications and the purchase of equipment and materials.

#### **Background:**

On August 24, 2021, the Board of Education (Board) adopted an update to the School Upgrade Program (SUP) to integrate Measure RR funding and priorities into its operational framework. The updated SUP framework and the Measure RR Implementation Plan (Implementation Plan) help guide the identification of sites and development of project proposals. The Implementation Plan included, among other priorities, the development of projects to provide upgrades focused on the interior of existing classroom spaces.

The school sites identified for the proposed Projects were deemed to have the highest need for classroom upgrades based on their overall Facilities Condition Index (FCI) score for interior classroom spaces. FCI scores indicate the remaining service life of the physical components within classroom spaces and as compared to other schools. Additionally, the priority for implementation of Classroom Upgrade Projects focused on middle school programs with the goal of attracting and retaining students transitioning from elementary to secondary education across the District's four geographic Regions.

The proposed Projects will provide upgrades to classrooms utilized for instruction, special education, and school set-asides within permanent and relocatable buildings. Each classroom within a school site has unique conditions and will be surveyed to understand deficiencies needing to be addressed. Based on the individual need of each classroom, the scope may include upgrades to technology, electrical upgrades to support new classroom technology, white boards, tack boards, window blinds, paint, and security locks. The Projects also include providing new classroom furniture, replacing damaged ceiling tiles, and other upgrades required to comply with local, state, and federal requirements.

#### **Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on November 2, 2023. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified School District's ability to

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successfully complete the Facilities SEP.

**Expected Outcomes:**

Approval of the four proposed Classroom Upgrade Projects and amendment to the Facilities SEP to incorporate therein. The approval will enable staff to proceed with the design and construction of the proposed Projects.

The upgraded classrooms, once completed, will provide facilities that support education programs and student achievement. The proposed Projects will also decrease demands for repair and maintenance, alleviate the burden on custodial staff, and benefit the local economy by creating tax revenue and new jobs.

**Board Options and Consequences:**

Adoption of the proposed action will authorize staff to proceed with the expenditure of Bond Program funds and begin the environmental reviews and clearances, design, procurement, construction, and other activities necessary to implement the proposed Projects.

If the proposal is not approved, the Projects will not commence, and the schools will not benefit from the upgrades being proposed.

**Policy Implications:**

The proposal does not impact Los Angeles Unified policy. It furthers implementation of the update to the SUP to integrate Measure RR funding and priorities into its operational framework. Furthermore, the proposal is consistent with the District's long-term goal to address unmet school facilities needs and significantly improve the conditions of aging and deteriorating school facilities as described in the District's local bond measures K, R, Y, Q, and RR. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 4 Operational Effectiveness Modernizing Infrastructure by upgrading classrooms at schools.

**Budget Impact:**

The combined budget for the four proposed Classroom Upgrade Projects is \$36,535,026. The proposed Projects will be funded by Bond Program funds in the SUP targeted for major modernizations, upgrades, and reconfiguration to school campuses.

The project budgets were prepared based on the current information known, and assumptions about the proposed project scope, site conditions, and market conditions. The project budgets will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of the proposed Projects.

**Student Impact:**

The proposed Classroom Upgrade Projects, once completed, will help ensure approximately 3,400 students attending these four schools are provided with safe, welcoming, and state-of-the-art learning environments that support student-centered, experiential, and engaged learning. The classroom upgrades will also allow schools to attract and retain future students, which builds school pride and enhances opportunities to create a positive school culture.

**Equity Impact:**

School sites represent all four Regions (North, East, South, and West) and were prioritized based on their Facilities Condition Index scores.

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**Issues and Analysis:**

Staff will implement all opportunities to minimize construction impacts on school operations and existing education programs. As necessary, the temporary use of unused classrooms, off-hour construction and other opportunities will be utilized to reduce impacts to the existing education programs at each school.

The Office of Environmental Health and Safety (OEHS) will evaluate the proposed Projects in accordance with the California Environmental Quality Act (CEQA).

**Attachments:**

Exhibit A: Scope, Budget, and Schedule for Four Classroom Upgrade Projects

Exhibit B: BOC Resolution

Previously adopted Board reports referenced in the Background section:

- Adopted August 24, 2021: Board Report No. 027-21/22  
<[https://drive.google.com/file/d/1WJNvfl\\_ATG8VbpDx6KXq4\\_w2GxmSBNJA/view?usp=sharing](https://drive.google.com/file/d/1WJNvfl_ATG8VbpDx6KXq4_w2GxmSBNJA/view?usp=sharing)>

**Informatives:**

None

**Submitted:**

10/15/23

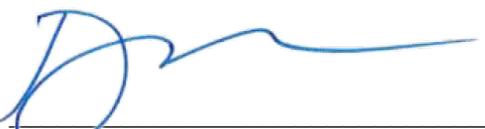
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent, Business Services and Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED BY:**

  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**PRESENTED BY:**

  
AARON BRIDGEWATER  
Director of Facilities Planning & Development  
Facilities Services Division

Approved as to budget impact statement.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**

**Exhibit A**  
**Scope, Budget, and Schedule for Four Classroom Upgrade Projects**

**1. Gompers Middle School – Classroom Upgrade Project**

*Region South, Board District 7 (Tanya Ortiz Franklin)*

The proposed project includes upgrades to the interior of approximately 42 classrooms utilized for instruction, special education, and support spaces. The scope may include, but is not limited to:

- Technology upgrades such as:
  - Installation of new interactive display boards.
  - Upgrading sound enhancement devices for teacher oration.
- Limited electrical upgrades to support new classroom technology.
- Installation of new and/or renovation of white boards/tack boards.
- Purchase and installation of new classroom furniture.
- Upgrades to window blinds.
- Painting of classroom interior surfaces.
- Installation of security locks.
- Replacement of ceiling tiles as needed.
- Requirements from the ADA, DSA, CEQA, DTSC, or other improvements to ensure compliance with local, state, and federal requirements.

Project Budget: \$7,252,899

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q1-2025 and be completed in Q2-2026.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**

**Exhibit A**  
**Scope, Budget, and Schedule for Four Classroom Upgrade Projects**

**2. Los Angeles Academy Middle School - Classroom Upgrade Project**  
*Region East, Board District 7 (Tanya Ortiz Franklin)*

The proposed project includes upgrades to the interior of approximately 59 classrooms utilized for instruction, special education, and support spaces. The scope may include, but is not limited to:

- Technology upgrades such as:
  - Installation of new interactive display boards.
  - Upgrading sound enhancement devices for teacher oration.
- Limited electrical upgrades to support new classroom technology.
- Installation of new and/or renovation of white boards/tack boards.
- Purchase and installation of new classroom furniture.
- Upgrades to window blinds.
- Painting of classroom interior surfaces.
- Installation of security locks.
- Replacement of ceiling tiles as needed.
- Requirements from the Americans with Disabilities Act (ADA), Division of the State Architect (DSA), California Environmental Quality Act (CEQA), Department of Toxic Substances Control (DTSC), or other improvements to ensure compliance with local, state, and federal requirements.

Project Budget: \$9,613,195

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q1-2025 and be completed in Q2-2026.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**

**Exhibit A**  
**Scope, Budget, and Schedule for Four Classroom Upgrade Projects**

**3. Pacoima Middle School - Classroom Upgrade Project**

*Region North, Board District 6 (Kelly Gonez)*

The proposed project includes upgrades to the interior of approximately 64 classrooms utilized for instruction, special education, and support spaces. The scope may include, but is not limited to:

- Technology upgrades such as:
  - Installation of new interactive display boards.
  - Upgrading sound enhancement devices for teacher oration.
- Limited electrical upgrades to support new classroom technology.
- Installation of new and/or renovation of white boards/tack boards.
- Purchase and installation of new classroom furniture.
- Upgrades to window blinds.
- Painting of classroom interior surfaces.
- Installation of security locks.
- Replacement of ceiling tiles as needed.
- Requirements from the ADA, DSA, CEQA, DTSC, or other improvements to ensure compliance with local, state, and federal requirements.

Project Budget: \$10,618,588

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q1-2025 and be completed in Q2-2026.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**

**Exhibit A**  
**Scope, Budget, and Schedule for Four Classroom Upgrade Projects**

**4. Palms Middle School – Classroom Upgrade Project**

*Region West, Board District 1 (George McKenna)*

The proposed project includes upgrades to the interior of approximately 56 classrooms utilized for instruction, special education, and support spaces. The scope may include, but is not limited to:

- Technology upgrades such as:
  - Installation of new interactive display boards.
  - Upgrading sound enhancement devices for teacher oration.
- Limited electrical upgrades to support new classroom technology.
- Installation of new and/or renovation of white boards/tack boards.
- Purchase and installation of new classroom furniture.
- Upgrades to window blinds.
- Painting of classroom interior surfaces.
- Installation of security locks.
- Replacement of ceiling tiles as needed.
- Requirements from the ADA, DSA, CEQA, DTSC, or other improvements to ensure compliance with local, state, and federal requirements.

Project Budget: \$9,050,344

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q1-2025 and be completed in Q2-2026.

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

**D. Michael Hamner, FAIA, Vice-Chair**

American Institute of Architects

**Samantha Rowles, Secretary**

LAUSD Student Parent

**Robert Campbell, Executive Committee**

L.A. Co. Auditor-Controller's Office

**Scott Pansky, Executive Committee**

L.A. Area Chamber of Commerce

**Neelura Bell**

CA Charter School Association

**Chad Boggio**

L.A. Co. Federation of Labor AFL-CIO

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Aleigh Lewis**

L.A. City Controller's Office

**Patrick MacFarlane**

Early Education Coalition

**Jennifer McDowell**

L.A. City Mayor's Office

**Brian Mello**

Assoc. General Contractors of CA

**Dr. Clarence Monteclaro**

Tenth District PTSA

**William O. Ross IV**31<sup>st</sup> District PTSA**Connie Yee (Alternate)**

L.A. Co. Auditor-Controller's Office

**Vacant**

AARP

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

**Lori Raineri and Keith Weaver – Oversight****Consultants**

Government Financial Services Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

**RESOLUTION 2023-37****BOARD REPORT 111-23/24****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE FOUR CLASSROOM UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, Los Angeles Unified School District (Los Angeles Unified or District) Staff proposes that the Board of Education (Board) define and approve four Classroom Upgrade Projects at Gompers Middle School, Los Angeles Academy Middle School, Palms Middle School, and Pacoima Middle School (Projects), and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, as described in Exhibit A to Board Report No. 111-23/24; and

WHEREAS, District Staff also requests that the Board authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary to implement the proposed Projects; and

WHEREAS, The proposed Projects will provide upgrades to classrooms utilized for instruction, special education and school set-asides within permanent and relocatable buildings. Each classroom within a school site has unique conditions and will be surveyed to understand deficiencies needing to be addressed. Based on the individual need of each classroom, the scope may include upgrades to technology, electrical upgrades to support new classroom technology, white boards, tack boards, window blinds, paint, and security locks. The proposed Projects also include providing new classroom furniture, replacing damaged ceiling tiles, and other upgrades required to comply with local, state, and federal requirements; and

WHEREAS, The combined budget for the four proposed Classroom Upgrade Projects is \$36,535,026. The proposed Projects will be funded with Bond Program funds targeted in the School Upgrade Program for major modernizations, upgrades, and reconfigurations to school campuses; and

**RESOLUTION 2023-37  
RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE FOUR CLASSROOM  
UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC  
EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff has concluded that this proposed Facilities SEP amendment will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee (BOC) recommends that the Board define and approve four Classroom Upgrade Projects at Gompers Middle School, Los Angeles Academy Middle School, Palms Middle School, and Pacoima Middle School, and amend the Facilities SEP, accordingly, as described in Board Report No. 111-23/24, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified Board and posted on the BOC's website.
3. Los Angeles Unified is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the BOC and Los Angeles Unified.

ADOPTED on November 2, 2023, by the following vote:

AYES: 12

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 2

*/Margaret Fuentes/*

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Margaret Fuentes  
Chair

*/Scott Pansky/*

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Scott Pansky  
Executive Committee Member

# TAB 10



## Board of Education Report

[Return to the Order of Business](#)

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### **Authorization to Execute and Approve the Updated Project Stabilization Agreement**

**November 14, 2023**

**Facilities Services Division**

#### **Action Proposed:**

Approve the updated Project Stabilization Agreement (PSA), as referenced in Exhibit A, and authorize the Chief Facilities Executive and/or her designee to execute the PSA.

#### **Background:**

The PSA is a partnership agreement between the Los Angeles Unified School District, the Los Angeles/Orange Counties Building and Construction Trades Council (Building Trades Council) and signatory craft unions. It establishes the labor relations policies and procedures for certain bond funded construction, major modernization, and school upgrade projects. The District's current Bond Program is one of the largest public works programs in the nation and relies heavily on the Building Trades Council and its member craft unions to provide skilled trade workers to meet project deliverables.

The District entered into a PSA with the Building Trade Council for the first time in 1999. The Board of Education approved the current PSA in 2003, and subsequently approved amendments extending its term in 2008 and 2013. The current PSA is set to expire on December 31, 2023.

The most significant provisions of the current PSA include:

- In the event labor disputes or grievances arise, a requirement that contractors and unions follow a dispute resolution procedure and not engage in any strike, slowdown, interruption, disruption, or lockout of project work.
- Local unions agree to recruit, train, and refer skilled craft workers to all contractors performing PSA-covered work, and to refer District residents first when dispatch requests are made by contractors.
- A fifty percent local hire (workers residing within the District's boundaries) requirement on project work to ensure construction career opportunities for District residents.

As a result of the stability accomplished by the PSA, District projects have never had time loss due to any construction labor disputes. This continued partnership with the local unions has also resulted in safer projects, as evidenced by the District's Owner Controlled Insurance Program (OCIP) savings.

Recognizing the profound economic impact of the multibillion-dollar Bond Program, the District instituted the current PSA's ambitious local workforce provisions to create a pathway for District residents to enter and thrive in skilled construction trade careers. The District's local hire goal is significantly higher than other public agencies in the Los Angeles area, its local hire performance on PSA projects exceeds non-PSA projects, and the amount of apprentice hours performed by District residents is higher than non-PSA projects. These key metrics

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demonstrate the PSA's success in creating construction career pathways for District residents, ensuring that local bond funds further benefit these communities.

In anticipation of the current PSA's impending expiration, staff met with the Building Trades Council to discuss and negotiate terms for an updated PSA for a period of 10 additional years. The proposed effective date for the updated PSA is from January 1, 2024, through December 31, 2033.

**Expected Outcomes:**

Staff anticipates the Board will approve the updated PSA and authorize the Chief Facilities Executive and/or her designee to execute the PSA.

**Board Options and Consequences:**

If approved, staff will work with the Building Trades Council and signatory craft unions to execute the updated PSA and will proceed to implement its terms.

If the proposed authorization is not approved, staff will not be able to execute or implement the updated PSA. The current PSA expires on December 31, 2023, and no labor agreement will apply to bond funded projects awarded after that date. In the event of labor disputes these projects would be subject to work stoppages, which may negatively affect project schedules and costs. Additionally, without the local workforce requirements established in the updated PSA, there may be lost opportunities for local residents and graduates to begin or continue their construction trade careers on bond funded projects. Moreover, the District will be prohibited from utilizing various types of statutorily-authorized project delivery options that require the District to enter into a project labor agreement.

**Policy Implications:**

This proposed action will help ensure bond funded projects undertaken by the District over the next 10 years have procedures to resolve labor disputes between contractors and unions without negatively impacting delivery of the District's projects.

It will also provide construction career pathways for District residents and graduates through apprenticeship opportunities supported by local hire provisions.

**Budget Impact:**

There are no budget impacts associated with the proposed updates to the PSA. The PSA requires contractors to pay prevailing wages for covered craft workers, which is already a State requirement for public works projects.

**Student Impact:**

The updated PSA enables District students to utilize new/upgraded school facilities sooner, as it allows projects to progress without disruptions from labor disputes.

Its local hire requirements also create well-paying, skilled construction career opportunities for parents/guardians, which can bolster financial security and provide stability for District students. Local hire provisions also encourage contractors to assign local residents to projects, which can result in a shorter commute time and reduce traffic/pollution for local communities.

**Equity Impact:**

The updated PSA applies uniformly to all bond funded projects over a certain threshold.

**Issues and Analysis:**

The updated PSA maintains the Building Trades Council's commitment to work cooperatively to promote high quality, rapid, and uninterrupted construction.

Noteworthy provisions in the updated PSA include:

- Increased thresholds for bond-funded covered projects to reflect updated construction costs since the current PSA was adopted in 2003.
  - From \$175,000 to \$375,000 for prime multi-trade construction contracts.
  - From \$20,000, to \$45,000 for prime specialty construction contracts.
- Adding application of PSA to all other non-bond prime multi-trade construction contracts in which the District's funding exceeds \$25,000,000.
- Establishing a uniform drug and alcohol testing policy for craft workers performing covered work.
- Updated hiring provisions:
  - Addresses a contractor's ability to utilize certain portions of its own workforce (core employee) based on satisfying eligibility requirements.
  - Replaces eligible core employee residency requirements with construction trade experience requirements.
  - Establishes circumstances where a contractor may request dispatch of specific individuals from a union.
- Inclusion of Helmets to Hardhats and Multi-Craft Core Curriculum (MC3) programs as pathways towards apprenticeship and construction career opportunities on covered projects.
  - Helmets to Hardhats is a non-profit organization that connects active-duty military service members, veterans, National Guards, and Reservists with skilled training and quality career opportunities in the construction industry.
  - MC3 is an apprenticeship readiness training curriculum developed and approved by the Building Trades National Apprenticeship and Training Committee. These programs typically recruit from disadvantaged communities and underrepresented populations. The District's Division of Adult and Career Education provides MC3 programs at several District campuses.
- Updates to the local hire provisions:
  - Calculates local hire participation using hours instead of headcount.
  - Expands local hire to include District graduates, veterans, and graduates of MC3 programs.

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In addition, there are various less significant changes in certain areas, including updates to PSA exclusions, improved pre-job and grievance procedures, updated arbitrator lists, and other minor / administrative items.

**Attachments:**

Exhibit A - Updated Project Stabilization Agreement

**Informatives:**

None

**Submitted:**

10/18/23

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED AND PRESENTED BY:**

  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division

Approved as to form.

**REVIEWED BY:**

  
ROLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROJECT STABILIZATION AGREEMENT --  
NEW CONSTRUCTION, MAJOR MODERNIZATION AND SCHOOL  
UPGRADE  
FUNDED BY MEASURES K, R, Y, Q AND RR**

Effective Date: January 1, 2024

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**LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROJECT STABILIZATION AGREEMENT -  
NEW CONSTRUCTION, MAJOR MODERNIZATION AND SCHOOL  
UPGRADE  
FUNDED BY MEASURES K, R, Y, Q AND RR**

This Project Stabilization Agreement (hereinafter, “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Education of the Los Angeles Unified School District, its successors or assigns, (hereinafter, “District”) and The Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter, “Council”), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the “Union” or “Unions”). This Agreement, understood by the Parties to be a modification of the prior Project Stabilization Agreement, establishes the labor relations Policies and Procedures for the District and for the craft employees represented by the Unions engaged in the District’s new construction, major modernization, and school upgrade program funded, in whole or in part, by Measures K, R, Y, Q and RR as well as any future construction bond measures (hereinafter, “Project” or “Project Work”, and more specifically defined in Article II, Section 2.2).

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the contractors and craftpersons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a “Project Labor Coordinator,” either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which or critical to fulfilling

the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement. For such purposes, each contractor recognizes and appoints the Project Labor Coordinator, its successors or assigns, as its agent; and together with District and the Unions, the Project Labor Coordinator shall be considered a “negotiating party” of this Agreement.

The term "Apprentice" means those individuals indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

The term “Contractor” as used in this Agreement includes any contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to subcontractors of whatever tier utilized by such contractors for Project Work. The term “Contractor” includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the District with respect to the Project Work, or with another contractor as a subcontractor for Project Work.

The term “Labor/Management Apprenticeship Program” as used in this Agreement shall be defined as a jointly administered apprenticeship program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

The term “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the Parties. No contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a contractor and a Union party which is not specifically set forth in this Agreement shall be binding on any third party contractor or union on Project Work unless endorsed in writing by the Project Labor Coordinator.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

## **ARTICLE 1**

### **INTENT AND PURPOSE**

**Section 1.1** Background. The District's new construction, major modernization, and school upgrade projects funded by Measures K, R, Y, Q and RR will affect over a thousand school buildings and offices that are owned, leased or controlled by the District. The Project is the largest overall educational construction program developed and undertaken by a school district in the history of the State of California. The goal of this Project is to provide new construction, major modernization, and upgrades of the District's facilities so as to provide sufficient facilities and technologies to improve the health, safety, and quality of education for the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftpersons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the tax payers of the District to meet the District's goal that the Project work be completed on time and within budget.

**Section 1.2** Identification and Retention of Skilled Labor and Employment District Residents. The vast amount of new construction, major modernization, and school upgrade scheduled to be performed pursuant to Measures K, R, Y, Q and RR and any future bond measures will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the

opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

**Section 1.3** Encouragement of Small Local Business. The Project will provide many opportunities for local small business enterprises to participate as contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the District.

**Section 1.4** Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the people of Los Angeles and the students of the District. The Parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Further, the Parties recognize that an Act of God or an Act of War could require the District to partially or fully suspend Project Work. The Parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

**Section 1.5** Workers' Compensation Carve-out. Further, the Parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by revised California Labor Code Section 3201.5, and it is understood that the District is in an ongoing review of the value of such a program. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers compensation benefits and medical coverage as permitted by the Code.

**Section 1.6** Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lock-out.

**Section 1.7** Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

## ARTICLE 2

### SCOPE OF THE AGREEMENT

**Section 2.1** General. This Agreement shall apply and is limited to all new construction, rehabilitation and capital improvement work as described in Section 2.2 of this Article, performed by those contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for new construction or major rehabilitation, where such work is funded in whole or in part by Measures K, R, Y, Q and RR or future bond measures, the prime contract for which is awarded on or after the effective date of this Agreement, all of which are hereinafter referred to as the "Project" or "Project Work". Contracts awarded prior to the effective date of this agreement will be subject and bound to the previous Project Stabilization Agreement.

**Section 2.2** Specific. The Project is defined and limited to:

- (a) All construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$375,000.00, and are funded in whole or in part by monies from Measures K, R, Y, Q and RR, as described above, and all subcontracts flowing from these prime contracts; and
- (b) All prime specialty contracts that exceed \$45,000.00, and are funded in whole or in part by monies from Measures K, R, Y, Q and RR, as described above, and all subcontracts flowing from these prime contracts; and
- (c) All contracts for similar work, subject to the same threshold limitations, funded by future propositions or measures and awarded prior to the expiration date of this Agreement; and

(d) Notwithstanding Section 2.1, all construction work pursuant to prime multi-trade construction contracts in which the Districts funding from non-bond measure sources exceeds \$25,000,000, and all subcontracts flowing from these prime contracts.

(e) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

**Section 2.3** Bundling of Contracts. The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the labor relations Policy for its new construction and major rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work,

(a) the District, in its sole discretion, with the advice of the Project Labor Coordinator, will seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2(a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same school, in the same district or on the same Project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) project work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

**Section 2.4** Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; quality control and quality assurance personnel not covered by an MLA; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement, provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (“Inspectors”) are a covered craft under the Agreement. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the Agreement.) Notwithstanding the foregoing, on-site surveying, inspection services, and quality control/assurance for such work shall be within the scope of this Agreement if they are within the State of California’s general prevailing wage determination for Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when such work is performed on a Project by either employees of a Contractor, pursuant to a construction contract, or by consultants working under a professional services agreement with the District. Nothing in this section will be construed to include the Department of State Architects-certified inspector [Inspector of Record (IOR)] who is required by state law as included under the scope of this Agreement;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies,

or their contractors; or by public utilities, or their contractors; and/or by the District or its contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such maintenance work;

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty as set forth in Section 9.4;

(h) Non-construction support services contracted by the District, Project Labor Coordinator, or contractor in connection with this Project;

(i) Laboratory work for testing.

**Section 2.5** Awarding of Contracts. (a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any union parties, provided only that such contractor is willing, ready and able to execute and comply with this Agreement should such contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Agreement or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council 48 hours before the commencement of project Work, or within 48 hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances,

however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all Measures K, R, Y, Q and RR -funded projects or other Project Work.

**Section 2.6** Coverage Exception. The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not fund if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

**Section 2.7** Master Labor Agreements. (a) The provisions of this Agreement, including the Master Labor Agreements, (which are the local collective bargaining agreements of the signatory unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Article XX, Section 20.3, and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by an MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of an MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article X.

(b) Only Articles VII, VIII, and X of this Agreement (dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes) are applicable to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors, or all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technician.

(c) It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the Participation Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work. The Participation Agreement may be provided electronically by the appropriate Craft Union to each applicable Contractor, or upon request with advance notice at the job site.

**Section 2.8** Binding Signatories Only. This Agreement shall only be binding on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 2.9** Other District Work. This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by district Employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 2.10** Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any contractor.

**Section 2.11** Completed Project Work. As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### ARTICLE 3

#### UNION RECOGNITION AND EMPLOYMENT

**Section 3.1** Recognition. The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

**Section 3.2** Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.10 and with Article IV, Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article VI, Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

**Section 3.3** Referral Procedures. (a) For signatory unions now having a job referral system contained in an MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all contractors to meet their employment needs.

(b) The local unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including

specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the District, to identify and refer competent craftpersons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into Joint Labor/Management Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other contractor.

(d) The Parties are aware of the District's policy that contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Educational Code Sec. 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the particular Project site at the request of the District or the Project Labor Coordinator.

**Section 3.4** Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its

goals for the significant utilization of local small businesses as direct contractors or suppliers on Measures K, R, Y, Q and RR financed work.

**Section 3.5** Employment of District Residents. (a) In recognition of the District’s mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, Local Residents shall be first referred for Project Work, including journey person, apprentice, or other positions which may be established under an MLA and covered by the applicable prevailing wage for utilization on Project Work, in a manner to ensure that at least 50 percent of the total construction labor hours worked on the Project Work be performed by “Local Residents”. For the purpose of this Section, “Local Residents” are:

(i) Individuals currently residing in those zip codes which overlap the area covered by the District as reflected on the U.S. Postal Service zip codes; and

(ii) Regardless of where they reside, (1) graduates of the Los Angeles Unified School District, (2) Eligible Veterans, or (3) individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Apprenticeship Readiness (“MC3”) Program.

(b) To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form in effect at the time whenever they request the referral of any employee from a Union referral list for any Project, a sample of which is attached as Attachment B. When Local Residents are requested by the Contractors, the Unions shall refer them regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator that such preferences have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their “core work force” and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

**Section 3.6** Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) Contractors that are not independently signatory to an MLA may employ, as needed, first, a core employee, then an employee through a referral from the appropriate union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five core employees are employed per craft, and thereafter all additional employees in the affected craft shall be requested from the appropriate union hiring hall in accordance with Section 3.3. In laying off, an employer with 10 or less employees, the number of core employees shall not exceed one-half plus one of the workforce per craft, assuming the remaining employees are qualified to undertake the work available. The ratio of core employees to hiring hall-referred employees is applicable on a per-job site basis.

(b) The core employee work force is comprised of those employees:

(i) whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days before the Contractor's start of Project Work to the Contractor;

(ii) who possess any license required by state or federal law for the Project Work to be performed;

(iii) who have the ability to safely perform the basic functions of the applicable trade; and

(iv) who have worked at least two thousand (2,000) hours in the construction craft in which they are employed, during the prior two (2) years.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees for forty-five (45) calendar days after the list is provided. If there are any questions with regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or

payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized.

(d) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided in the applicable MLA to call for specific employees by name.

**Section 3.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

**Section 3.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the union of employees so hired, as set forth in Section 3.5.

**Section 3.9** Union Membership. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLAs. Nothing in this Section 3.9 is intended to supersede the requirements of the applicable MLAs as to those Contractors otherwise signatory to such MLAs and as to the employees of those Contractors who are performing Project Work.

**Section 3.10** Individual Seniority. Except as provided in Article IV, Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

**Section 3.11** Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

**Section 3.12** Helmets to Hardhats The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each interested individual to provide the Unions and Project Labor Coordinator with proof of his/her status as an Eligible Veteran. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Eligible Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such Eligible Veterans for bona fide, provable past experience.

## ARTICLE 4

### UNION ACCESS AND STEWARDS

**Section 4.1** Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

**Section 4.2** Stewards. (a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in the writing of the identity of the designated steward or stewards prior to the assumption of such person’s

duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**Section 4.3** Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

**Section 4.4** Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a party to this Agreement.

## ARTICLE 5

### WAGES AND BENEFITS

**Section 5.1** Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the MLAs, except as otherwise provided in this Agreement. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the foregoing.

**Section 5.2** Benefits. (a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee – authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XX, Section 20.3, and provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

**Section 5.3** Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

**Section 5.4** Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance by all contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

## **ARTICLE 6**

### **HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS AND WORKING CONDITIONS**

**Section 6.1** Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the

Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

**Section 6.2** Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor, except as provided for in Section 6.6(a).

**Section 6.3** Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

**Section 6.4** Shifts and Alternate Work Schedules. (a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected union(s), unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for 8 hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) The Contractors, the Council and the Union recognize the economic impact upon the District and District rate payers of the massive project being undertaken by the District and agree that all parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or

additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) To the extent permitted by state and federal law, the Contractor may, upon five (5) days' notice to appropriate union(s), establish a work week of four (4) consecutive ten (10) work hour days (exclusive of the one half hour unpaid lunch approximately halfway through the shift). Such work week should consist of the same four days each week, with the fifth day available as a make-up day if needed. Pay compensation for such shift shall be at the applicable rates established for first shift worked in this Agreement.

(d) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the District's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

**Section 6.5** Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project.

**Section 6.6** Show-up Pay. (a) Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

**Section 6.7** "Brassing". The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**Section 6.8** Meal Periods. The Contractor will schedule a meal period of no more than one – half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his/her meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he/she is so required, he/she shall be compensated in the manner established in the applicable MLA.

**Section 6.9** Make-up Days. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

**Section 6.10** Rest Periods. Rest periods as provided in IWC Order No. 16 (currently ten (10) minutes in each four hours worked) shall apply to all Project Work, consistent with its terms as then in effect.

**Section 6.11** Work Rules. The District, the Project Labor Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

**Section 6.12** Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliant with applicable governmental rules and regulations.

**Section 6.13** Access Restrictions for Cars and Parking. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## ARTICLE 7

### WORK STOPPAGES AND LOCK-OUTS

**Section 7.1** No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. The Council and the Unions also agree that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiation or renegotiations of the Local Collective Bargaining Agreement and the resulting MLA's, nor shall it be any lock-out on this Project of the involved Union(s) during the course of such negotiations. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union(s) shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

**Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

**Section 7.3** Standing to Enforce. The District, the Contractor Administrator, or any contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

**Section 7.4** Expiration of Master Labor Agreements. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any MLA. Should a contractor engaged in Project Work enter into an interim agreement with the Union for work being performed elsewhere after the expiration, and before the renewal, of a local collective bargaining agreement forming the basis for MLA, such interim agreement shall be utilized by that contractor for Project Work (subject to the provisions of Article XX, Section 20.3).

**Section 7.5** No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the District’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

**Section 7.6** Best Efforts To End Violations. (a) If a Contractor contends that there is any violation of this Article, Section 8.3 of Article VIII, or the provisions of Article XX, Section 20.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the

procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any party, including the District, which the Parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 of Article VIII, or Section 20.4 of Article XX, is alleged.

(a) The party invoking this procedure shall notify Chris Cameron, who has been selected by the negotiating parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable or unwilling to serve, the party invoking this procedure shall notify one of the alternate arbitrators selected by the negotiating parties, Sara Adler or Mark Burstein, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by email, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt. The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete the permanent arbitrator and/or either or both of the alternate arbitrators upon mutual agreement during the term of this Agreement.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, of Section 8.3 of Article VIII, or Section 20.4 of Article XX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.7(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by certified mail by the party or parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or parties initiating this procedure and the respondent party or parties.

**Section 7.8** Liquidated Damages. (a) If the Arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within

eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return the work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent contractor(s) has not been completed.

(c) The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than \$1,000 (one thousand dollars) and no more than \$15,000.00 (fifteen thousand dollars) per shift for each non-complying entity.

## ARTICLE 8

### WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

**Section 8.1** Assignment of Work. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will

be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) currently in effect, or any successor plan.

**Section 8.2** The Plan. All jurisdictional disputes between or among Building and Construction Trades Unions party to this Agreement, shall be settled and adjusted according to the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union parties to this Agreement.

(a) Notwithstanding the above, if a jurisdictional dispute arising under this Article involves the Southwest Mountain States Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the arbitrator’s hearing on the dispute shall be held at the offices of the Council within 14 calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan. The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete the list of arbitrators upon mutual agreement during the term of this Agreement.

**Section 8.3** No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature, and the Contractor’s assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.4** Pre-Job Conferences. As provided in Article XV, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

**Section 8.5** Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set

forth in the Plan, if such procedures are in the plan then currently in affect, or otherwise as in Article VII above.

## ARTICLE 9

### MANAGEMENT RIGHTS

**Section 9.1** Contractor and District Rights. Notwithstanding any other provision in this Article, the Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement or a specific safety provision of the applicable MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLAs requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

**Section 9.2** Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the contractor follows the applicable safety and other work requirements;
- (b) Require contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations or in order to accommodate the instructional programs and pupil control problems at various project sites where school may be in session during periods of construction activity;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the contractors and unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected contractor(s) and union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article VI, Section 6.6);
- (d) Approve any work methods, procedures and techniques used by contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles VII and X.

**Section 9.3** Use of Materials. There should be no limitations or restriction by Union upon a contractor's choice of materials or design, nor, regardless of source or location, upon the

full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

**Section 9.4** Special Equipment, Warranties and Guaranties. (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be installed under the supervision and direction of the manufacturer's personnel. The Unions agree to allow such installation to be performed by the manufacturer's employees or the employees of a contractor certified by the manufacturer, when the Unions are unable to perform such work or the warranty requires the work to be performed by the manufacturer's employees or the employees a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the District requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's employees or the employees of a contractor certified by the manufacturer, then such installation may be performed by the manufacturer's own employee or the employees of a contractor certified by the manufacturer, and it shall be excluded from this Agreement. To qualify under this exclusion, the warranty must be the standard warranty for the equipment or product, as opposed to an ad hoc change, and contain a provision that the warranty will be void unless the work is performed by the manufacturer's or a certified contractor's own employees. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from a Union to the Project Labor Coordinator, copies of the applicable written warranty and any related contract language shall be provided and reviewed by a Review Panel consisting of a District-designated and Council-designated representative to verify that the work meets all conditions under this exclusion. This subsection (a) does not apply to materials, supplies, catalogue components, parts, and equipment which are installed and maintained by contractors and their craft employees regularly engaged in the building and construction industry. When the warranty does not require

installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative without incident.

(b) The Parties recognized that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article X.

## ARTICLE 10

### SETTLEMENT OF GRIEVANCES AND DISPUTES

**Section 10.1** Cooperation and Harmony on Site. (a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article VII or VIII.

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles VII and VIII, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to ensure the time limits and deadlines are met.

**Section 10.2 Processing Grievances.** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Article VII Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. – Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local union business representative or job steward, within fourteen (14) calendar days after the occurrence of the violation, give notice to the work site representative of the involved contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved contractor shall meet and endeavor to adjust the matter within fourteen (14) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other party(ies) and, if after conferring within fourteen (14) calendar days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within seven (7) calendar days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his/her designee, together with the site representative of the involved contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within ten (10) calendar days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within ten (10) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance has been submitted but not resolved under Step 2, either the Union or contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other party(ies)) within ten (10) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Sara Adler; (2) Mark Burstein; (3) Chris Cameron; (4) Najeeb Khoury; (5) Yuval Miller; (6) Kenneth Perea; and (7) David Weinberg. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved contractor(s) and the involved union(s).

The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete any arbitrator upon mutual agreement during the term of this Agreement.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 10.3 Limit on Use of Procedures.** Procedures contained in this Article shall not be applicable to any alleged violation of Article VII or VIII, with a single exception that any employee discharged for violation of Article VII, Section 7.2, or Article VIII, Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

**Section 10.4** Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11

### REGULATORY COMPLIANCE

**Section 11.1** Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

**Section 11.2** Monitoring Compliance. The Parties agree that the District shall require all contractors and subcontractors to comply with all federal and state laws and regulations that, from time to time may apply to Project Work. The Project Labor Coordinator (on behalf of the District) may investigate or monitor compliance with these various laws and regulations. The Council may monitor, investigate and recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

**Section 11.3** Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate and resolve such complaints, consistent with Article V, Section 5.4. The District intends to maintain a labor compliance program proportionate to the level of active construction on Project Work for the duration of this Agreement. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

**Section 11.4** Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## **ARTICLE 12**

### **SAFETY AND PROTECTION OF PERSON AND PROPERTY**

**Section 12.1** Safety. (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District establish and implement, after negotiation with the Council and the Craft Unions, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post accident testing to the extent permitted by federal and state law. Until there is such a project-wide substance abuse testing procedure negotiated with the Council and the Craft Unions and otherwise adopted by the Project Labor Coordinator, the Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D.

**Section 12.2** Inspection. The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice, unless otherwise limited or required by an MLA.

**Section 12.3** Suspension of Work for Safety. A contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

**Section 12.4** Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 13**

### **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this Agreement shall be provided by the Contractor(s) according to the provision of the MLAs existing on the effective date of this Agreement, and upon presentation of proof of any expense incurred.

## **ARTICLE 14**

### **APPRENTICES**

**Section 14.1** Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Measures K, R, Y, Q and RR. To these ends, the Parties will facilitate, encourage, and assist Local Residents and District students to commence and progress in Apprenticeship Readiness programs that utilize the Building Trades multi-craft core

curriculum (MC3) and other District vocational programs and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents and District students who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The District, the Project Labor Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal Joint Labor/Management Apprenticeship Programs maintained by the signatory unions.

**Section 14.2 Use of Apprentices.** (a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty (30) percent of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards (DAS) establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) Apprentices on the Project. When available and capable of undertaking the tasks involved, forty (40) percent of such Apprentice workforce of each craft shall consist of first (1st) year Apprentices.

(b) The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage. The Apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of Apprentices. The District shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journey persons.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen or other Contractor employee

working on the Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he is participating.

**Section 14.3 Joint Subcommittee on Training and Apprenticeship.** To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article XVI shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("JAC") and representatives of the District's technical schools to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such JAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly to facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the contractors belong).

## **ARTICLE 15**

### **PRE-JOB CONFERENCES**

The prime Contractor shall ensure that each Contractor on their project conducts a pre-job conference in accordance with this Agreement. Each Contractor will conduct a pre-job conference with the Unions not later than seven (7) calendar days prior to commencing work. The Project Labor Coordinator may work with the prime contractor and Council to facilitate the scheduling of the pre-job conference. The prime Contractor shall notify the Project Labor Coordinator and the Council at least seven (7) calendar days (or another mutually agreeable time) in advance of all such conferences. The Council, the Project Labor Coordinator may participate in the pre-job conference. The purpose of the conference will be to, among other things, convey craft manpower needs, and discuss the schedule of work and project work rules/owner rules. All work assignments shall be disclosed by the prime Contractor and all subcontractors at a pre-job conference. Should there be Project Work that was not discussed at

the pre-job conference, or additional project work be added, the Contractors performing such work will conduct a separate pre-job conference for such work. Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator may review the District's employment and contracting programs and goals with the participants.

## **ARTICLE 16**

### **LABOR/MANAGEMENT AND COOPERATION**

**Section 16.1** Joint Committee. The Parties to this Agreement may form a joint committee consisting of representatives selected by the Council and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

**Section 16.2** Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VII, VIII or X shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on Apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee,

may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

**Section 16.3 Subcommittees.** The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

## ARTICLE 17

### SAVINGS AND SEPARABILITY

**Section 17.1 Savings Clause.** It is not the intention of the District, the Project Labor Coordinator, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

**Section 17.2 Effect of Injunctions or Other Court Orders.** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any

applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

## **ARTICLE 18**

### **WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## **ARTICLE 19**

### **AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating parties hereto.

## **ARTICLE 20**

### **DURATION OF THE AGREEMENT**

**Section 20.1** Duration. (a) This Agreement shall be effective January 1, 2024 for Project Work awarded on or after such date through December 31, 2033 (provided however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work).

(b) This Agreement may be extended by mutual consent of the Parties for any further construction program(s) initiated pursuant to Measure K, R, Y, Q and RR consistent with the Scope Provisions of Article II of this Agreement. It is agreed that with regard to any new construction or major modification programs undertaken by the District pursuant to further propositions or measures enacted by District voters at any time through December 31, 2033, this

Agreement shall apply to all construction work awarded through December 31, 2033, for work meeting conditions established in Article II, Section 2.2 above.

**Section 20.2** Turnover and Final Acceptance of Completed Work. (a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Project Labor Coordinator.

**Section 20.3** Continuation of MLA. MLAs incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the contractor and union parties to the collective bargaining agreement(s) which are the basis for such MLAs notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those

agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the Parties over the incorporation into an MLA of any such provision agreed upon in an negotiation of the Local Collective Bargaining Agreement which is the basis for an MLA shall be resolved under the procedures established in Article X.

In witness whereof the Parties have caused this Project Stabilization Agreement for Los Angeles Unified School District New Construction, Major Modernization, and School Upgrade to be executed as of the date and year above stated.

LOS ANGELES  
UNIFIED SCHOOL DISTRICT

LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES  
CONSTRUCTION COUNCIL

By: \_\_\_\_\_  
Krisztina Tokes,  
Chief Facilities Executive

By: \_\_\_\_\_  
Ernesto Medrano  
Executive Secretary

By: \_\_\_\_\_

Signatory Unions and Districts  
(see attached)

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROJECT STABILIZATION AGREEMENT  
UNION SIGNATORY PAGE**

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 500)	_____
Cement Masons (Local 600)	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Southern California District Council of Laborers	_____
Laborers (Local 300)	_____
Laborers (Local 1309)	_____
Laborers (Local 1184)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Plumbers Local 78)	_____
Pipe Trades (Pipe Fitters Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers/Fitters Local 761)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Plaster Tenders (Local 1414)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 986)	_____
Southwest Mountain States Regional Council of Carpenters	_____



**ATTACHMENT B**

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Los Angeles Unified School District Project Stabilization Agreement (“PSA”) establishes a goal that 50% of all hours worked on the Project shall be from “Local Residents”. As defined in Section 3.5 of the PSA, Local Residents are individuals currently residing in those zip codes which overlap the area covered by the District as reflected on the U.S. Postal Service zip codes and graduates of the Los Angeles Unified School District/Eligible Veterans/individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Apprenticeship Readiness Program, regardless of where they reside. For dispatch purposes, employees described herein shall be referred to as “Local Residents.”

**TO THE UNION:** Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax/Email** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Project Labor Coordinator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ **Contact Fax/Email:** \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident	Number of workers needed	Report Date	Report Time
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Report to:** \_\_\_\_\_ **On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_  
**Comment or Special Instructions:** \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
The worker referred is a(n):		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT Zip Code: _____  Other Eligible Criteria: <input type="checkbox"/> LAUSD Graduate <input type="checkbox"/> Eligible Veteran <input type="checkbox"/> Completion of MC3	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**ATTACHMENT C****LOCAL RESIDENT ZIP CODES**

90001 90002 90003 90004 90005 90006 90007 90008 90010 90011 90012 90013 90014 90015 90016 90017  
90018 90019 90020 90021 90022 90023 90024 90025 90026 90027 90028 90029 90031 90032 90033 90034  
90035 90036 90037 90038 90039 90040 90041 90042 90043 90044 90045 90046 90047 90048 90049 90056  
90057 90058 90059 90061 90062 90063 90064 90065 90066 90067 90068 90069 90071 90073 90077 90089  
90094 90095 90201 90210 90220 90221 90230 90232 90247 90248 90249 90250 90255 90262 90265 90270  
90272 90275 90280 90290 90291 90292 90293 90303 90402 90405 90501 90502 90505 90710 90717 90731  
90732 90744 90745 90746 90802 90805 90810 91040 91042 91205 91214 91302 91303 91304 91306 91307  
91311 91316 91321 91324 91325 91326 91330 91331 91335 91340 91342 91343 91344 91345 91352 91356  
91364 91367 91387 91401 91402 91403 91405 91406 91411 91423 91436 91504 91505 91601 91602 91604  
91605 91606 91607 91608 91754

## ATTACHMENT D

### DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PSA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PSA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the PSA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:
  - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
  - b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
  - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
  - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PSA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PSA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
  - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
  - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
- 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
  - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
  - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
  - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

- c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
  - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
  - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
  8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PSA.
  9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the PSA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
  10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
  11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
  12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

## SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml <sup>3</sup>	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone <sup>6</sup>	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

<sup>4</sup> Methylenedioxyamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

<sup>6</sup> Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING  
“QUICK” DRUG SCREENING TESTS PURSUANT TO  
ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

# TAB 11



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-114-23/24, **Version:** 1

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**Compliance With Requirement of Local Bond Measures for Biennial Compensation Survey of Facilities Services Division Managers**  
**November 14, 2023**  
**Office of the Deputy Superintendent, Business Services and Operations**

**Action Proposed:**

Pursuant to Los Angeles Unified local bond measures (Y, Q, and RR), that the Board of Education (Board) finds that the compensation levels for managers of the Facilities Services Division are competitive in the marketplace, as reflected in the survey results (Attachment A), thereby better ensuring that the District will be able to continue to hire and retain highly qualified and experienced individuals to manage the bond program.

**Background:**

The language of Los Angeles Unified's last three bond measures, Measure Y (2005), Measure Q (2008), and Measure RR (2020), include the requirement that the District shall, no less than biennially, cause a compensation survey of managers in major construction programs and managers in major public and private facilities in both the public and private sector. Furthermore, a finding shall be made that the managers of the Facilities Services Division are being compensated at a level that will be competitive in the marketplace thereby better ensuring that the District will be able to continue to hire and retain highly qualified and experienced individuals to manage the bond program. This is required because the qualifications and responsibilities of the managers of the Facilities Services Division are unique relative to those of other District classified positions and to ensure that the District employs managers within the Division who are so qualified. Pursuant to Measure Y and Measure Q bond language, the finding shall be made by the Board, and under Measure RR, the finding shall be made by the Board or Superintendent. Additionally, the District's current Memorandum of Understanding (MOU) with the Bond Citizens' Oversight Committee (BOC) sets forth the compensation survey requirement of local bond measures Y and Q.

**Expected Outcomes:**

The Board will approve staff's proposal, and the District will comply with the provisions of local bond measures Y, Q, and RR.

**Board Options and Consequences:**

If the Board makes a finding that the compensation levels for managers of the Facilities Services Division are competitive in the marketplace, the District will be in compliance with the provisions of local bond measures Y, Q and RR.

If the Board fails to make a finding that the compensation levels for managers of the Facilities Services Division are competitive in the marketplace, the District will not be in compliance with the provisions of the District's last three local bond measures.

**Policy Implications:**

This action does not change District policy.

**Budget Impact:**

The proposal has no budget impact.

**Student Impact:**

It is important to ensure the District is able to hire and retain qualified individuals with the technical expertise needed to successfully manage the implementation of the bond-funded school construction and modernization program. The Facilities Services Division has the principal responsibility within the District for implementation and delivery of the Bond Program. Managers are responsible for the planning, design, development and construction of school facilities projects that are providing District students with safe, updated and welcoming facilities to support student learning, health, wellness, and joy.

**Equity Impact:**

Not Applicable.

**Issues and Analysis:**

The Personnel Commission conducted the compensation survey of managers in major construction programs and managers in major public and private facilities in comparable locations across the United States in both the public and private sector on behalf of the District. Four Facilities Services Division classifications were selected to be surveyed: Chief Facilities Executive, Director of Facilities Maintenance and Operations, Director of Facilities Planning and Development, and Director of Facilities Project Execution. A total of 43 public agencies were invited to participate, and of those, 35 responded. Additionally, top private sector executive salary data was purchased from two agencies, Economic Research Institute (ERI) and Mercer. More than 90 positions, at least 20 comparable positions for each of the four Los Angeles Unified classifications, were analyzed for comparability, geographic adjustments, and salary comparison of public and private agencies using the 50<sup>th</sup>, 75<sup>th</sup>, and 90<sup>th</sup> percentiles. Classified salaries are typically considered to be competitive and within the market rate if found to be at least in the 75<sup>th</sup> percentile of comparable positions at other public agencies. A salary difference of approximately 5% is considered to be within a comparable range.

The data reveals that at the 75<sup>th</sup> percentile, the average combined salary of the four Los Angeles Unified positions is 5.43% higher than the average combined salary of the comparable positions. Therefore, the salary difference is within a comparable range, and the finding can be made that the Facilities Services Division managers are compensated at a level that is competitive in the marketplace. As further evidence of the District's competitiveness, three of the employees surveyed have a high retention rate, having been with the District for at least 12 years. The Director of Maintenance and Operations has been with the District for one year, however the previous incumbent had been with the District for 20 years. These factors, along with the high-quality work of the Facilities Services Division further support the recommended finding.

**Attachments:**

- Attachment A - 2023 LAUSD Facilities Services Division Management Salary Survey (Includes: Summary, Public/Private Sector Data Split Agency Detail by Classification)

**Informatives:**

None.

**Submitted:**

10/20/23

**RESPECTFULLY SUBMITTED,**

**APPROVED BY:**

  
ALBERTO M. CARVALHO  
Superintendent

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

**2023 LAUSD FACILITIES SERVICES DIVISION MANAGEMENT SALARY**

**SURVEY SUMMARY**

<b>CLASS TITLE</b>	<b>Annual Max Salary</b>	<b>Geo Adjusted Max (50th)</b>	<b>Geo Adjusted Max (75th)</b>	<b>Geo Adjusted Max (90th)</b>	<b>% Difference at 50th</b>	<b>% Difference at 75th</b>	<b>% Difference at 90th</b>
Chief Facilities Executive	\$328,031.47	\$242,949.00	\$283,626.50	\$304,665.66	25.94%	13.54%	7.12%
Director of Facilities Maintenance and Operations	\$254,185.86	\$193,745.00	\$222,651.75	\$245,915.40	23.78%	12.41%	3.25%
Director of Facilities Planning and Development	\$244,478.12	\$203,955.00	\$256,509.50	\$294,102.56	16.58%	-4.92%	-20.30%
Director of Facilities Project Execution	\$254,185.86	\$213,458.00	\$252,404.75	\$274,660.94	16.02%	0.70%	-8.06%
<b>AVERAGE</b>	<b>\$270,220.33</b>	<b>\$213,526.75</b>	<b>\$253,798.13</b>	<b>\$279,836.14</b>	<b>20.58%</b>	<b>5.43%</b>	<b>-4.49%</b>

Notes:

In general, PC practice has been to align salaries with public agency salaries at the 75th percentile. When necessary, the 90th percentile of public agency salaries may be considered. The salaries are geographically adjusted to account for variations in cost of labor and/or cost of living among the geographic locations of the various agencies used in this survey to compare to Los Angeles.

**RETENTION/ RECRUITMENT DATA**

<b>CLASS TITLE</b>	<b># of Pos</b>	<b># of Vac</b>	<b>Current Position Appointment Date</b>	<b>Years in the Position</b>	<b>Years With District</b>	<b>Last Recruitment Notes</b>
Chief Facilities Executive	1	0	7/1/2023	< 1	15	Number of candidates on eligibility list: 3
						Number of internal candidates: 1
						Number of external candidates: 2
Director of Facilities Maintenance and Operations	1	0	7/1/2022	1	1	Number of candidates on eligibility list: 26
						Number of internal candidates: 6
						Number of external candidates: 20
Director of Facilities Planning and Development	1	0	10/11/2017	6	12	Number of candidates on eligibility list: 5
						Number of internal candidates: 3
						Number of external candidates: 2
Director of Facilities Project Execution	1	0	4/6/2011	12	15	Number of candidates on eligibility list: 24
						Number of internal candidates: 5
						Number of external candidates: 19

PUBLIC/ PRIVATE SECTOR DATA SPLIT

TITLE	LAUSD MAX ANNUAL SALARY	50th PERCENTILE FROM PRIVATE SECTOR DATA	75th PERCENTILE FROM PUBLIC SECTOR DATA	50/75 MARKET SPLIT	Percentage difference LAUSD annual max and 50/75 split
Chief Facilities Executive	\$328,031.47	\$265,516.50	\$283,626.50	\$274,571.50	16.30%
Director of Facilities M&O	254,185.86	\$205,819.50	\$222,651.75	\$214,235.63	15.72%
Director of Facilities Planning and Development	\$244,478.12	\$209,570.50	\$256,509.50	\$233,040.00	4.68%
Director of Facilities Project Execution	\$254,185.86	\$209,862.50	\$252,404.75	\$231,133.63	9.07%

TITLE	LAUSD MAX ANNUAL SALARY	75th PERCENTILE FROM PRIVATE SECTOR DATA	90th PERCENTILE FROM PUBLIC SECTOR DATA	75/90 MARKET SPLIT	Percentage difference LAUSD annual max and 75/90 split
Chief Facilities Executive	\$328,031.47	\$311,147.00	\$304,665.66	\$307,906.33	6.14%
Director of Facilities M&O	\$254,185.86	\$234,845.00	\$245,915.40	\$240,380.20	5.43%
Director of Facilities Planning and Development	\$244,478.12	\$245,974.00	\$294,102.56	\$270,038.28	-10.45%
Director of Facilities Project Execution	\$254,185.86	\$235,704.50	\$274,660.94	\$255,182.72	-0.39%

CLASS TITLE	2019 Percentage difference LAUSD annual max and 50/75 split	2021 Percentage difference LAUSD annual max and 50/75 split	2023 Percentage difference LAUSD annual max and 50/75 split
Chief Facilities Executive	14.03%	13.47%	16.30%
Director of Facilities Maintenance and Operations	11.01%	15.69%	15.72%
Director of Facilities Planning and Development	-9.76%	-4.75%	4.68%
Director of Facilities Project Execution	10.85%	1.59%	9.07%

CLASS TITLE	2019 Percentage difference LAUSD annual max and 75/90 split	2021 Percentage difference LAUSD annual max and 75/90 split	2023 Percentage difference LAUSD annual max and 75/90 split
Chief Facilities Executive	7.65%	1.46%	6.14%
Director of Facilities Maintenance and Operations	4.70%	6.34%	5.43%
Director of Facilities Planning and Development	-20.92%	-15.63%	-10.45%
Director of Facilities Project Execution	0.90%	-11.55%	-0.39%

AGENCY DETAIL BY CLASSIFICATION: CHIEF FACILITIES EXECUTIVE

Agency (Public)	Title	Annual Min Salary	Annual Max Salary	Geo Annual Min Salary	Geo Annual Max Salary
County of Los Angeles (CA)	Director of Public Works		\$413,213.00		\$413,213.00
Port of Los Angeles (CA)		\$220,638.00	\$322,575.00	\$220,638.00	\$322,575.00
Los Angeles Community College District (CA)	Chief Facilities Executive	\$248,505.96	\$307,855.32	\$248,505.96	\$307,855.32
Orange County Transportation Authority (CA)	Executive Director - Capital Programs		\$284,669.00		\$291,907.00
San Diego Unified School District (CA)	Senior Executive Director, Facilities Planning and Construction	\$214,292.76	\$273,449.66	\$228,045.00	\$289,306.00
San Francisco BART (CA)	Assistant General Manager, Infrastructure Delivery	\$192,828.00	\$292,135.00	\$186,847.00	\$286,630.00
Orange County (CA)	Director of Public Works	\$144,206.40	\$273,478.40	\$147,810.00	\$280,623.00
NYC School Construction Authority (NY)	President and Chief Executive Officer	\$174,474.00	\$296,119.00	\$160,961.00	\$278,444.00
Dallas Independent School District (TX)	Chief Construction Officer	\$179,751.00	\$258,671.00	\$193,547.00	\$276,452.00
Santa Clara Valley Transportation Authority (CA)	Chief Engineering and Program Delivery Officer	\$218,424.91	\$298,778.23	\$194,363.00	\$268,637.00
County of Riverside (CA)	Director of Facilities Management	\$137,437.87	\$242,896.99	\$146,929.00	\$260,759.00
Broward County School District (FL)	Chief Facilities Officer	\$119,889.00	\$217,859.00	\$137,221.00	\$242,949.00
Maricopa County (AZ)	Director - Facilities Management	\$118,500.00	\$195,000.00	\$144,921.00	\$231,310.00
Miami Dade County Public Schools (FL)	Chief Facilities Design & Construction Officer	\$117,244.00	\$204,839.00	\$133,979.00	\$226,826.00
King County (WA)	Division Director - Facilities Management	\$173,508.72	\$219,063.60	\$176,524.00	\$223,742.00
Capistrano Unified School District (CA)	Chief Facilities Officer	\$165,793.00	\$211,598.00	\$170,484.00	\$218,523.00
San Bernardino Community College District (CA)	Director, Facilities Planning, Emergency Management & Construction	\$146,772.00	\$199,014.00	\$157,127.00	\$214,418.00
Long Beach City College (CA)	Senior Director, Facilities Planning, Construction & Operations	\$156,563.00	\$213,318.00	\$156,938.00	\$213,753.00
San Francisco Unified School District (CA)	Chief Facilities Officer	\$189,188.42	\$231,313.31	\$170,984.00	\$212,578.00
Oakland Unified School District (CA)	Deputy Chief, Facilities- Facilities Planning and Management	\$194,504.84	\$212,540.71	\$188,637.00	\$207,905.00
Clark County School District (NV)	Chief of Facilities	\$135,060.00	\$172,404.00	\$155,744.00	\$200,178.00
Montgomery County Public Schools (MD)	Director, Department of Facilities Management	\$142,314.00	\$181,777.00	\$144,226.00	\$187,571.00
Elk Grove Unified School District (CA)	Chief Facilities Officer	\$137,669.00	\$173,465.00	\$145,362.00	\$185,278.00
	average	\$167,979.28	\$247,653.57	\$171,894.90	\$253,975.32
	25th percentile	\$137,669.00	\$208,218.50	\$146,929.00	\$214,085.50
	50th percentile	\$165,793.00	\$231,313.31	\$160,961.00	\$242,949.00
	75th percentile	\$192,828.00	\$288,402.00	\$188,637.00	\$283,626.50
	80th percentile	\$194,504.84	\$294,525.40	\$193,547.00	\$288,235.60
	90th percentile	\$218,424.91	\$306,039.90	\$220,638.00	\$304,665.66
<b>LAUSD</b>	<b>Chief Facilities Executive</b>	\$293,884.20	\$328,031.47	\$293,884.20	\$328,031.47

Private Sector:

Agency	Title	25th	50th	75th
ERI	Construction Top Officer	\$239,057.00	\$276,208.00	\$318,881.00
Mercer	Head of Construction - Country Parent/Corporate (E2) [CON.01.001.E21]	\$209,000.00	\$254,825.00	\$303,413.00
	AVERAGE	\$224,028.50	\$265,516.50	\$311,147.00

AGENCY DETAIL BY CLASSIFICATION: DIRECTOR OF FACILITIES MAINTENANCE AND OPERATIONS

Agency (Public)	Title	Annual Min Salary	Annual Max Salary	Geo Annual Min Salary	Geo Annual Max Salary
Los Angeles County Metropolitan Transportation Authority (CA)	Sr. Executive Officer, Rail Maintenance and Engineering	\$187,699.20	\$281,548.80	\$187,699.20	\$281,548.80
San Diego County (CA)	Deputy Director, General Services Facilities Operations Division	\$109,928.00	\$233,334.40	\$115,318.00	\$247,764.00
MWD Southern California (CA)	Operations Support Services Section Manager	\$187,616.00	\$245,710.00		\$245,710.00
Port of Los Angeles (CA)	Traffic Manager	\$154,658.00	\$226,109.00	\$154,658.00	\$226,109.00
Orange County Transportation Authority (CA)	Director - Maintenance Administration		\$218,234.00		\$224,916.00
San Francisco BART (CA)	Superintendent of Way and Facilities	\$148,935.00	\$225,638.00	\$141,110.00	\$221,897.00
Dallas Independent School District (TX)	Executive Director, Maintenance and Facilities Services	\$138,312.00	\$199,043.00	\$149,177.00	\$214,198.00
Broward County School District (FL)	Executive Director, Physical Plant and Operations	\$104,836.00	\$189,212.00	\$120,290.00	\$212,718.00
Port of Long Beach (CA)	Director, Maintenance	\$157,900.00	\$208,800.00	\$158,271.00	\$209,226.00
City of Los Angeles (CA)	Building and Construction Maintenance General Superintendent (3194)	\$139,499.00	\$203,955.00	\$139,499.00	\$203,955.00
Los Angeles World Airports (CA)	Director of Maintenance, Airports I	\$125,551.00	\$183,535.00	\$125,551.00	\$183,535.00
Miami Dade County Public Schools (FL)	Administrative Director, Facilities Operations	\$103,362.00	\$157,465.00	\$118,655.00	\$177,286.00
Montgomery County Public Schools (MD)	Director, Division of Maintenance and Operations	\$134,318.00	\$171,552.00	\$135,668.00	\$175,953.00
Santa Monica Community College District (CA)	Director of Facilities Maintenance and Operations	\$143,544.00	\$174,468.00	\$143,487.00	\$175,449.00
Gwinnett County Public Schools (GA)	Director of Building Maintenance	\$108,065.00	\$150,829.00	\$122,147.00	\$169,546.00
King County (WA)	Facilities Maintenance Manager	\$128,728.80	\$161,773.44	\$128,870.00	\$164,228.00
County of Riverside (CA)	Deputy Director for Building Maintenance	\$95,374.03	\$151,326.03	\$101,229.00	\$162,086.00
Santa Clara Valley Transportation Authority (CA)	Facilities Maintenance Manager	\$138,967.84	\$183,436.87	\$121,464.00	\$161,573.00
Elk Grove Unified School District (CA)	Director - Maintenance and Operations	\$117,247.00	\$147,729.00	\$122,763.00	\$156,535.00
Clark County School District (NV)	Director IV – Facilities Asset Management	\$105,972.00	\$135,060.00	\$121,023.00	\$155,744.00
	average	\$133,184.89	\$192,437.93	\$136,552.38	\$198,498.84
	25th percentile	\$108,996.50	\$160,696.33	\$121,243.50	\$168,216.50
	50th percentile	\$134,318.00	\$186,373.50	\$128,870.00	\$193,745.00
	75th percentile	\$146,239.50	\$220,085.00	\$146,332.00	\$222,651.75
	80th percentile	\$151,224.20	\$225,732.20	\$151,369.40	\$225,154.60
	90th percentile	\$163,843.20	\$234,571.96	\$164,140.00	\$245,915.40
<b>LAUSD</b>	<b>Director of Facilities Maintenance &amp; Operations</b>	\$205,795.44	\$254,185.86	\$205,795.44	\$254,185.86

Private Sector:

Agency	Title	25th	50th	75th
ERI	Facilities Management Top Executive	\$181,600.00	\$198,809.00	\$216,316.00
Mercer	Head of Facilities & Administrative Support - Sub Function Executive 1 (E1) [AFS.02.001.E10]	\$163,353.00	\$212,830.00	\$253,374.00
	AVERAGE	\$172,476.50	\$205,819.50	\$234,845.00

AGENCY DETAIL BY CLASSIFICATION: DIRECTOR OF FACILITIES PLANNING AND DEVELOPMENT

	Title	Annual Min Salary	Annual Max Salary	Geo Annual Min Salary	Geo Annual Max Salary
San Diego Association of Governments (CA)	Senior Director of Regional Planning	\$183,297.00	\$284,111.00	\$194,751.00	\$300,347.00
County of Riverside (CA)	Assistant Director of TLMA	\$157,827.28	\$279,050.72	\$169,186.00	\$298,507.00
San Diego County (CA)	Director, Planning & Development Services	\$173,201.60	\$281,112.00	\$183,858.00	\$297,241.00
Los Angeles County Metropolitan Transportation Authority (CA)	Sr. Executive Officer, Countywide Planning and Development	\$187,699.20	\$281,548.80	\$187,699.20	\$281,548.80
Orange County Transportation Authority (CA)	Director - Strategic Planning		\$272,210.00		\$279,344.00
San Francisco BART (CA)	Chief Planning & Development Officer	\$175,298.00	\$265,577.00	\$168,134.00	\$260,873.00
Port of Los Angeles (CA)	Chief Harbor Engineer	\$172,468.00	\$252,146.00	\$172,468.00	\$252,146.00
San Diego Unified School District (CA)	Executive Director, Facilities, Planning and Design	\$175,780.68	\$224,967.72	\$186,640.00	\$239,099.00
Los Angeles Community College District (CA)	Director of Facilities Planning and Development	\$190,016.52	\$223,125.24	\$190,016.52	\$223,125.24
MWD of Southern California (CA)	Planning and Acquisition Unit Manager	\$167,091.00	\$214,531.00	\$167,091.00	\$214,531.00
Santa Clara Valley Transportation Authority (CA)	Deputy Director, Transit Planning and Capital Development	\$174,996.04	\$230,994.74	\$153,926.00	\$206,252.00
City of Los Angeles (CA)	Superintendent of Planning and Construction	\$139,499.00	\$203,955.00	\$139,499.00	\$203,955.00
Long Beach Unified School District (CA)	Executive Director, Facilities, Development & Planning	\$168,490.15	\$197,853.20	\$168,835.00	\$198,257.00
Santa Monica Community College District (CA)	Director of Facilities Planning and Construction	\$162,108.00	\$197,040.00	\$163,042.00	\$198,180.00
Maricopa County (AZ)	Facilities Capital Projects and Planning Division Director	\$101,500.00	\$162,500.00	\$124,473.00	\$195,445.00
County of Los Angeles (CA)	Chief of Planning, Parks and Recreation	\$123,829.68	\$192,580.80	\$123,829.68	\$192,580.80
Broward County School District (FL)	Director, Facilities Planning & Real Estate	\$84,651.00	\$165,451.00	\$97,310.00	\$187,304.00
Montgomery County Public Schools(MD)	Director, Division of Capital Planning	\$134,318.00	\$171,552.00	\$135,668.00	\$175,953.00
Miami Dade County Public Schools (FL)	District Director, Facilities Planning	\$93,162.00	\$147,240.00	\$107,177.00	\$166,520.00
Clark County School District (NV)	Director IV, Comprehensive Planning	\$105,972.00	\$135,060.00	\$121,023.00	\$155,744.00
San Francisco Unified School District (CA)	Director of Facilities Design and Construction	\$127,301.36	\$173,261.16	\$112,336.00	\$155,672.00
Elk Grove Unified School District (CA)	Director - Planning	\$115,173.00	\$145,121.00	\$120,517.00	\$153,638.00
Oakland Unified School District (CA)	Executive Director, Facilities Management and Planning	\$125,639.84	\$160,361.31	\$117,661.00	\$152,822.00
	average	\$147,241.79	\$211,363.03	\$150,233.65	\$216,916.73
	25th percentile	\$124,282.22	\$168,501.50	\$121,724.67	\$181,628.50
	50th percentile	\$159,967.64	\$203,955.00	\$158,484.00	\$203,955.00
	75th percentile	\$174,547.43	\$258,861.50	\$171,647.50	\$256,509.50
	80th percentile	\$175,237.61	\$269,556.80	\$181,580.00	\$271,955.60
	90th percentile	\$182,545.37	\$280,699.74	\$187,593.28	\$294,102.56
<b>LAUSD</b>	<b>Director of Facilities Planning and Development</b>	\$196,227.24	\$244,478.12	\$196,227.24	\$244,478.12

Private Sector:

Agency	Title	25th	50th	75th
ERI	Planning & Development Director	\$147,095.00	\$182,144.00	\$223,140.00
Mercer	"Real Estate Management - Sub-function Executive 1 (E1) [REA.01.001.E10]"	\$206,795.00	\$236,997.00	\$268,808.00
	AVERAGE	\$176,945.00	\$209,570.50	\$245,974.00

AGENCY DETAIL BY CLASSIFICATION: DIRECTOR OF FACILITIES PROJECT EXECUTION

Agency (Public)	Title	Annual Min Salary	Annual Max Salary	Geo Annual Min Salary	Geo Annual Max Salary
County of Los Angeles (CA)	Deputy Director, Public Works	\$191,106.96	\$297,210.48	\$191,106.96	\$297,210.48
Los Angeles Metropolitan Transportation Authority (CA)	Senior Executive Officer, Project Management	\$187,699.20	\$281,548.80	\$187,699.20	\$281,548.80
Orange County Transportation Authority (CA)	Director - Highway Project Delivery		\$264,638.00		\$271,709.00
Central Puget Sound Transportation Authority (WA)	Director, Buildings and Infrastructure	\$140,000.00	\$260,000.00	\$140,931.00	\$265,049.00
MWD of Southern California (CA)	Engineering Services Section Manager	\$192,774.00	\$252,491.00	\$192,774.00	\$252,491.00
Port of Los Angeles (CA)	Chief Harbor Engineer	\$172,468.00	\$252,146.00	\$172,468.00	\$252,146.00
Los Angeles Community College District (CA)	Director of Bond Capital Construction	\$190,016.52	\$223,125.24	\$190,016.52	\$223,125.24
San Francisco BART (CA)	Group Manager, Capital Projects	\$148,935.00	\$225,638.00	\$141,110.00	\$221,897.00
Dallas Independent School District (TX)	Executive Director, Construction Services	\$138,312.00	\$199,043.00	\$149,177.00	\$214,198.00
Broward County School District (FL)	Executive Director, Capital Programs	\$104,836.00	\$189,212.00	\$120,290.00	\$212,718.00
Port of Long Beach (CA)	Director of Construction Management	\$157,900.00	\$208,800.00	\$158,271.00	\$209,226.00
NYC School Construction Authority (NY)	Vice President Construction Management	\$119,387.00	\$220,397.00	\$109,984.00	\$205,672.00
San Diego Unified School District (CA)	Director, Construction Management Department	\$144,440.28	\$185,415.68	\$152,741.00	\$197,036.00
Miami Dade County Public Schools (FL)	Assistant Superintendent, Construction Management, School Facilities	\$108,370.00	\$167,690.00	\$124,290.00	\$187,982.00
Montgomery County Public Schools (MD)	Director, Division of Design and Construction	\$134,318.00	\$171,552.00	\$135,668.00	\$175,953.00
San Bernardino Community College District (CA)	Associate Director, Bond Program Planning & Construction	\$120,750.00	\$163,730.00	\$128,731.00	\$167,938.00
Orange County (CA)	Capital Projects Manager, Senior	\$117,956.80	\$163,363.20	\$120,634.00	\$167,653.00
Clark County School District (NV)	Director IV – Capital Program Office	\$105,972.00	\$135,060.00	\$121,023.00	\$155,744.00
	average	\$145,602.46	\$214,503.36	\$149,230.28	\$219,960.92
	25th percentile	\$119,387.00	\$175,017.92	\$124,290.00	\$190,245.50
	50th percentile	\$140,000.00	\$214,598.50	\$141,110.00	\$213,458.00
	75th percentile	\$172,468.00	\$252,404.75	\$172,468.00	\$252,404.75
	80th percentile	\$184,652.96	\$256,996.40	\$184,652.96	\$260,025.80
	90th percentile	\$190,452.70	\$269,711.24	\$190,452.70	\$274,660.94
<b>LAUSD</b>	<b>Director of Facilities Project Execution</b>	\$205,795.44	\$254,185.86	\$205,795.44	\$254,185.86

Private Sector:

Agency	Title	25th	50th	75th
ERI	Construction Engineering Director	\$188,833.00	\$216,412.00	\$246,959.00
Mercer	Construction Operations - Senior Manager II (M5) [CON.02.025.M50]	\$170,681.00	\$203,313.00	\$224,450.00
	AVERAGE	\$179,757.00	\$209,862.50	\$235,704.50

# TAB 12



**Board of Education Report**

[Return to the Order of Business](#)

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**File #:** Rep-103-23/24, **Version:** 1

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**Report of Cash Disbursements**  
**November 14, 2023**  
**Accounting and Disbursements Division**

**Action Proposed:**

Ratify cash disbursements totaling \$1,071,524,331.63 which were made against funds of the District from September 1, 2023, through September 30, 2023. These disbursements are within approved budgeted appropriations and were made in accordance with established Board policies.

- a. "A" Warrants (Payroll) total of \$39,670,713.18

Warrant Numbers:

3145474 - 3156178  
3156196 - 3172184

- b. Direct deposit payroll (Automated Clearing House -ACH) total of \$406,831,815.76

- c. "B" Warrants (Accounts Payable) total of \$135,181,081.14

Warrant Numbers:

21194038 - 21194263	21219140 - 21219304
21197640 - 21197820	21221181 - 21221353
21200372 - 21200504	21223789 - 21223983
21202730 - 21202856	21226274 - 21226375
21204947 - 21205228	21228047 - 21228248
21207269 - 21207439	21229900 - 21230072
21209404 - 21209553	21232293 - 21232426
21212077 - 21212238	21234918 - 21235046
21214564 - 21214635	21237192 - 21237315
21216734 - 21216951	

- d. Accounts Payable ACH payments total of \$489,840,721.55

**Background:**

This is a recurring monthly Board report for the Board to approve warrants or checks issued by the District for payroll and non-salary obligations that occur as part of school business.

**Expected Outcomes:**

The Board shall be approving routine District financial transactions.

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**File #:** Rep-103-23/24, **Version:** 1

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**Board Options and Consequences:**

A “Yes” vote ratifies the previously disbursed payments.

A “No” vote would cause the cancellation of previously issued payments.

**Policy Implications:**

This Board report does not change any school policy.

**Budget Impact:**

This Board report approves financial transactions but does not change the budget authority.

**Student Impact:**

This Board report includes routine financial transactions, which support student achievement.

**Equity Impact:**

Not applicable. A routine transaction.

**Issues and Analysis:**

The Board shall be approving routine District financial transactions.

**Attachments:**

Not applicable

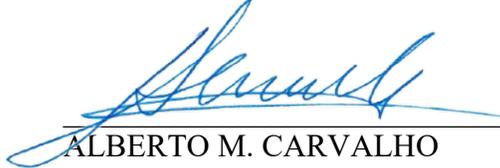
**Informatives:**

Not applicable

**Submitted:**

10/17/23

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED & PRESENTED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Office of the Deputy Superintendent

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED & PRESENTED BY:**

  
DAVID D. HART  
Chief Business Officer  
Office of the Chief Business Officer

Approved as to form.

**REVIEWED BY:**

  
ROLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

# TAB 13



## Board of Education Report

[Return to the Order of Business](#)

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**File #:** Rep-105-23/24, **Version:** 1

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### Donations of Money to the District

**November 14, 2023**

### Accounting and Disbursements Division

#### Action Proposed:

Approve the donation of money (District): It is recommended that the donations be accepted; that appreciation is expressed to the donors for their contribution by way of this report; the funds totaling \$545,741.00 be deposited; and the Controller be authorized to draw checks for the purposes indicated on the donation:

Date: 9/12/2023  
Donor: Partnership for LA Schools  
Donation: \$142,080.00  
For use at: Roosevelt High School  
Purpose: To provide funding for an additional Assistant Principal B-Basis

Date: 9/14/2023  
Donor: Friends of Franklin  
Donation: \$52,960.00  
For use at: Franklin Avenue Elementary  
Purpose: To provide funding for Elevo Fitness (Physical Education Program), Aimee Art Production Contract (Vocal Music and Chorus Program)

Date: 9/14/2023  
Donor: Kenter Canyon Parent Support Group  
Donation: \$25,000.00  
For use at: Kenter Canyon Elementary  
Purpose: To provide for West Valley counseling services for students

Date: 9/22/2023  
Donor: Kenter Canyon Parent Support Group  
Donation: \$73,000.00  
For use at: Kenter Canyon Elementary  
Purpose: To provide funding for West Valley Counseling services for students, Planet Bravo Technology for students

**File #:** Rep-105-23/24, **Version:** 1

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Date: 9/22/2023  
 Donor: Friends of GALA  
 Donation: \$27,200.00  
 For use at: Girls Academic Leadership Academy  
 Purpose: To provide funding for Everybody Dance LA, and Science Camp

Date: 9/22/2023  
 Donor: Playa Vista Education Group  
 Donation: \$93,251.00  
 For use at: Playa Vista Elementary  
 Purpose: To provide funding for an Elementary Teacher position

Date: 9/22/2023  
 Donor: Action for Healthy Kids  
 Donation: \$31,500.00  
 For use at: Wellness Programs  
 Purpose: To provide funding for projects, staff travel/conference expenses, healthy habit workshops, supplies, instructional materials

Date: 9/22/2023  
 Donor: Fairburn Youth Association  
 Donation: \$48,000.00  
 For use at: Fairburn Avenue Elementary  
 Purpose: To provide funding for Planet Bravo, professional contracts

Date: 9/22/2023  
 Donor: Mar Vista School Enrichment Group  
 Donation: \$52,750.00  
 For use at: Mar Vista School  
 Purpose: To provide funding for STAR PE Enrichment Program, Planet Bravo

**Background:**

The District receives donations from any individuals, foundations or organizations who desire to support its educational programs. Information such as donor name, amount or value, school or office receiving the donations and the purpose of the donation are presented in the board report for approval.

**Expected Outcomes:**

The Board shall be approving donations received.

**Board Options and Consequences:**

A “Yes” vote approves the donations of money made to the District.

A “No” vote would cause the non-acceptance of cash donations made to the District.

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**File #:** Rep-105-23/24, **Version:** 1

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**Policy Implications:**

This Board report does not change any school policy.

**Budget Impact:**

This Board report approves financial transactions but does not change the budget authority.

**Student Impact:**

This Board report highlights donations made to the District, which support its educational programs.

**Equity Impact:**

Not applicable. A routine transaction.

**Issues and Analysis:**

The Board shall be approving routine District financial transactions.

**Attachments:**

Not applicable

**Informatives:**

Not applicable

**Submitted:**

10/17/23

**RESPECTFULLY SUBMITTED,**

**APPROVED & PRESENTED BY:**



ALBERTO M. CARVALHO  
Superintendent



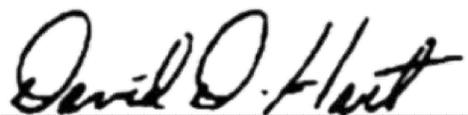
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

**REVIEWED BY:**

**APPROVED & PRESENTED BY:**



DEVORA NAVERA REED  
General Counsel



DAVID D. HART  
Chief Business Officer  
Office of the Chief Business Officer

✓ Approved as to form.

**REVIEWED BY:**



ROLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

✓ Approved as to budget impact statement.

# TAB 14



Board of Education Report

[Return to the Order of Business](#)

File #: Rep-093-23/24, Version: 1

**Approval of Routine Personnel Actions  
November 14, 2023  
Human Resources Division**

**Action Proposed:**

Approve 5,006 routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and approval of senior management contracts) according to the following breakdown:

Classified:	2,621
Certificated:	1,699
Unclassified:	686

It is proposed that the following routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and senior management contracts) be approved.

SAP transaction numbers: 3481931 to 3697598

ROUTINE PERSONNEL ACTIONS

	Total (this report) (09/14/2023 to 10/11/2023)	Total (Year-to-date)
1. Classified	2,621	35,141
2. Certificated	1,699	49,365
3. Unclassified	<u>686</u>	<u>8,204</u>
<b>TOTAL</b>	<b>5,006</b>	<b>92,710</b>

**BREAKDOWN OF ACTIONS:**

Actions	Classified	Certificated	Unclassified	Total
Hires	696	340	219	1,255
Leaves/Paid	156	103	0	259
Leaves/Unpaid	15	22	0	37
Reassignments/Demotions	10	3	0	13
Reassignments/Promotions	136	104	0	240
Reassignments/Transfers	181	376	63	620
Retirements	29	15	0	44

File #: Rep-093-23/24, Version: 1

Actions	Classified	Certificated	Unclassified	Total
Separations/Non-Resignations	168	90	202	460
Separations/Resignations	118	67	113	298
Other Actions*	1,112	579	89	1,780

\*Other actions include absences, conversion codes from legacy, change of pay, and change of work schedule and benefits.

**Background:**

This report is presented at each Board Meeting for approval of routine personnel actions.

**Expected Outcomes:**

Not applicable

**Board Options and Consequences:**

Specifically in regard to disciplinary action, a no vote may nullify the disciplinary action due to legal time constraints. A no vote impacts the timeliness of processing personnel actions for classified and certificated employees regarding their assignment, salary/rate, transfer, and new appointment and may be in conflict with procedural rights and benefits afforded them under applicable Education Code provisions, Personnel Commission Rules, District Policy, and respective Collective Bargaining Agreements (UTLA, AALA, Teamsters, Los Angeles School Police Sergeants and Lieutenants Association). Employees have procedural rights that are based on their status (permanent or probationary) associated with the specific personnel action being submitted and the respective rights available to them in accordance with the above. Additionally, based on Personnel Commission Rules, permanent classified employees have rights to appeals.

**Policy Implications:**

Not applicable

**Budget Impact:**

Cost Neutral

**Student Impact:**

Not applicable

**Equity Impact:**

Not applicable

**Issues and Analysis:**

All actions affecting classified personnel and apprentice personnel reported herein are in accordance with Section 45123-45125, 45135, and 45240-45318 of the Education Code and with the Rules of the Personnel Commission.

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**File #:** Rep-093-23/24, **Version:** 1

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**Attachments:**

Attachment A: Administrative Regulations 4214  
Attachment B: Number of Routine Personnel Actions  
Attachment C: Routine Personnel Actions  
Attachment D: Senior Management Contracts

**Informatives:**

Not applicable

**Submitted:**

10/17/23

**RESPECTFULLY SUBMITTED,**



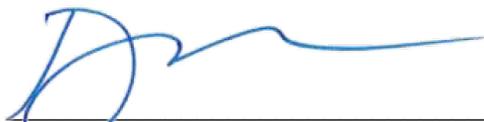
ALBERTO M. CARVALHO  
Superintendent

**APPROVED & PRESENTED BY:**



FRANCISCO J. SERRATO  
Interim Chief Human Resources Officer  
Human Resources Division

**REVIEWED BY:**



DEVORA NAVERA REED  
General Counsel

Approved as to form.

**APPROVED BY:**



PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations

**REVIEWED BY:**



NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

**CERTIFIED BY:**



KARLA GOULD  
Personnel Director  
Personnel Commission

Los Angeles Unified School District  
Human Resources Division

ATTACHMENT A

**DATE: 10/13/23**

ADMINISTRATIVE REGULATION: 4214 SAP Transaction #3481931-3697598

Each AR 4214 request has been reviewed and approved by a designee of the Superintendent.

TRANS#	NAME	FROM CLASS/LOCATION	TO CLASS	LOCATION
<b>COMMENTS:</b>				

NONE

Reasons For ESC Selection:

1. Special skills/special need (e.g. bilingual, school continuity, instructional expertise in literacy or math)
2. ESC recommends current limited acting incumbent
3. Reduction-in-Force (RIF)
4. Reassignment due to position closure/norm enrollment loss

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Personnel Commission

## ATTACHMENT B

**NUMBER OF ROUTINE PERSONNEL ACTIONS**

This attachment addresses the total number of classified personnel actions (2,621) on the Board of Education Routine Personnel Actions Report for the November 14, 2023 meeting.

The following table represents a breakdown of the new hire, reassignment, and rehire actions for the November 14, 2023 board report for the period of September 14, 2023 to October 11, 2023.

**Hire Data:**

As presented in the attached table, the total number of classified hire and reassignment actions for the period of September 14, 2023 to October 11, 2023, is 1,567 of which 1,007 (64%) are rehires or reassignments, and 560 (36%) are new hires. With the exception of 164 assignments, all of the actions are for positions which are school-based or provide direct support to the schools or their operations.

All new hires to regular/permanent positions are for A, B, C, or E basis positions. The new hires consist of: Accounting Analyst, Administrative Aide, Associate Project Engineer I (3), Building and Grounds Worker (6), Carpenter (2), Deputy Controller, Financial Manager, Food Production Assistant, Food Service Worker (15), Garage Attendant (3), Gardener, Heating and Air Conditioning Fitter, Heavy Bus Driver (2), Heavy Duty Bus-Truck Mechanic (2), Instructional Aide-Computer Lab, IT Support Technician (2), Library Aide (9), Locksmith, Naturalist (2), Office Technician (20), Operating Systems Specialist, Senior Food Service Worker, Senior Office Technician (2), Stock Worker (2), Student and Family Resources Navigator, Welder (2).

The following regular/permanent positions have been filled by promotional employees: Accounting Analyst (3), Administrative Analyst, Administrative Assistant, Board Secretariat, Area Electrical Supervisor, Area Heating and Air Conditioning Supervisor (2), Asbestos Abatement Supervisor, Assistant Administrative Analyst, Assistant Contract Administration Analyst, Assistant Contract Administration Manager, Assistant Plant Manager I (3), Assistant Projects Manager (2), Associate Computer Applications Specialist (2), Automotive Mechanic, Carpenter, Deputy Director of Masterplanning and Demographics, Driver-Trainer (Bus-Truck) (2), Electrical Inspector, Financial Aide, Financial Aide (CPOS), Food Service Manager I (5), Food Service Manager V, Garage Assistant (2), Gardener, Grants and Funding Program Manager, Health Care Assistant (4), Instructional Aide (Math) & (Restricted), Insurance Technician, Investigator, IT Business Efficiency Analyst, IT Customer Support Representative (4), IT Project Manager, IT Support Technician, IT Support Technician II (2), Library Aide, Maintenance Worker (4), Office Technician (2), Parent Education Support Assistant, Payroll Specialist I (4), Plant Manager I (5), Plant Manager II (4), Plant Manager III, Principal Administrative Analyst (3), Realty Agent, Resident Construction Engineer, Roofing Supervisor, Safety Officer Sergeant (2), School Administrative Assistant (4), Senior Administrative Analyst (2), Senior Electrical Inspector, Senior Financial Manager, Senior Floor Covering Installer, Senior Food Service Worker (3), Senior Heating and Air Conditioning Fitter, Senior Insurance Technician, Senior IT Support Technician, Senior Office Technician (14), Special Education Assistant (20), Supervising Accounting Technician, Welder.

Hire Data of All Classified Employees								
From September 14, 2023 to October 11, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg / Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
<b>NEW HIRE</b>								
Accounting Analyst		1						1
Accounting Technician II					1			1
Administrative Aide		1						1
Associate Project Engineer I		3						3
Athletics Assistant					17			17
Building and Grounds Worker		6			40			46
Bus Driver Trainee					5			5
Campus Aide (Female/Restricted)			2					2
Campus Aide (Male/Restricted)			2					2
Campus Aide (Restricted)			39		5			44
Carpenter		2						2
Community Representative A and (Restricted)			3					3
Community Representative C and (Restricted)			15			3		18
Deputy Controller		1						1
Early Education Center Aide I & (Restricted)					53			53
Early Education Center Attendant					1			1
Education Aide III & (Restricted)			3					3
Education Aide III (AVID)			3					3
Financial Manager		1						1
Floor Covering Installer					1			1
Food Production Assistant		1						1
Food Service Worker		15			95			110
Garage Attendant		3						3
Gardener		1						1
Heating and Air Conditioning Fitter		1						1
Heavy Bus Driver		2						2
Heavy Duty Bus-Truck Mechanic		2						2
Instructional Aide (Literacy) & (Restricted)			2					2
Instructional Aide (Math) & (Restricted)			1					1
Instructional Aide (Transitional Kindergarten) & (Restricted)			27					27
Instructional Aide I & (Restricted)			25					25
Instructional Aide-Computer Lab		1						1
IT Support Technician		2			3			5
Library Aide		9						9
Locksmith		1						1
Naturalist		2						2
Office Technician		20			1			21

Hire Data of All Classified Employees								
From September 14, 2023 to October 11, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg / Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Operating Systems Specialist		1						1
School Facilities Attendant (Restricted)					2			2
School Supervision Aide and (Restricted)			49			3		52
Senior Assignment Technician					1			1
Senior Food Service Worker		1						1
Senior Office Technician		2			1			3
Special Education Assistant					33			33
Special Education Trainee					40			40
Stock Worker		2						2
Student and Family Resources Navigator		1						1
Welder		2						2
<b>New Hire Total</b>		<b>84</b>	<b>171</b>		<b>299</b>	<b>6</b>		<b>560</b>
<b>REASSIGNMENT</b>								
Accounting Analyst		4					1	5
Accounting Technician II		3						3
Administrative Analyst		2						2
Administrative Assistant, Board Secretariat		1						1
Administrative Services Manager		1						1
Administrative Staff Aide	1							1
Area Electrical Supervisor		1						1
Area Heating and Air Conditioning Supervisor		3						3
Asbestos Abatement Supervisor		1						1
Assignment Technician		1		1				2
Assistant Administrative Analyst		1					1	2
Assistant Area Bus Supervisor	1						2	3
Assistant Contract Administration Analyst		1						1
Assistant Contract Administration Manager		1						1
Assistant Plant Manager I	2	4					2	8
Assistant Projects Manager		2						2
Associate Computer Applications Specialist		2						2
Athletics Assistant					4			4
Automotive Mechanic		2						2
Building and Grounds Worker		77			21			98
Bus Dispatcher							1	1
Buyer	1							1
Campus Aide (Female/Restricted)		1	1					2
Campus Aide (Male/Restricted)		1	2		1			4
Campus Aide (Restricted)		9	22		2		3	36
Carpenter		3						3
Community Representative A and (Restricted)			1					1

Hire Data of All Classified Employees								
From September 14, 2023 to October 11, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg / Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Community Representative C and (Restricted)		2	4					6
Contract Assistant	1							1
Deputy Controller	1							1
Deputy Director of IT, Infrastructure Project Management							1	1
Deputy Director of Masterplanning and Demographics		1						1
Director of IT, Infrastructure Project Management	1							1
Director of Translations	1							1
Driver-Trainer (Bus-Truck)		2						2
Early Education Center Aide I & (Restricted)		5	25		5			35
Early Education Center Office Manager	1						1	2
Education Aide III & (Restricted)			1					1
Electrical Inspector		1						1
Financial Aide		1						1
Financial Aide (CPOS)		1						1
Fiscal Specialist							1	1
Floor Covering Installer		1						1
Food Service Manager I	7	7					1	15
Food Service Manager II	3	1						4
Food Service Manager V	3	1						4
Food Service Manager VI	2							2
Food Service Manager VII	1							1
Food Service Training Specialist	1							1
Food Service Worker		48			2			50
Garage Assistant		2						2
Gardener		2						2
Grants and Funding Program Manager		1						1
Hand Grader		1						1
Head Stock Clerk	1							1
Health Care Assistant		16					4	20
Health Office Clerk		1			1			2
Heavy Bus Driver		2						2
Human Resources Specialist II	1							1
Information Systems Security Assistant							1	1
Instructional Aide (Literacy) & (Restricted)		7	3				2	12
Instructional Aide (Math) & (Restricted)		2	1				1	4
Instructional Aide (Transitional Kindergarten) & (Restricted)			33				9	42
Instructional Aide for Students Who Are Deaf and Hard-of-Hearing-Signing		1						1
Instructional Aide I & (Restricted)			9				4	13
Instructional Aide-Computer Lab		1						1
Insurance Technician		2			1			3

Hire Data of All Classified Employees								
From September 14, 2023 to October 11, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg / Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Investigator		1						1
IT Business Efficiency Analyst		1					1	2
IT Customer Support Representative		4						4
IT Project Manager		1						1
IT Solution Technician	2							2
IT Support Technician		5					1	6
IT Support Technician II	1	2						3
Legislative Assistant				1				1
Library Aide		7						7
Locksmith		1						1
Maintenance Worker		5						5
Network Operations Center Analyst	1							1
Office Technician		12	1	1	3		4	21
Out-of-School Regional Director	1							1
Parent Education Support Assistant		1						1
Parent Education Support Assistant (Spanish Language)		1						1
Parent Resource Assistant (Spanish Language) and Restricted		1						1
Payroll Specialist I		5						5
Payroll Specialist III							1	1
Plant Manager I		6					5	11
Plant Manager II		6					2	8
Plant Manager III		2					1	3
Plumber		1						1
Principal Administrative Analyst		3					1	4
Principal Auditor, Inspector General's Office		1						1
Program and Policy Development Specialist		1						1
Realty Agent		1						1
Resident Construction Engineer		1						1
Roofing Supervisor		1						1
Safety Officer Sergeant		2						2
School Administrative Assistant		5					5	10
School Climate Advocate & (Restricted)		2	9				8	19
School Facilities Attendant (Female) (Restricted)		1						1
School Safety Officer		2						2
School Supervision Aide and (Restricted)		2	12			3	3	20
Senior Administrative Analyst		2						2
Senior Administrative Assistant	1							1
Senior Administrator, IT Infrastructure							1	1
Senior Assignment Technician	1							1
Senior Carpenter	1							1
Senior Electrical Inspector		1						1



Hire Data of All Classified Employees								
From September 14, 2023 to October 11, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg / Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Instructional Aide-Computer Lab		1						1
IT Solution Technician		1						1
IT Solutions Architect		1						1
IT Support Technician					1			1
Library Aide		2						2
Office Technician		3						3
Police Officer		1						1
School Supervision Aide and (Restricted)			12			1		13
Senior Office Technician		1						1
Special Education Assistant		7			10			17
Special Education Trainee					13		1	14
Student and Family Resources Navigator		2						2
Sustainability Specialist		1						1
<b>Rehire Total</b>		<b>33</b>	<b>35</b>		<b>66</b>	<b>1</b>	<b>1</b>	<b>136</b>
<b>Grand Total</b>	<b>47</b>	<b>583</b>	<b>330</b>	<b>3</b>	<b>493</b>	<b>10</b>	<b>101</b>	<b>1,567</b>

### Summary

Temporary and Substitute employees are often needed for short periods of time to assume responsibilities for regular employees when they are unavailable; they are not intended to replace regular employees for an extended period of time. Positions for several classifications, such as Education Aides and Instructional Aides, are typically filled by restricted status employees.

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Human Resources Division

ATTACHMENT C

**ROUTINE PERSONNEL ACTIONS**

The Human Resources Division reports 340 certificated new hires during the time period covered by this report and a summary list of hires appears below. The 340 certificated new hires serve at schools and programs throughout the District and are comprised of both former employees selected from rehire lists and newly employed certificated employees. Substitute teachers continue to be hired to ensure increased coverage capacity for teacher absences.

Adult Education Teacher, P-P CT	1
Adult Education Teacher, Day-to-Day Substitute	3
Counselor, Pupil Services & Attendance	20
Counselor, Secondary School	4
Early Childhood Ed Teacher, Substitute	1
Elementary Teacher	25
Elementary Teacher, Day-to-Day Substitute	96
Instructional Coach, Elementary	1
Library Media Teacher	1
Non-classroom Assignment	2
Occupational Therapist	2
Principal, Early Education	1
Psychiatric Social Worker	10
ROC/ROP Teacher	4
School Nurse	14
School Psychologist	2
Secondary Teacher	33
Special Education Teacher	8
Special Education Teacher, MMD	1
Special Education Teacher, RSP	1
Special Education Physical Therapist	1
Speech & Language Pathologist	12
Teacher Assistant-Degree Track	97

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Human Relations Division

ATTACHMENT D

**ROUTINE PERSONNEL ACTIONS – SENIOR MANAGEMENT**

Approval of a contract of employment for a senior management employee appointed by the Board of Education in closed session on October 17, 2023. See attached list.

LOS ANGELES UNIFIED SCHOOL DISTRICT  
SENIOR MANAGEMENT CONTRACTS  
OCTOBER 17, 2023

NAME	TITLE	SERVICE	START DATE	END DATE	SALARY	*STEP	AUTO/ALLOWANCE/ OTHER
Chris Alejo	Deputy Director of Facilities Program Support Services	Classified	10/18/2023	6/30/2024 +	\$164,463.12	1 of 5	\$250 per month
Matt Friedman	Deputy Chief Procurement Officer	Classified	11/15/2023	6/30/2025	\$182,115.36	3 of 5	\$250 per month

+ Indicates that contract will be automatically renewed upon positive evaluation

\*Employees who are in classifications with steps and are not at top step are eligible for an increase during contract.

# TAB 15



## Board of Education Report

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**File #:** Rep-094-23/24, **Version:** 1

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### **Provisional Internship Permits**

**November 14, 2023**

**Human Resources Division**

#### **Action Proposed:**

Approve request for 32 teachers to be employed under the Provisional Internship Permit pursuant to Title 5 California Code of Regulations, Section 80021.1.

#### **Background:**

The Provisional Internship Permit became effective on July 1, 2005, in anticipation of the phasing out of the former authorizing document. The Provisional Internship Permit is valid for one year and may not be renewed. During the first year of employment, the Provisional Intern teacher must meet all requirements for entrance into an accredited intern program.

The Los Angeles County Office of Education grants authority to the District to employ potential Provisional Interns on a Temporary County Certificate until such time that the Board of Education approves their employment under the Provisional Internship Permit. Commission on Teacher Credentialing (CTC) regulations require that the request to employ Provisional Interns be approved by the Board and submitted to the CTC within three months of the teachers beginning their assignment.

The CTC requires that the governing board be presented with a list of teachers to be employed under the Provisional Internship Permit (Attachment A). Additionally, the CTC requires that the approval of these Permits be an action item on the agenda and not part of the consent agenda.

#### **Expected Outcomes:**

The approval of Provisional Internship Permits will enable the District to continue to staff teacher vacancies in shortage subject fields with individuals committed to completing the requirements to enter into an intern program and subsequently earn a full credential.

#### **Board Options and Consequences:**

Approval of Provisional Internship Permits will afford the District the opportunity to hire new special education, multiple subject, mathematics, theater, social science, physical education, and English teachers who will be required to follow a prescribed and rigorous pathway that results in the earning of both full state and federal teacher certification.

If the Provisional Internship Permits are not approved, and a full-time teacher cannot be hired, classroom vacancies would be staffed by a series of individuals in possession of only Emergency 30-Day Substitute Teaching Permits. Day-to-day substitutes are not required to be enrolled in a teacher education program, and may only remain in a special education classroom for a maximum of twenty days, after which time they are deemed by the State as inappropriately assigned.

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**File #:** Rep-094-23/24, **Version:** 1

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**Policy Implications:**

This action does not change District policy.

**Budget Impact:**

There is no impact on the District's budget.

**Student Impact:**

The goal of the Human Resources Division is to ensure that there is an appropriately authorized teacher in every classroom. In areas of high need such as special education, multiple subject, mathematics, theater, social science, physical education, and English, where there might be a teacher shortage, the District may approve the use of Provisional Internship Permits, which authorize a teacher candidate to step into the classroom as the teacher of record while they take the necessary steps to enroll in a credential program.

**Equity Impact:**

Not applicable

**Issues and Analysis:**

Not applicable

**Attachments:**

Attachment A: List of Teachers with Provisional Intern Permits

**Informatives:**

Not applicable

**Submitted:**

10/17/23

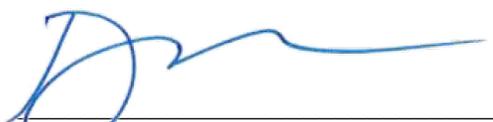
**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED & PRESENTED BY:**

  
FRANCISCO J. SERRATO  
Interim Chief Human Resources Officer  
Human Resources Division

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED & PRESENTED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

Approved as to budget impact statement.

Teachers with Provisional  
Intern Permits

No.	Name	School	Region	BD	Subject	Effective
1	Jocelyn Antonio-Cruz	54th Street EL	W	1	Mild/Moderate Support Needs and Extensive Support Needs	9/25/2023
2	Alexandra Miranda	95th Street EL	S	1	Multiple Subject	8/25/2023
3	Emmeline Ezquivel	42nd Street EL DL World Language Spanish	S	1	Multiple Subject	8/25/2023
4	Lili Mandl	Plasencia EL STEAM Magnet	E	2	Multiple Subject	9/25/2023
8	Jocelyn Duran Carretero	Belvedere EL	E	2	Multiple Subject	9/27/2023
6	Jacqueline Munoz	9th Street EL	E	2	Multiple Subject	9/6/2023
7	Sabrina White	Leo Politi EL	W	2	Mild/Moderate Support Needs and Extensive Support Needs	10/3/2023
5	Tiffany Carranza	Elementary Community Day School	C	2	Multiple Subject	8/25/2023
9	Lena Scott	Van Nuys MS	N	3	Mathematics	10/9/2023
10	Marcia Rozario	Chandler EL	N	3	Multiple Subject	9/21/2023
11	Erin Vasquez	North Hollywood SH	N	3	Mathematics	10/6/2023
12	Marissa Machado	Webster MS	W	4	Physical Education	10/3/2023
13	Nichole Myers	Sutter MS STEAM/ Leadership Magnet	N	4	Mathematics	10/6/2023
14	Barden Adams	University Charter HS Math/Art/Sci/Tech Magnet	W	4	Social Science	10/5/2023
15	Aaron Roberts	South Gate SH	E	5	English (No Theater)	9/27/2023
16	Angela Arnold	Jefferson SH	E	5	Mild/Moderate Support Needs and Extensive Support Needs	9/25/2023
17	Fatih Haciosmanoglu	Linda Marquez SH SJ	E	5	Theater	9/20/2023

Teachers with Provisional  
Intern Permits

No.	Name	School	Region	BD	Subject	Effective
18	Alberto Ruan	Dr. Julian Nava Learning Academy	E	5	Social Science	9/7/2023
19	Enrique Camacho Jr	Los Angeles EL	W	5	Multiple Subject	9/18/2023
20	Esther Blas-Higa	Fishburn Ave EL	E	5	Mild/Moderate Support Needs and Extensive Support Needs	9/22/2023
21	Daniel Ruatta	Jospeh Le Conte MS	W	5	Mathematics	10/2/2023
22	Sitara Falcon	Mount Washington EL	E	5	Multiple Subject	10/10/2023
23	Daniela Escalera Leon	Langdon Ave EL	N	6	Multiple Subject	8/25/2023
24	Valeria Hernandez	Toluca Lake EL	N	6	Mild/Moderate Support Needs and Extensive Support Needs	10/4/2023
25	Maria Ramirez	Vinedale College Prep Academy	N	6	Multiple Subject	10/4/2023
26	Marian Hanna	Fulton College Prep	N	6	Mild/Moderate Support Needs and Extensive Support Needs	10/6/2023
27	Sean Gilliland	Hubbard EL	N	6	Multiple Subject	10/11/2023
28	Samantha Cabral	Carnegie MS	S	7	Multiple Subject	10/2/2023
29	Cynthia Ortiz	99th Street EL	S	7	Multiple Subject	8/30/2023
30	Imelda Pacheco	99th Street EL	S	7	Multiple Subject	8/30/2023
31	Trenia Johnson	Alexander Fleming MS	S	7	Mathematics	8/30/2023
32	Jeovanni Villalta Cruz	Alexander Fleming MS	S	7	Mathematics	8/30/2023

# TAB 16



## Board of Education Report

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**File #:** Rep-090-23/24, **Version:** 1

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### **Approval of the California Community Schools Partnership Program Grant Award**

**November 14, 2023**

**Division of Instruction**

#### **Action Proposed:**

Ratification for the California Community Schools Partnership Program (CCSPP) Implementation Grant, Cohort 2 for a total grant award of \$30,162,500 over a five-year period. The grant award continues through June 30, 2028.

#### **Background:**

In the Winter of 2022, the State of California announced a competitive grant opportunity for all California Local Education Agencies (LEAs) to support and expand the implementation of existing community schools. Los Angeles Unified School District, in conjunction with United Teachers Los Angeles (UTLA) and UNITE-LA, submitted an application on March 21, 2023. On May 23, 2023, a total of \$30,162,500 was awarded.

#### **Expected Outcomes:**

Increased attendance, academic achievement, parent engagement and whole child wellness.

All District schools designated as community schools undergo the community school selection process outlined in District Reference Guide 106102, titled 2020-2021 Cohort 2 Community School Designation process. This process established foundational criteria for school selection, to include schools in high-need areas that demonstrate their readiness to begin the Community School designation process. All twenty-three (23) schools are priority schools.

#### **Board Options and Consequences:**

The Board has the option of voting “Yes” to receive these funds or voting “No” to decline these funds.

A “No” vote would impede progress toward transformational change within twenty-three (23) schools and hinder the ability of the Community Schools Initiative to provide the full experience of an evidence-informed school improvement framework centering on four pillars that, when combined, create the conditions necessary for students to thrive academically, socially, and emotionally.

A “Yes” vote would allow twenty-three (23) schools access to supplementary funds for the purposes of providing enriched learning opportunities to help mitigate learning loss due to the pandemic, increase collaborative leadership practices, enhance parent engagement, and expand offerings related to integrated student supports.

#### **Policy Implications:**

There are no policy implications.

**File #:** Rep-090-23/24, **Version:** 1

**Budget Impact:**

Matching and/or in-kind funds equal to 33% must be provided annually through June 30, 2028. Over the life of the grant the budget impact will total \$9,953,625.

**Student Impact:**

The California Community School Partnership Program Grant (CCSPP) will strengthen the development of community partnerships and engagement integral in improving student learning outcomes under the Community School model at twenty-three (23) Community Schools (CS) in Cohorts 2 through 4.

**Equity Impact:**

Component	Score	Score Rationale
<b>Recognition</b>	4	This grant affirmatively recognizes historical inequities by supporting work at the 23 designated Community Schools selected based on a rubric recognizing historical inequities.
<b>Resource Prioritization</b>	4	This grant effectively prioritizes resources based on student need as all Community Schools approved by the Calif. Dept. of Ed. have a high “unduplicated count” rate.
<b>Results</b>	3	The grant’s support of L.A. Unified’s Community Schools effort is likely to result in closing the achievement gap as the monies will be utilized in support of evidence-based strategies that will help drive the District’s Community Schools initiative. Based on national data, Community Schools have greater achievement gains than non-community schools.
<b>TOTAL</b>	<b>11</b>	

**Issues and Analysis:**

None

**Attachments:**

Attachment A: Grant Budget

Attachment B: List of Community Schools Receiving CCSPP Implementation Grant, Cohort 2

Linked Materials: [Reference Guide 106102 2020-2021 Cohort 2 Community School Designation Application Process <https://drive.google.com/file/d/1-a2bKUQMj8nRzIoXSmp0Q4KPdmJwzkiU/view?usp=share\\_link>](https://drive.google.com/file/d/1-a2bKUQMj8nRzIoXSmp0Q4KPdmJwzkiU/view?usp=share_link)

(referenced in Expected Outcomes).

**Informatives:**

Not Applicable.

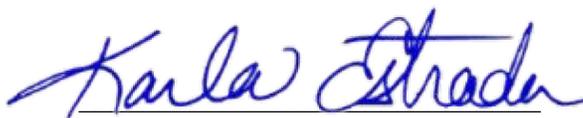
**Submitted:**

10/20/23

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

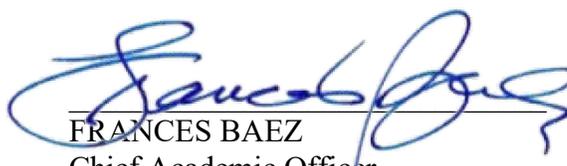
**APPROVED BY:**

  
KARLA V. ESTRADA  
Deputy Superintendent of Instruction

**REVIEWED BY:**

  
DEVORA NAVERA REED  
General Counsel

**APPROVED & PRESENTED BY:**

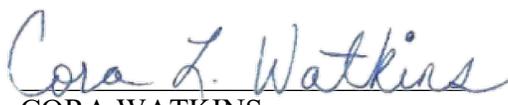
  
FRANCES BAEZ  
Chief Academic Officer  
Division of Instruction

Approved as to form.

**REVIEWED BY:**

  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance

**APPROVED & PRESENTED BY:**

  
CORA WATKINS  
Director  
Community Schools Initiative

Approved as to budget impact statement.

COMMUNITY SCHOOLS PARTNERSHIP IMPLEMENTATION GRANT BUDGET BREAKDOWN

School	Board District	Region	Year 1 Award	Year 2 Award	Year 3 Award	Year 4 Award	Year 5 Award	Total Amount
			\$6,350,000.00	\$6,350,000.00	\$6,350,000.00	\$6,350,000.00	\$4,762,500.00	\$30,162,500.00
Baldwin Hills Elementary	1	West	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Cheviot Hills Continuation	1	West	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Horace Mann UCLA Community	1	South	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Johnnie Cochran, Jr., Middle	1	West	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Marlton	1	West	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Marvin Elementary	1	West	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$112,500.00	\$712,500.00
Belvedere Elementary	2	East	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Contreras Learning Center-School of Social Justice	2	East	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Fourth Street Primary Center	2	East	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$112,500.00	\$712,500.00
Harold McAlister High (Opportunity)	2	East	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
School of Business and Tourism at Contreras Learning Complex	2	East	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$300,000.00	\$1,900,000.00
Northridge Middle	3	North	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Aldama Elementary	4	East	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Bertrand Avenue Elementary	4	North	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$112,500.00	\$712,500.00
Venice Senior High	4	West	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
WESM Health/Sports Medicine	4	West	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Thomas Jefferson Senior High	5	East	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
West Vernon Avenue Elementary	5	East	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Charles Maclay Middle	6	North	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
James Monroe High	6	North	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00

COMMUNITY SCHOOLS PARTNERSHIP IMPLEMENTATION GRANT BUDGET BREAKDOWN

School	Board District	Region	Year 1 Award	Year 2 Award	Year 3 Award	Year 4 Award	Year 5 Award	Total Amount
Valley Oaks Center for Enriched Studies	6	North	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$375,000.00	\$2,375,000.00
Leland Street Elementary	7	South	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
Towne Avenue Elementary	7	South	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00

**List of Community Schools Receiving CCSPP Implementation Grant, Cohort 2 Funding**

<b>Board District</b>	<b>Cohort</b>	<b>School Name</b>	<b>Location Code</b>	<b>Region</b>	<b>COS</b>	<b>Priority</b>
1	2	Baldwin Hills El	2274	West	Hamilton	Tier 1
1	4	Cheviot Hills Cont. HS	8688	West	Hamilton	Tier 1
1	4	Johnnie Cochran MS	8245	West	Mid-City	Tier 3
1	4	Mann UCLA Community Schools	7574	South	Mid-City	Tier 3
1	4	Marlton (Span)	1949	West	Hamilton	Tier 1
1	4	Marvin Ave ES	5178	West	Fairfax	Tier 1
2	4	4 <sup>th</sup> Street PC	3974	East	East LA	Tier 1
2	4	Aldama ES	2027	East	Eagle Rock/Highland Park	Tier 1
2	4	Belvedere ES	2397	East	East LA	Tier 1
2	4	McAlister HS	1918	East	MacArthur Park	Tier 1
2	4	MCLC: School of Business and Tourism	8517	East	MacArthur Park	Tier 1
2	4	MCLC: Social Justice	8527	East	MacArthur Park	Tier 3
3	4	Northridge MS	8283	North	Cleveland	Tier 3
4	4	Bertrand ES	2438	North	Reseda	Tier 1
4	3	Venice HS	8907	West	Venice	Tier 1
4	4	Westchester Enriched Science Magnets (WESM)	8943	West	Westchester	Tier 1
5	4	Jefferson HS	8714	East	South LA	Tier 3
5	4	West Vernon	7654	East	South LA	Tier 1

**List of Community Schools Receiving CCSPP Implementation Grant, Cohort 2 Funding**

<b>Board District</b>	<b>Cohort</b>	<b>School Name</b>	<b>Location Code</b>	<b>Region</b>	<b>COS</b>	<b>Priority</b>
6	4	Maclay MS	8228	North	Sun Valley	Tier 3
6	4	Monroe HS	8768	North	Monroe	Tier 1
6	4	Valley Oaks Center for Enriched Studies	7895	North	Sun Valley	Tier 2
7	4	Leland St Global Awareness Magnet and STEAM Academy	4836	South	San Pedro	Tier 1
7	4	Towne Ave ES	7205	South	Carson	Tier 1

**Rev. 09/27/23**

# TAB 17



**Board of Education Report**

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**File #: Res-011-23/24, Version: 1**

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Dr. McKenna - November as Homeless Youth Awareness Month (Res-011-23/24) (Noticed October 17, 2023)

Whereas, Congress first declared November as National Homeless Youth Awareness Month in 2007;

Whereas, California passed a resolution recognizing November as California Runaway and Homeless Youth Prevention Month in 2023;

Whereas, November is a time to elevate the issue of youth homelessness and grow the commitment to prevent and end homelessness among young people in the United States;

Whereas, In 2022, an estimated 9,100 youth in Los Angeles County lacked a safe place to live;

Whereas, A disproportionate number of youth experiencing homelessness are members of historically underserved populations;

Whereas, Youth experiencing homelessness are often exposed to dangers, have an increased likelihood of substance abuse, early parenthood, and trafficking, and experience depression and posttraumatic stress disorder;

Whereas, Nearly 70 percent of Los Angeles Unified School District's homeless students were chronically absent during the 2021-22 school year;

Whereas, The District is developing programs such as iAttend to identify homeless students and provide them with needed resources;

Whereas, Research has shown that homeless youth are more likely to score lower on standardized tests, be placed in special education, repeat a grade, transfer schools, and drop out of school;

Whereas, The McKinney-Vento Homeless Assistance Act ensures educational rights and protections for homeless youth;

Whereas, In compliance with the McKinney Vento Homeless Assistance Act, the District's Homeless Education Office was designed to provide assistance to homeless students and families and maximize access to educational, social, and enrichment programs to promote student achievement;

Whereas, The Governing Board of the Los Angeles Unified School District recognizes that homelessness is a serious problem for many students, families, and the City at large; and

Whereas, The Board recognizes the important role education can play in preventing and ending youth homelessness; now, therefore, be it

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**File #: Res-011-23/24, Version: 1**

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Resolved, That the Governing Board of the Los Angeles Unified School District declares November 2023 as Homeless Youth Awareness Month; and, be it finally

Resolved, That the Los Angeles Unified School District recognizes the unique challenges of youth experiencing homelessness and commits to increasing awareness of the issues impacting these students and will continue to support and explore programs, partnerships, and legislation that combat homelessness and remove barriers to success for homeless youth.

# TAB 18



## Board of Education Report

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**File #: Res-012-23/24, Version: 1**

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Mr. Schmerelson - Commemorating Diwali and Celebrating South Asian Heritage (Res-012-23/24) (Noticed October 17, 2023)

Whereas, Diwali, also known as Deepawali, is a five-day festival observed by more than a billion people across faiths, including Hinduism, Sikhism, Newar, Buddhism, and Jainism;

Whereas, Diwali marks the start of the Hindu New Year: and symbolizes the spiritual victory of light over darkness, good over evil, and knowledge over ignorance;

Whereas, California has the largest Indian population in the United States, with nearly one million residents living within the state;

Whereas, Indian Americans contribute highly to California's economy, community, social services, and diverse culture;

Whereas, The Los Angeles Unified School District acknowledges the growing presence of Indian Americans and others of South Asian heritage in public life, service, and business positions;

Whereas, Diwali is celebrated as an official holiday in India, Nepal, Sri Lanka, Myanmar, Guyana, Fiji, Singapore, Trinidad and Tobago, Malaysia, and Mauritius; now therefore be it

Resolved, That the Governing Board of the Los Angeles Unified School District acknowledges Sunday, November 12, 2023, as Diwali;

Resolved further, That the District recognizes the importance of the South Asian Community, including Indian Americans, to Los Angeles and California as leaders for their contributions to their communities and various sectors such as, but not limited to, academics, health, science, and sports;

Resolved further, In alignment with the District's inclusive practices, the Governing Board of the Los Angeles Unified School District encourages the Superintendent to support and uplift the Indian American Community and others of South Asian heritage in our schools, workplaces, and communities; and, be it finally

Resolved, That the Board requests that the Superintendent update or create reference guides and resources to inform students, teachers and staff so that proper age appropriate discussions of Diwali can happen in our school sites and classrooms.

# TAB 19



## Board of Education Report

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**File #:** Res-013-23/24, **Version:** 1

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Mr. Schmerelson - Celebrating Substitute Educators Day (Res-013-23/24) (Noticed October 17, 2023)

Whereas, The United States observes Substitute Educators Day, which was instituted by the National Education Association (NEA) and is to be celebrated on Friday during American Education Week;

Whereas, The purpose of this day is to highlight the role and importance of the substitute teacher by providing information about, advocating for, and helping to increase appreciation and respect for this unique professional;

Whereas, Los Angeles Unified School District substitute school employees play an essential role in the maintenance and continuity of daily education for all students, ensure the minimization of learning disruption, and are tasked to provide effective learning plans;

Whereas, The unmatched professionalism of substitute teachers is evidenced by their willingness to be at a school site early in the morning, oversee and execute a quality lesson plan, and provide students with a safe learning environment, all on short notice;

Whereas, These professional educators provide a critical link in the education of public schoolchildren by serving as a bridge to provide continued quality education to children in the temporary absence of regular classroom educators;

Whereas, Our professional substitutes make a valuable and meaningful contribution to the success of our students by ensuring that the time they spend in school is productive;

Whereas, Substitutes are experienced in the adaptation to different school lessons, climates, cultures, and personnel due to changing worksites;

Whereas, In addition to substitute teachers being purveyors of knowledge in the classroom, they also serve our students as role models and mentors;

Whereas, Although the role of the substitute teacher may be different from that of the regular teacher in some aspects, it is equally demanding, essential, and professional; and

Whereas, The District's mission is to provide our students with an education that prepares them to be college and career-ready, which cannot be accomplished without our dedicated and hardworking substitute teachers; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby recognizes and celebrates Friday, November 17, 2023 as Substitute Educator's Day;

Resolved further, That the District highly encourages schools, principals, and staff to recognize the work and labor of substitute educators, assisting them to assimilate to the school culture and climate;

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**File #:** Res-013-23/24, **Version:** 1

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Resolved further, That the Board encourages the Superintendent to develop and update reference guides and development training for substitute educators similar to what is currently available to all other educators; and, be it finally

Resolved, The Board expresses their deep appreciation to our supporting substitute educators in the challenging conditions they face to provide the best education possible for our students and as crucial members of the Los Angeles Unified School District.

# TAB 20



## Board of Education Report

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**File #: Res-014-23/24, Version: 1**

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**Mr. Melvoin, Ms. Goldberg - Excellence in Expanded Learning Before and Afterschool Programming in LAUSD (Res-014-23/24) (Noticed October 17, 2023)**

Whereas, ~~Expanded learning opportunities, including~~ Before and afterschool programs, support students, families and communities. They keep youth safe, inspire learning, and give working parents and guardians peace of mind;

Whereas, The Los Angeles Unified School District (District) is committed to delivering well-rounded, inspiring educational and enrichment experiences during the school day and before and after school as outlined in Pillar 1B of the 2022-2026 Strategic Plan;

Whereas, The average workday for full time workers is 8.4 hours according to the U.S. Bureau of Labor and Statistics, while the average school day for students in California is 6 hours;

Whereas, Quality ~~expanded learning~~ before and afterschool programs not only promote physical health and wellbeing, but also support academic and social-emotional development and provide a safe and supportive environment for students;

Whereas, According to research at the University of California, Irvine, the University of Wisconsin Madison, and Policy Studies Associates, Inc., students who regularly attended high-quality afterschool programs had significant gains in standardized math test scores;

Whereas, According to the Rose Institute at Claremont McKenna College, every \$1 invested in afterschool programs saves at least \$3 through increasing youth's earning potential, improving their performance at school, and reducing crime and juvenile delinquency;

Whereas, Effective ~~expanded learning~~ before and afterschool programs align with and complement the school day curriculum instructional goals. This helps reinforce academic skills and concepts while providing additional enrichment and opportunities for hands-on learning;

Whereas, The District and its partners are committed to ensuring students have access to ~~expanded learning opportunities~~ before and afterschool programs in a safe and supportive environment that offers high-quality academic, enrichment, and recreation programs to motivate students to work towards their full potential. Most District students have access to an on-site before and/or afterschool program, although availability and quality may vary from school to school;

Whereas, There are challenges to providing quality ~~expanded learning~~ before and afterschool programs including attracting and retaining qualified, part-time afterschool employees, developing coherence between the school day and before and afterschool programs, and blending and braiding After School Education and Safety (ASES) funding, ELOP funding, grants, and other funding to meet the needs of all students while following the funding guidelines of each program;

Whereas, There remains unmet demand for high-quality ~~expanded learning~~ before and afterschool programs nationally, disproportionately impacting low-income families and families of color; now therefore be it

Resolved, That the District recognizes and celebrates Lights on Afterschool Day annually in October. This event celebrates after school programs that keep youth safe, inspire them to learn, and help working families;

**File #: Res-014-23/24, Version: 1**

Resolved, That advocacy for more coherent expanded learning before and afterschool funding and support be incorporated into the 2024 District's Advocacy Agenda as a legislative priority at the local, State, and national level;

Resolved, That the District will ~~develop~~ continue to strengthen before and afterschool program coherence, quality, developmental appropriateness, and accessibility. Progress towards implementing the District's Strategic Plan in this area, including an articulation of the broader goals for before and afterschool programs and metrics of success will ~~an~~ Excellence in Expanded Learning Plan focused on strengthening and defining goals for afterschool programming coherence, quality, developmental appropriateness, and accessibility and on recruiting and retaining high quality staff and partners to be presented to the Board in a public meeting within 120 days. ~~These~~ plan goals and metrics for success shall be informed by:

- An analysis of current afterschool programs serving District students ~~and funding sources conducted by the Independent Analysis Unit to be completed within 30 days and made publicly available, including but not limited to~~
  - Number of students currently participating in afterschool programs, broken down by, grade level, race/ethnicity, school of attendance, SENI band, school designation as appropriate (i.e., Priority school, Community School, BSAP), and region;
  - List of schools providing afterschool programs by type (i.e., District provided vs partner provided, paid program vs. no cost) ~~broken down by, grade level, race/ethnicity, school of attendance, SENI band, school designation (i.e., Priority school, Community School, BSAP), and region;~~
  - Staffing vacancies associated with each type of afterschool provider;
  - Comparison of District programs, policies, and funding structures to large school districts in California;
  - Student outcomes -including academic and social emotional-associated with participation in afterschool programs offered at District sites; and
  - ~~An explanation of missing or unavailable data that would be beneficial to consider;~~
- Stakeholder input, including from parents and students, to improve the coherence, quality, and accessibility of ~~expanded learning opportunities~~ before and afterschool programs throughout the District; and, be it finally

Resolved, That the District will participate in local and State conversations and convenings related to ~~expanded learning opportunities~~ before and afterschool programs for youth including around quality standards and impact on student outcomes.

# TAB 21



## Board of Education Report

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**File #: Res-015-23/24, Version: 1**

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Ms. Gonez, Mr. Schmerelson - Celebrating National Special Education Day and Calling for Increased Special Education Funding (Res-015-23/24) (**Waiver of Board Rule 72**)

Whereas, For the 2023-24 school year the Los Angeles Unified School District proudly serves over 65,000 students receiving special education services, almost one-third of which have moderate-to-severe disabilities;

Whereas, The District provides 38 types of services and supports to students with disabilities in order to provide a free appropriate public education;

Whereas, The chronic underfunding of the federal law now known as the Individuals with Disabilities Education Act of 1975 (IDEA) by the federal government places an additional funding burden on states, local school districts, and taxpayers to pay for needed services, and often means using local budget dollars to cover the federal shortfall, ultimately shortchanging other school programs that students with disabilities often also benefit from;

Whereas, In the 2023-2024 school year, the District plans to spend over \$2 billion in special education costs, with the District's federal IDEA funding reaching only \$133 million, accounting for merely 7% percent of the District's share of costs, woefully short of Congress' commitment upon IDEA's passage to 40 percent of the additional costs necessary to provide a free and appropriate public education to students with disabilities;

Whereas, The grossly inadequate level of funding for special education at both the federal and state level also does not differentiate funding based on the severity of the student's disability and therefore fails to recognize the additional resources required to fully meet the needs of students with moderate to severe disabilities;

Whereas, The majority of the current state funding structure for special education is based on student attendance (AB 602) providing Special Education Local Plan Areas (SELPAs) funding based on their overall student attendance, regardless of how many students with disabilities the SELPA serves or the services they provide; and

Whereas, The District proudly operates 13 Special Education and Career Transition Centers which provide students with a robust instructional program that meets each individual student's unique needs and prepares them and their families for their transition beyond secondary school; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District recognizes and celebrates the unique assets and needs of our students with disabilities and is proud to serve them and their families, particularly in light of the shameful historic exclusion of students with disabilities;

Resolved further, That the District formally recognizes December 2 as National Special Education Day this year and every year and encourages all schools, students, and families to celebrate our children with disabilities and the unique assets they contribute to our school communities;

Resolved further, That the Board commits to continued advocacy for additional resources that will adequately resource and sustain the instructional programs and services for our students with disabilities, such as

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**File #:** Res-015-23/24, **Version:** 1

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increasing California's funding allocations to meet the increases in special education costs, particularly for students with moderate to severe disabilities, Congress significantly increasing the annual appropriation for IDEA, passing the IDEA Full Funding Act (S. 3213/H.R. 5984), as well as the Keep Our Pact Act (S. 72/H.R. 764), to create a mandatory 10-year path to fully fund both IDEA and Title I of the Every Student Succeeds Act; and, be it finally

Resolved, That the Superintendent is directed to develop more regular opportunities for parents and families of students with disabilities to engage with the District to provide meaningful feedback, opportunities for continuous improvement and strengthen partnerships and resources.

# TAB 22



**Board of Education Report**

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**File #: Res-016-23/24, Version: 1**

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**Ms. Ortiz Franklin - Celebrating Read LA! Day (Res-016-23/24) (Waiver of Board Rule 72)**

Whereas, Early literacy is a fundamental building block of a child’s education, developing strong reading and comprehension skills, leading to improved communication, critical thinking, and problem-solving abilities and a key determinant of future academic and life success;

Whereas, According to the 2023 California Smarter Balanced assessment results, nearly 60% of all LAUSD third grade students did not meet state standards in English Language Arts; 67% of Latino/x/e students, 73% of Black students, 91% of English Learners, and 68% of economically disadvantaged students in third grade did not meet these standards;

Whereas, Early literacy begins at birth, therefore supporting and equipping families and caregivers in the early years are essential to nurture young children’s language development, cognitive and executive function skills and other critical early childhood milestones;

Whereas, Structured literacy instruction in the early grades, following the Science of Reading (SoR), including effective SoR practices for English Learners/Emergent Bilinguals as outlined in the Joint Statement by the Reading League and National Committee for Effective Literacy, has proven to be the most effective way to help children learn to read;

Whereas, All teachers deserve to be provided with science-aligned professional development and ongoing supports to ensure their students meet or exceed state standards in English Language Arts;

Whereas, Children’s access to high quality early learning environments, enriching summers, tutoring supports, and literacy resources in homes, schools, and communities can reduce educational disparities and bridge opportunity and achievement gaps; and

Whereas, Families In Schools and its coalition partners will launch the Read LA!: *Literacy & Justice for All* campaign on November 14, 2023, mobilizing all of Los Angeles to elevate and prioritize early literacy and work to reverse our literacy crisis, giving every child the right to read; now, therefore, be it

Resolved, That the Board of Education of the Los Angeles Unified School District hereby proclaims November 14 as “Read LA Day” and encourages all Los Angeles leaders and stakeholders, including early education providers, schools, parents, civic leaders, community organizations, policymakers, and funders to recognize and prioritize early literacy as a cornerstone of our children's educational journey.

# TAB 23



# Los Angeles Unified School District

**247**  
333 South Beaudry Ave,  
Los Angeles, CA 90017

## Board of Education Report

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**File #:** ROC-004-23/24, **Version:** 1

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Report of Correspondence including Williams Settlement Uniform Complaint Quarterly Report Summary

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
Governing Board of the Los Angeles Unified School District

November 14, 2023

REPORT OF CORRESPONDENCE

The following correspondence addressed to the Board of Education is submitted with the recommended Disposition, “Refer to Superintendent for referral to Office of the General Counsel to take all steps necessary to protect the interests of the Board of Education, including assignment to outside counsel; Controller to draw warrants in such amounts as may be necessary for the payment of costs and fees upon invoices as approved by the Office of the General Counsel”:

FROM	LEGAL ACTION
1. Arias Sanguinetti Wang & Torrijos LLP	Summons & Complaint for Damages for: (1) Negligence (2) Negligent Supervision (3) Negligent Hiring and/or Retention (4) Negligent Failure to Warn, Train or Educate (5) Intentional Infliction of Emotional Distress (6) Sexual Battery (Civil Code § 1708.5 (7) Sexual Assault (8) Gender Violence (9) Violation of Penal Code § 288 (10) Violation of Penal Code §647.6 (11) Violation of Civil Rights (Civil Code §§ 51.7, 51.9, 52, 52.1, 52.3 & 52.4); Case No. 23VECV04192; Superior Court of the State of California, County of Los Angeles; Jane Roe, Plaintiff v. Los Angeles Unified School District; Richard Alexander Turner, and Does 1 through 100, inclusive, Defendants.
2. Arias Sanguinetti Wang & Torrijos LLP	Summons & First Amended Complaint for Damages for: 1) Negligence [California Government Code Section 820(a), 815.2(a) & 815.4]; 2) Negligence [California Government Code Section 820(a), 815.2(a) & 815.4]; 3) Negligent Supervision/ Training/ Hiring/ Retention; 4) Negligent Supervision/ Training/ Hiring/ Retention 5) Sexual Battery 6) Assault 7) Violation of Civil Rights [California Civil Code Sections 51.9] 8) Violation of Civil Rights [California Civil Code Sections 51.7, 52, 52.1, 52.3 & 52.4; Case No. 22STCV41035; Superior Court of the State of California for the County of Los Angeles; John Doe, Plaintiff v. Boy Scouts of America Greater Los Angeles Area Council; Boy Scouts of America Los Angeles Area; Los Angeles Unified School District; Ramona Elementary School; City of Los Angeles; City of Los Angeles Department of Recreation and Parks; Lemon Grove Recreation Center; Michael Andrew Palkovic; and Roes 9 through 100, Defendants.
3. Chudacoff, Friedman, Simon, Graff & Cherin	Summons and Complaint: 1. Premises Liability; Case No. 23STCV19166, Superior Court of California, County of Los Angeles; Plaintiff: Coda Joseph Baker, a minor by and through his Guardian Ad Litem, William Baker v. Defendant: Los Angeles Unified School District; and Does 1 to 100,

Inclusive.

4. Downtown L.A. Law Group  
 Summons & Complaint for Damages: 1. Assault 2. Battery 3. Intentional Infliction of Emotional Distress 4. Negligence 5. Negligent Hiring, Supervision and Retention; Case No. 23CMCV01470; Superior Court of California, County of Los Angeles; Nathan Tejada, a minor, by and through his Guardian ad Litem Jeanett Tejada, Plaintiff v. Los Angeles Unified School District, a public entity; Los Angeles County Office of Education, a public entity; City of Los Angeles, a public entity; County of Los Angeles, a public entity; John Doe, an individual; and Does 1-100, inclusive, Defendants.
5. Downtown LA Law Group  
 Summons & Complaint: 1. Premises Liability; Case No. 23NWCV01735; Superior Court of California, County of Los Angeles; Michael Delgado, a minor, by and through his guardian ad litem Isabel Alvarez, Plaintiff v. Los Angeles Unified School District, a public entity; Los Angeles County Office of Education, a public entity; City of Maywood, a public entity; County of Los Angeles, a public entity; and Does 1 to 50, inclusive, Defendants.
6. Downtown LA Law Group  
 Summons & Complaint: 1. Premises Liability; Case No. 23STCV20069; Superior Court of California, County of Los Angeles; Erica Nunez, an individual, Plaintiff v. Los Angeles Unified School District, a public entity; City of Los Angeles, a public entity; Los Angeles County Office of Education, a public entity; County of Los Angeles, a public entity; and Does 1 through 50, inclusive, Defendants.
7. Frontier Law Center  
 Summons & Complaint: 1. Deprivation of Civil Rights – First Amendment Religious Freedom, 42 U.S.C. § 1983 2. Deprivation of Civil Rights Article 1 § 4 California Constitution 3. Harassment Government Code § 12940 (j)(1) 4. Religious Discrimination Government Code § 12940(a) 5. Retaliation Government Code § 12940 (h) and (1)(4) 6. Failure to Accommodate Government Code § 12940 (1)(1) 7. Violation of FEHA – Failure to Take All Reasonable Steps Necessary to Prevent Discrimination from Occurring; and 8. Intentional Infliction of Emotional Distress; Case No. 2:23-cv-08358 JAK; United States District Court for the Central District of California; Clarence Graham, an individual, Plaintiff(s) v. Los Angeles Unified School District, a government entity; and Does 1 to 100, inclusive, Defendant(s).
8. Herman Law  
 Summons & First Amended Complaint for Damages: 1. Negligence (School) 2. Negligence (Does 2 through 25) 3. Negligent Hiring, Retention, and Supervision (School) 4. Negligent Hiring, Retention, and Supervision (Does 2

through 25); Case No. 23STCV10823; In the Superior Court of the State California in and for the County of Los Angeles; Enricka Norwood-Scott, Plaintiff v. Los Angeles Unified School District; and Does 2 through 25, inclusive, Defendants.

9. Herman Law  
 Summons & First Amended Complaint for Damages: 1. Negligence (School) 2. Negligence (Does 2 through 25) 3. Negligent Hiring, Retention, and Supervision (School) 4. Negligent Hiring, Retention, and Supervision (Does 2 through 25); Case No. 23STCV11531; In the Superior Court of the State California in and for the County of Los Angeles; H.M., Plaintiff v. Los Angeles Unified School District; and Does 2 through 25, inclusive, Defendants.
10. Law Offices of Goldberg & Gage  
 Summons & Complaint for Monetary Damages; Demand for Jury Trial: 1. Negligence 2. Negligent Failure to Warn 3. Breach of Mandatory Duty; Case No. 23BBCV02296; Superior Court of the State of California for the County of Los Angeles; John Doe, a minor, by and through his guardian ad litem, Plaintiff v. Los Angeles Unified School District, Kirk Jeppson, Gary Aragon, Lisa Donley-Jay, and Does 1 to 100, inclusive, Defendants.
11. Law Offices of Hamed Yazdanpanah  
 Summons & Complaint for Damages (Negligence); Case No. 22STCV28749; Superior Court of the State of California, Los Angeles County; Carrine Stalowsky, Plaintiff, v. Anjelika Kegeyan; LAUSD; Los Angeles Unified School District; and Does 1-50, inclusive, Defendants.
12. Law Offices of Katherine Lipel  
 Summons & Complaint for: 1) Negligence 2) Premises Liability; Case No. 23VECV03243; Superior Court of the State of California, County of Los Angeles; Emigdia Pineda as Guardian Ad Litem for Gabriel Cardenas, a minor, Plaintiff v. Los Angeles Unified School District, a governmental entity and Does 1 through 50, inclusive, Defendants.
13. Law Offices of Ramin R. Younessi, A Professional Law Corporation  
 Summons & Complaint for Damages for: 1. Discrimination in Violation of Gov't Code §§12940 et seq.; 2. Harassment in Violation of Gov't Code §§12940 et seq.; 3. Retaliation in Violation of Gov't Code §§12940 et seq.; 4. Failure to Prevent Discrimination, Harassment and Retaliation in Violation of Gov't Code §12940(k); 5. Failure to Provide Reasonable Accommodations in Violation of Gov't Code §§12940 et seq.; 6. Failure to Engage in a Good Faith Interactive Process in Violation of Gov't Code §§12940 et seq.; 7. Declaratory Judgment; 8. Violation of the Ralph Civil Rights Act (Civil Code §51.7); 9. Violation of the Tom

Bane Civil Rights Act (Civil Code §52.1); 10. Wrongful Termination in Violation of Public Policy; and 11. Failure to Permit Inspection of Personnel and Payroll Records (Cal. Labor Code §1198.5); Case No. 23STCV21671; Superior Court of the State of California for the County of Los Angeles, Central District; Maria Eugenia Tapia, an individual, Plaintiff v. Los Angeles Unified School District, a California school district; Henry Ponce; an individual; Oscar Pedroza, an individual; and Does 1 through 20, inclusive, Defendants.

14. Law Offices of Sharona Eslamboly Hakim Summons & Complaint: 1. General Negligence 2. Premises Liability; Case No. 22CMCV00624; Superior Court of California, County of Los Angeles; Emily Guzman, by and through her Guardian Ad Litem, Erica Aguilar, Plaintiff v. Los Angeles Unified School District, and Does 1 to 25, inclusive, Defendants.
15. Manly Stewart Finaldi Summons & Plaintiff's Complaint for Damages for: (1) Intentional Infliction of Emotional Distress; (2) Negligence; (3) Negligent Supervision; (4) Negligent Retention/Hiring; (5) Negligent Failure to Warn, Train or Educate; (6) Breach of Fiduciary Duty; (7) Constructive Fraud (Civil Code §1573); (8) Sexual Battery; (9) Sexual Assault; Case No. 23STCV23998; Superior Court of the State of California, County of Los Angeles, Central District; Jane RS Doe, an individual, Plaintiff v. Los Angeles Unified School District, a California Local Public Entity; Mark Berndt, an individual; and Does 1-50, Defendant.
16. Mardirossian Akaragian LLP Summons & Complaint for Damages: 1. Negligent Act or Omission of Public Entity or Public Employee [Cal. Gov't Code § 815.2 and Cal. Veh. Code §22350]; Case No. 23STCV22171; Superior Court of the State of California for the County of Los Angeles; Hrayr Estantboulian, Plaintiff v. Los Angeles Unified School District, Carlos Antonio Mejia Cortez; and Does 1 through 20, Inclusive, Defendants.
17. Markaryan Law, PC Summons & Complaint for: 1) Motor Vehicle 2) General Negligence; Case No. 23CHCV03061; Superior Court of California, County of Los Angeles; Alen Markaryan, an individual, Plaintiff v. Los Angeles Unified School District, a public entity; Does 1 to 10, inclusive, Defendants.
18. Office of the Attorney General Summons & Petition for Writ of Mandate (Code Civ. Proc., § 1085); Complaint for Injunctive and Declaratory Relief; Case No. 23STCP03720; Superior Court of the State of California, County of Los Angeles; California School Finance Authority, a California State

Agency, and State Allocation Board, a California State Board, Petitioners and Plaintiffs v. Los Angeles Unified School District; Board of Education of the City of Los Angeles; Alberto M. Carvalho, Superintendent of the Los Angeles Unified School District, in his official capacity; and Does 1 through 20, inclusive, Respondents and Defendants.

19. Peiffer Wolf Carr Kane Conway & Wise, LLP

Summons & Plaintiff’s First Amended Complaint for Damages: 1. Negligent Supervision/ Failure to Warn; Case No. 22AHCV01369; Superior Court of the State of California, County of Los Angeles, Glendale Courthouse; Jane Doe J.S., Plaintiff v. Defendant Doe 1 (Defendant School), a public entity, Defendant Doe 2, Los Angeles Unified School District, a public entity, and Does 3-50, inclusive, Defendants.

The recommended disposition of the following item is “Refer to Superintendent for referral to the Office of the Risk Management and Insurance Services”:

<u>No.</u>	<u>Received From</u>	<u>Type of Damage</u>	<u>Claimant</u>	<u>Date of Damage</u>
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20.	Alicia Harris	Damages	Alicia Harris	6-12-2023
21.	Matthew J. Geragos	Damages	Allyson Scarlett Piceno	4-26-2023
22.	Andrea M. Mancilla M.	Damages	Andrea M. Mancilla M.	9-14-2023
23.	Salvador Zarate	Damages	Angel Zarate	9-29-2023
24.	Justin R. Rogal Mann Rogal APC	Damages	Ashley Benitez	4-26-2023, 10-5-2023
25.	Kulwant K. Grewal	Damages	Berleen Grewal	9-13-2023
26.	Bernetta Griffin	Damages	Bernetta Griffin	9-14-2023
27.	Carrin Spalding	Damages	Carrin Spalding	10-15-2021 - Present
28.	Carol Attarian City of Los Angeles	Damages	City of Los Angeles	7-20-2023
29.	Louis Krass The Injury Law Center	Damages	Daymond Johnson	4-17-2023 (2 received)
30.	Alice Lee	Damages	Derrick Choi	9-22-2023
31.	Vasili Brasinikas Oshea Orchid Public Employees Legal, LLP	Damages	Donna White	3-16-2023 – Present

32.	Shaun Bauman Bauman Law, APLC	Damages	Elijah Lee Boston	4-28-2023
33.	Geoffrey C. Lyon Lyon Law	Damages	Geovanna Alfaro	5-03-2023 (2 received)
34.	Luis A. Carrillo Carrillo Law Firm, LLP	Damages	Giselle Sanchez	5-26-2023
35.	Gloria Gross	Damages	Gloria Gross	10/2022
36.	Joseph P. Pierry Pierry Law Firm  Joshua C. Cohen Cohen Law Partners	Damages	Hana Ahmed, a minor by and through her Guardian ad Litem, Hani Ahmed	4-25-2023
37.	Joseph P. Pierry Pierry Law Firm  Joshua C. Cohen Cohen Law Partners	Damages	Hani Ahmed, individually; Hani Ahmed as Personal Representative of and Successor in Interest to Ghadah Imad Abduljabbar	4-25-2023
38.	Slava Kasreliovich Abir, Cohen, Treyzon & Salo LLP	Damages	Hilary Denise Godoy	Late March & April 10, 2023
39.	Joseph P. Pierry Pierry Law Firm  Joshua C. Cohen Cohen Law Partners	Damages	Imad Abduljabbar Sulaiman	4-25-2023 (2 Received)
40.	Joseph P. Pierry Pierry Law Firm  Joshua C. Cohen Cohen Law Partners	Damages	Jana Ahmed, a minor, by and through Guardian ad Litem, Hani Ahmed	4-25-2023

41.	David Slater Law Offices of David Slater	Damages	Jayden Gil	9-15-2023
42.	Aaron Brock Brock & Gonzales	Damages	Joel Chicas	2022-2023 school year
43.	Louis Krass The Injury Law Center	Damages	John Simmons	4-17-2023
44.	Lauren Wilson	Damages	Kendell R. Wilson (Student) Lauren Wilson (Parent)	9-29-2022
45.	Ted Ravan Ravan Law	Damages	Lashaun Roberts	9-08-2023
46.	Laura Cardena	Damages	Laura Cardenas	10-17-2023
47.	Louis Krass The Injury Law Center	Damages	Lydia Brown	4-17-2023 (2 received)
48.	Lynda J. Cortes	Damages	Lynda J. Cortes	10-02-2023
49.	Martin Lavitt through Attorney Thomas Johnston Johnston and Hutchinson, LLP	Damages	Martin Lavitt	6-09-2023
50.	Patricia D. Alabise The Dominguez Firm LLP	Damages	Mitrell Dewayne Shirley (Guardian Michael Shirley)	5-01-2023
51.	Joseph P. Pierry Pierry Law Firm  Joshua C. Cohen Cohen Law Partners	Damages	Nidhal Mahmood Almahide	4-25-2023 (3 Received)

52.	Brendan P. Gilbert	Damages	Omar Rodriguez through his guardian ad litem Olivia Cuadra	August 2022- August 2023
53.	Penny Lavitt through attorney Thomas Johnston Johnston and Hutchinson, LLP	Damages	Penny Lavitt	6-09-2023
54.	Daniel Hakhamzadeh Proper Law	Damages	Randy Zelaya	9-11-2023
55.	Downtown LA Law Group	Damages	Rodrigo Lara Jimenez	5-02-2023
56.	Louis Krass The Injury Law Center	Damages	Royal Clark	4-17-2023 (2 received)
57.	Louis Krass The Injury Law Center	Damages	Ruth Ramos	4-17-2023 (2 Received)
58.	Samuel P. Cortese-McLean	Damages	Samuel P. Cortese Mclean	“various dates”
59.	Sayuri Nomoto Gerald L. Marcus Law Offices of Gerald L. Marcus	Damages	Sayuri Nomoto	5-01-2023
60.	Tracy Baer Baer Treger LLP	Damages	Shante Brown	4-17-2023
61.	Louis Krass The Injury Law Center	Damages	Sheila Nunez	4-17-2023
62.	Taya Jones	Damages	Taya Jones	4-21-2023

63.	Louis Krass The Injury Law Center	Damages	Vanjelique Johnson	4-17-2023
64.	Janet A. Ariza Martin Martin LLP	Damages	William Usher Sanchez	4-13-2023 – Present
65.	Erika Roa Insurance Agent for Ana Vargas	Vehicle Damages	Ana Vargas	8-15-2023
66.	Angel Lara	Vehicle Damages	Angel Lara	9-28-2023
67.	Ashley Juarez	Vehicle Damages	Ashley Juarez	5-18-2023
68.	Carlos Gonzalez	Vehicle Damages	Carlos Gonzalez	9-05-2023
69.	Jada B. Anderson	Vehicle Damages	Jada B. Anderson	4-14-2023
70.	Brigitte Carroll Anderson Carl Warren & Company	Vehicle Damages	LACMTA	4-17-2023
71.	Kelly Pollard on behalf of Mercury Insurance	Vehicle Damages	Mercury Insurance as Subrogee of Sthefanie Rodriguez	6-08-2023
72.	Mikhael Roussos	Vehicle Damages	Mikhael Roussos	10-12-2023
73.	Mohammad Shah	Vehicle Damages	Mohammad Shah	10-11-2023
74.	Oswaldo Munoz West Hollywood Law Group, PC	Vehicle Damages	Oswaldo Munoz	9-18-2023

75.	Stacy Morales	Vehicle Damages	Stacy Morales	10-03-2023
76.	Tiffany Rifkin	Vehicle Damages	Tiffany Rifkin	10-10-2023
77.	Yelitza Kassandra Duenas	Vehicle Damages	Yelitza Kassandra Duenas	7-14-2023
78.	Zenaida Reynado	Vehicle Damages	Zenaida Reynado	4-28-2023
79.	Agustin Valladares	Vehicle Damages	Agustin Valladares	8-31-2023
80.	Arnel Camacho Airport Van Rental (AVR)	Vehicle Damages	Airport Van Rental (AVR)	10-05-2023
81.	Ashkan Aghajani	Vehicle Damages	Ashkan Aghajani	8-08-2023
82.	Astghik Gevorgyan / Alex Megeredchian Megeredchian Law	Vehicle Damages	Astghik Gevorgyan	10-10-2023
83.	Brittany Bishop	Vehicle Damages	Brittany Bishop	8-15-2023
84.	Carolina Laureano	Vehicle Damages	Carolina Laureano	8-15-2023
85.	Claudette Turner	Vehicle Damages	Claudette Turner	8-22-2023
86.	Nazaretian & Besnilian, APC	Vehicle Damages	Cristian Geovanni Rivas	4-28-2023

87.	David Tulpo	Vehicle Damages	David Tulp	8-10-2023
88.	Edgardo Contino	Vehicle Damages	Edgardo Contino	3-13-2023
89.	Juan Chavez	Vehicle Damages	Huysean Leng	3-16-2023
90.	Jennifer Sifuentes	Vehicle Damages	Jennifer Sifuentes	10-18-2023
91.	Melissa Shelton	Vehicle Damages	Melissa Shelton	10-18-2023
92.	Patricia Mata	Vehicle Damages	Patricia Mata	9-26-2023
93.	Roger E. Taylor	Vehicle Damages	Roger E. Taylor	9-21-2023
94.	Michael J. Cody Macdonald & Cody, LLP	Vehicle Damages	Saba Sabet-Raskekh	3-18-2023
95.	Silvia Sanchez	Vehicle Damages	Silvia Sanchez	8-30-2023
96.	Tammy Bartell obo State Farm Mutal Auto Ins Co	Vehicle Damages	State Farm Mutual Auto Ins Co a/s/o Adam Markovitz	8-16-2023
97.	Victor M. Silva	Vehicle Damages	Victor M. Silva	8-15-2023
98.	Yajaira Ascencio	Vehicle Damages	Yajaira Ascencio	4-13-2023



**WILLIAMS AND STATE PRESCHOOL HEALTH AND SAFETY  
UNIFORM COMPLAINT  
QUARTERLY REPORT SUMMARY  
1<sup>st</sup> Quarter 2023/2024**

**DISTRICT NAME:** Los Angeles Unified School District

**DATE:** October 17, 2023

**QUARTER COVERED BY THIS REPORT:**

July, August, September 2023

**Williams Uniform Complaints:**

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
<b>Textbooks and Instructional Materials</b>	1	1	0
<b>Facility Conditions</b>	125	54	71
<b>Teacher Vacancy or Misassignment</b>	4	4	0
<b>Totals</b>	<b>130</b>	<b>59</b>	<b>71</b>

**State Preschool Health and Safety:**

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
<b>Facility Conditions</b>	0	0	0
<b>Visual Supervision</b>	0	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>

**SUBMITTED BY:** Binh Nguyen 

**TITLE:** Director, Office of Student Civil Rights, Office of the General Counsel

**Please note:** The 71 unresolved complaints are still within the 30-day deadline. These are pending investigation and will be closed within the 30-day grace period.

**Williams Project**  
Record Distribution Report  
2023-2024 – 1<sup>st</sup> Quarterly Report  
October 17, 2023

Board Member							
Board Member	Gross UCPs	Non-Wms UCPs	Net Wms UCPs	IM	MO	HR	Total
1	12	0	12	1	10	1	12
2	12	0	12	0	11	1	12
3	62	0	62	0	61	1	62
4	2	0	2	0	2	0	2
5	22	0	22	0	21	1	22
6	15	0	15	0	15	0	15
7	5	0	5	0	5	0	5
Other/Districtwide	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>130</b>	<b>0</b>	<b>130</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>130</b>
Local District							
Local District	Gross UCPs	Non-Wms UCPs	Net Wms UCPs	IM	MO	HR	Total
North	79	0	79	0	78	1	79
South	15	0	15	1	13	1	15
East	21	0	21	0	19	2	21
West	15	0	15	0	15	0	15
Non-Public	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0
DACE	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>130</b>	<b>0</b>	<b>130</b>	<b>1</b>	<b>125</b>	<b>4</b>	<b>130</b>
Subject Area							
Subject Area	Gross UCPs	Non-Wms UCPs	Net Wms UCPs				
IM	1	0	1				
MO	125	0	125				
HR	4	0	4				
Non-Williams	0	0	0				
<b>TOTAL</b>	<b>130</b>	<b>0</b>	<b>130</b>				
2023-2024 UCPs							
Quarter	Net UCPs	IM	MO	HR			
Q1	130	1	125	4			
Q2	0	0	0	0			
Q3	0	0	0	0			
Q4	0	0	0	0			
<b>TOTAL</b>	<b>130</b>	<b>1</b>	<b>125</b>	<b>4</b>			

**Legend:** UCPs=Uniform Complaint Procedures: Wms=Williams: IM=Instructional Materials/Textbooks: MO=Facilities:  
HR=Human Resources (Teacher Assignments)