

**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, April 18, 2023

**Roll Call**

**Pledge of Allegiance**

**Board President's Reports**

Labor Partners  
Independent Analysis Unit  
Committee Chair Reports

**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 seven (7) speakers, except those items for which a Public Hearing will be held will allow for 12 speakers, and 15 speakers may sign up for general Public Comment.

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. **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.

#### Attending the Meeting

Please note there are three ways members of the public may watch or listen to this 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. *Please note that due to the continued public health risks associated with COVID-19, the Board Room will be operating at reduced capacity.*

## New Business for Action

1. [Board of Education Report No. 188 – 22/23](#)  
[Office of Labor Relations](#)  
(Service Employees International Union (SEIU) Local 99, Units B, C, F and G 2020-2021 Memorandums of Understanding and 2021-2024 Memorandums of Understanding) Recommends adoption of the SEIU 2020-2021 and 2021-2024 Memorandums of Understanding for Units B, C, F, and G (Attachment A-D) with SEIU, Local 99 (SEIU).
  
2. [Board of Education Report No. 187 – 22/23](#)  
[Procurement Services Division](#)  
(Procurement Actions) Recommends approval of procurement contracts: Ratification of delegated authority as detailed in Attachment A, not exceeding \$250,000, including nine new contracts, amendments, and assignments already awarded totaling \$985,976; and low value professional service contracts for February 2023 totaling approximately \$5 million; and goods and general services totaling for February 2023 totaling approximately \$34 million.  
  
Additionally, recommends approval of procurement contracts not under delegated authority, as detailed in Attachment B, including various new contracts, amendments, authorization to increase contract capacity exceeding \$250,000 for approximately \$81 million; revenue new contracts, amendments, authorization to increase contract capacity; seven goods and general services contracts totaling approximately \$11 million; and one goods and general services contract authorizing the utilization of piggyback contract in effect for approximately \$2.5 million.
  
3. [Board of Education Report No. 132 – 22/23](#)  
[Procurement Services Division – Facilities Contracts](#)  
(Facilities Contract Actions) Recommends approval of actions executed within the delegated authority of the Board of Education, as detailed in Attachment A, including the approval of the award of six advertised construction contracts for approximately \$8.6 million; four job order contract amendments totaling \$3.5 million; the approval of 241 change orders for approximately \$3.6 million; the completion of 18 contracts; the award of 20 informal contracts for \$892,691; assignment and assumption of rights and delegation of duties – professional services agreement; and extra services and amendments for architectural and engineering contracts for approximately \$2.2 million.  
  
Additionally, recommends approval of contracts not under the delegated authority, as detailed in Attachment B, including the approval of 3 technical services task order contracts for \$6 million; 15 architectural and engineering contract capacity increase amendments for \$15 million; and one contract for installation of electric bus charging stations for approximately \$2 million.
  
4. [Board of Education Report No. 006 – 22/23](#) **REQUIRES 2/3 VOTE**  
[Facilities Services Division](#)  
(Adoption of a Resolution to Exempt the Proposed Bright Star Schools Rise Kohyang Middle School Project From Local Land Use Regulations Under Government Code Section 53094) Recommends the adoption of a resolution which makes the necessary findings of fact pursuant to the requirements of Government Code Section 53094, to exempt from the City of Los Angeles (City) zoning ordinances, including City redevelopment plans, the proposed Bright Star Schools project known as Rise Kohyang Middle School to be located at 1700 West Olympic Boulevard.

5. [Board of Education Report No. 208 – 22/23](#)  
[Facilities Services Division](#)  
(Define and Approve the Pio Pico Middle School Roofing Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of the Pio Pico Middle School Roofing Project for a total budget of \$1,697,449.
6. [Board of Education Report No. 209 – 22/23](#)  
[Facilities Services Division](#)  
(Define and Approve Four 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 four SEEDS projects at Braddock Drive Elementary School, Mayall Academy of Arts & Technology Magnet, Montara Avenue Elementary School, and Walter Reed Middle School, as described on Attachment A, for a total combined budget of \$500,000.
7. [Board of Education Report No. 210 – 22/23](#)  
[Facilities Services Division](#)  
(Define and Approve Eight 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 eight Board District Priority and Region Priority projects, as listed on Attachment A, for a total combined budget of \$464,334.
8. [Board of Education Report No. 216 – 22/23](#)  
[Human Resources Division](#)  
(Approval of Routine Personnel Actions) Recommends approval of 11,959 routine personnel actions such as promotions, transfers, leaves, terminations, etc.
9. [Board of Education Report No. 217 – 22/23](#) **NOT ON CONSENT**  
[Human Resources Division](#)  
(Provisional Internship Permits) Recommends approval of the continuing employment of 17 teachers who are employed under the Provisional Internship Permit requirements, allowing the District to continue to staff subject field shortage classrooms.
10. [Board of Education Report No. 218 – 22/23](#)  
[Human Resources Division](#)  
(Resolution of Declaration of Need for Fully Qualified Educators) Recommends approval of the declaration for the potential number, type, and subject of emergency permits that may be needed for the ensuing school year, and to specify the target languages for emergency bilingual authorizations needed to serve the dual language programs within the District, and declaring a need for fully qualified teachers and the continued use of emergency permits in the situations described.
11. [Board of Education Report No. 226 – 22/23](#)  
[Accounting and Disbursements Division](#)  
(Report of Cash Disbursements and Request to Reissue Expired Warrants) Recommends approval of warrants for things such as salary payments totaling \$830,795,098.09 and approval to reissue expired warrants that were not cashed within the prescribed period totaling \$47,949.36.



12. [Board of Education Report No. 227 – 22/23](#)  
[Accounting and Disbursements Division](#)  
(Donations of Money and Materials to the District) Recommends the acceptance of six donations to the District totaling \$500,697.47.
13. [Board of Education Report No. 231 – 22/23](#)  
[Office of Government Relations](#)  
(Education Compacts) Recommends approval of the Education Compacts with the City of South Gate and the City of Huntington Park which will result in the Office of Government Relations, Region Offices, and the respective District Divisions to promote and advance by strengthening collaboration with each municipality to deliver on the commitments outlined in the shared vision.
14. [Board of Education Report No. 229 – 22/23](#)  
[Charter Schools Division](#)  
(Approval of the Proposed Material Revision for KIPP Pueblo Unido) Recommends approval of the material revision of the charter for KIPP Pueblo Unido, to decrease grade levels from TK-8 to TK-4 and reduce the enrollment capacity from 1,050 to 560 students, beginning in the 2023-2024 school year.
15. [Board of Education Report No. 230 – 22/23](#)  
[Charter Schools Division](#)  
(Approval of the Issuance of a Notice of Violation for Academy of Media Arts) Recommends approval of the issuance of a Notice of Violation to Academy of Media Arts, pursuant to Education Code section 47607(f) and (g) and corresponding state regulations, requesting that Academy of Media Arts take appropriate action(s) to address the violations identified in the Notice of Violation by May 18, 2023, and that staff be authorized to submit and receive any documents or evidence in support of, or in response to, the Notice of Violation.

#### **Board Member Resolution for Action**

16. [Dr. Rivas, Mr. Schmerelson - LAUSD Support for Expanding Racial and Ethnic Categories in the 2030 Census and the Inclusion of a Specific Armenian Checkbox \(Res-018-22/23\) \(Waiver of Board Rule 72\)](#)

Whereas, Los Angeles Unified School District serves the largest community of Armenian Americans in the United States, and meaningful and comprehensive data on the Armenian population of Los Angeles, California is currently lacking;

Whereas, Armenian American students, and other student populations, continue to be invisible and underserved within U.S. public schools as immigrants, refugees and English Language Learners;

Whereas, The federal Office of Management and Budget recently released a new draft questionnaire for the 2030 Census that includes a new Middle East and North African (MENA) category with subcategories such as Lebanese, Syrian, Iranian, and other populations that are currently classified under the White Census category, and are therefore minimized as a distinct population;

Whereas, Armenian Americans constitute a transnational group across MENA and are

historically one of the largest and most impacted groups of immigrants in the U.S. from the MENA region;

Whereas, Armenian Americans overwhelmingly support Census classification for their community and have been pushing for the inclusion of an Armenian checkbox in the U.S. Census questionnaire for many decades; and

Whereas, The inclusion of the MENA category and a specific Armenian checkbox within the MENA category of the 2030 Census would provide the District with more accurate data on all of its students, which would ultimately bring more educational resources and funding for the District to support underserved student populations; now, therefore, be it

Resolved, That the Los Angeles Unified School District fully supports the inclusion of the MENA category in the 2030 Census, and the inclusion of a specific Armenian checkbox as a MENA subcategory, and urges the United States Office of Management and Budget to adopt this recommendation;

Resolved further, That the District expresses its support for the efforts of the Armenian National Committee of America Western Region, Armenian American Action Network and other organizations that are advocating for the inclusion of the MENA category and an Armenian checkbox in the 2030 U.S. Census; and, be it finally

Resolved, That the Governing Board of the Los Angeles Unified School District directs the Superintendent to send a letter to the Office of Management and Budget expressing the District's support for the inclusion of an Armenian checkbox under the proposed MENA category in the 2030 Census and explaining the importance of this inclusion for the Armenian American Students of LAUSD and Armenian American community of Los Angeles and the U.S. as a whole.

### **Board Member Resolution for Initial Announcement**

17. [Mr. Schmerelson - Celebrating Los Angeles Unified School District's Classified Employees' Service, Skill and Long-Standing Commitment to Our Communities as well as Classified School Employee Week 2023 \(Res-016-22/23\) \(For Action May 9, 2023\)](#)

Whereas, The Los Angeles Unified School District recognizes the over 32,000 classified employees who are dedicated in their service to public education and a vital part of the District;

Whereas, Classified employees play a key role in supporting students' academic success by assisting over 400,000 students inside and outside of the classroom in grades ETK-12, more than 22,000 students in Early Education programs and, more than 20,000 students accomplishing their career goals in Adult and Career Education Centers;

Whereas, Classified employees are essential to the District's operations providing daily service to the students, faculty, staff and families through their hard work as school employees, including clerical and technical employees, as well as bus drivers, instructional aides, library

aides, paraeducators, special education assistants, library and media assistants, food service providers, security officers, computer services maintenance workers and others;

Whereas, Classified employees have earned respect as educators and partners in the education community while making a difference in the lives of the students they serve;

Whereas, Labor partners including Service Employees International Union (SEIU) Local 99, Teamsters Local 572, California School Employee Association (CSEA) Chapter 500, Los Angeles/Orange Counties Building and Construction Trades Council, Associated Administrators of Los Angeles (AALA), Los Angeles School Police Association (LASPA) and the Los Angeles School Police Management Association (LASPMA) represent classified employees who work tirelessly to serve students and ensure a supportive, clean, safe and comfortable learning environment for both the students and faculty of the District;

Whereas, During the regular academic year classified employees in the District safely transport approximately 41,000 students to and from school each day by bus; serve over 720,000 meals to students each day (including 400,000 breakfasts, 350,000 lunches, and 80,000 supper and snack meals per day); create and sustain a learning environment with clean and operational facilities and classrooms, and maintain an inviting landscape at more than 1,000 District schools and other facilities that students, parents, and the community can be proud of;

Whereas, Classified employees were an integral part of the District's landmark response to the COVID-19 pandemic and its impact on the families the District proudly serves. Since the start of the pandemic, Classified Employees served over 132 million meals at our Grab-and-Go Centers, routinely clean and sanitize schools and offices allowing for the adherence to essential safety protocols, distributed hundreds of thousands of devices and hotspots to students and families for distance learning, supported the administration of over 14.7 million COVID-19 tests and the distribution of over 120,000 vaccines as of March 2022;

Whereas, In 1986, the California State Legislature decreed the third full week of May each year as Classified School Employee Week in official recognition of classified school employees, by passage of Senate Bill 1552 (Campbell); and

Whereas, This year the California School Employees Association's theme for Classified School Employee Week is Classified Professionals: Indispensable, Inspiring & Invincible; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby declares the week of May 21-27, 2023 as Classified School Employee Week in the District and encourages the celebration of classified school employees at our schools and throughout the District for their hard work and unwavering dedication to our students, families, and schools and the invaluable contributions they make to our educational community; and, be it finally

Resolved, That the Board hereby recognizes and greatly appreciates the contributions and dedicated service of classified professionals to quality education in the District and the State of California.

### **Resolutions Requested by the Superintendent**

18. [Appointment of Member to the School Construction Bond Citizens' Oversight Committee \(Sup Res-005-22/23\)](#)

Resolved, That the Governing Board of the Los Angeles Unified School District ratifies the appointment of Mr. Robert Campbell and the reappointment of Ms. Connie Yee as an alternate, representing the County of Los Angeles, as Member to the School Construction Bond Citizens' Oversight Committee for a two-year term commencing immediately, and determines that Mr. Campbell and Ms. Yee are not employees, officials, vendors, contractors, or consultants of the District.

### **Correspondence and Petitions**

19. [Report of Correspondence \(ROC-010-22/23\)](#)

### **New Business for Action continued**

20. [Board of Education Report No. 252 – 22/23](#) **PUBLIC HEARING**  
[Personnel Commission](#)  
(Request for Board Authority to Pursue a Waiver to a Portion of Education Code 45272(a) through June 30, 2025) Recommends authorization of the Office of Government Relations in coordination with the Personnel Commission, to seek a two-year extension of temporary flexibilities to a portion of Education Code 45272 (a), so that hiring appointments may be made by schools from other than the first three ranks of eligible applicants on the eligibility list for certain classified school-based entry level positions, with the current one-year waiver expiring on June 30, 2023.

### **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, which meets on the Thursday immediately after this meeting.

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://achieve.lausd.net/boe#calendar73805/20230430/event/65327>

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

# **NEW BUSINESS**

# TAB 1



**Board of Education Report**[Back to Order of Business](#)

---

**File #:** Rep-188-22/23, **Version:** 1

---

**Service Employees International Union (SEIU) Local 99, Units B, C, F and G 2020-2021 Memorandums of Understanding and 2021-2024 Memorandums of Understanding****April 18, 2023****Office of Labor Relations****Action Proposed:**

Adoption of the SEIU 2020-2021 and 2021-2024 Memorandums of Understanding for Units B, C, F, and G (Attachment A-D) with SEIU, Local 99 (SEIU).

**Background:**

Pursuant to Government Code Section 3547, the District and the Union presented proposals to the public at a regular meeting of the Board of Education. The public had an opportunity to be informed about these proposals and to express itself to the Board of Education. Since that time, representatives for the parties have met and negotiated as required by law. The parties reached tentative agreement on March 24, 2023.

Copies of the Memorandums of Understanding are available for public review through the Office of Labor Relations.

**Expected Outcomes:**

Adoption of the Memorandums of Understanding (MOUs) with SEIU, Local 99 (SEIU).

**Board Options and Consequences:**

If the Board adopts these agreements, the attached Tentative Agreements with SEIU, which is a joint recommendation of the bargaining parties, will be implemented.

If the Board does not adopt these agreements, the attached Tentative Agreements with SEIU, which is a joint recommendation of the bargaining parties, it will not be implemented. The parties would resume negotiations of the 2020-2021 and 2021-2024 successor Agreements.

**Policy Implications:**

These Memorandums of Understanding amends the provisions of the 2017-2020 Successor Agreements between the District and SEIU and therefore becomes policy upon adoption by the Board and ratification by SEIU membership. The leadership of the Union has signed the agreements. These agreements are pending AB 1200 certification and ratification by union membership.

**Budget Impact:**

The budget impact for these agreements are detailed in the attached AB 1200 Reports.

**Student Impact:**

These Agreements will assist the District in attaining its goals for students by providing competitive compensation to attract and retain the highest quality employees.

---

**File #:** Rep-188-22/23, **Version:** 1

---

**Equity Impact:**

Not Applicable

**Issues and Analysis:**

These Memorandums of Understanding concludes the 2020-2021 and 2021-2024 Successor Negotiations with SEIU for Units B, C, F and G (SEIU).

**Attachments:**

Attachment A - 2020-2021 and 2021-2024 MOUs SEIU, Unit B

Attachment B - 2020-2021 and 2021-2024 MOUs SEIU, Unit C

Attachment C - 2020-2021 and 2021-2024 MOUs SEIU, Unit F

Attachment D - 2020-2021 and 2021-2024 MOUs SEIU, Unit G

Attachment E - SEIU Selected Classifications A Basis

Attachment F - AB 1200 Report - 2020-2024

**Informatives:**

Not Applicable.

**Submitted:**

04/06/23

---

File #: Rep-188-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,

  
ALBERTO M. CARVALHO  
Superintendent

APPROVED & PRESENTED BY:


  
ANTHONY DIGRAZIA  
Director  
Office of Labor Relations

REVIEWED BY:

  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

REVIEWED BY:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**SEIU, Local 99**  
**Unit B**  
**MEMORANDUM OF UNDERSTANDING**  
**2020-2021**

This Tentative Agreement is made and entered into this \_\_\_\_ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit B (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
  - I. **2020-2021:**

**Retention & Appreciation Bonus:**  
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

TD / TA  
3/24/23

The above is subject to ratification by the membership of Unit B and to final approval by the LAUSD Board of Education.

Date of agreement: 03/24/23

Los Angeles Unified School District

SEIU, Local 99

By: 

On Behalf of LASUD

By: 

On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Jackie Goldberg, President  
LAUSD Board of Education

**SEIU, Local 99**  
**Unit B**  
**MEMORANDUM OF UNDERSTANDING**  
**2021-2024**

This Tentative Agreement is made and entered into this \_\_\_\_ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit B (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.



C. **ADDITIONAL AGREEMENTS:**

1. Article IV – Union Rights
2. Article VII – Non-Discrimination and Respectful Treatment
3. Article IX – Hours and Overtime
4. Article XIII – Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
5. Special Education Assistant Sideletter
6. Education and Professional Development Fund Sideletter
7. Joint Labor Management Committee Topics Sideletter

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

The above is subject to ratification by the membership of Unit B and to final approval by the LAUSD Board of Education.

Date of agreement: 03/24/23

Los Angeles Unified School District

By: 

On Behalf of LASUD

SEIU, Local 99

By: 

On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Jackie Goldberg, President  
LAUSD Board of Education



District Proposal 9/16/2022  
 SEIU Counter 10/20/2022  
 District Counter 10/28/2022  
 SEIU Counter 11/10/2022  
 District Counter 12/9/2022  
 SEIU Counter - None  
 District Counter 12/20/2022  
 SEIU Counter – None  
 District Counter – 3/17/2023  
 SEIU Counter - None  
 District Counter – 3/18/2023  
 District Counter – 3/23/2023

## SALARIES

### I. 2020-2021:

#### Retention & Appreciation Bonus:

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

### II. 2021-2022:

#### Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

### III. 2022-2023:

#### Salary Increase:


Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.


### IV. 2023-2024

#### Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA   
 03/24/23  
 For SEIU Local 99

TA   
 3/24/23  
 LAUSD

SEIU Proposal – 5/25/2022  
 District Counter – 09-16-2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 District Amended Counter – 10/28/2022  
 District Counter – 3/24/2023

## Unit B – Article IV

### UNION RIGHTS

#### 1.0 – 8.0 – CCL (Current Contract Language)

9.0 Labor Management Committees: Labor Management committees, each comprised of ~~five~~ six (6) Unit B members as designed in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than ~~one~~ two such meetings per quarter in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve ~~operational efficiency~~ operations in their designated area, including but not limited to discussion of staffing ratios.

The Special Education Committee's charter and the Early Education Center committee's charter shall include exchange and discussion of information related to the Consent Decree. Any agreements reached, or actions undertaken by the Special Education Committee or the Early Education Center committee shall be within limitations set forth by the Consent Decree.


The committees may ~~shall not~~ reach agreement with administrators regarding matters that improve operations. However, they shall not reach agreement on any matters that conflict with or modify the collective bargaining agreement within the scope of representation including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for Unit B committees shall be:

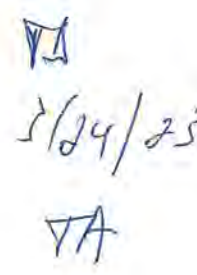
(1) Special Education;

(2) Early Education

~~(2)~~ (3) All others areas where Unit B employees are assigned.

#### 10.0 - CCL

MSA  
 03/24/23  
 TA  


TA  
 5/24/23  
 TA  




SEIU Proposal – 3/14/2022  
 District Counter – 9/9/2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/23/2023

## Unit B - ARTICLE VII

### NON-DISCRIMINATION AND RESPECTFUL TREATMENT

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section (~~Section 1~~) through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. ~~All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.~~

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section ~~will not~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the

MSA  
 03/24/23 PD 3/24/23

Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

MSA  
03/24/23  
TA  
3/24/23



recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

TA  
~~TA~~  
03/24/23

TA  
TA  
3/24/23

SEIU Proposal – 4/21/2022  
 District Counter – 9-16-2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/24/2023

**Unit B - Article IX**  
**Hours and Overtime**

**1.0 - 1.8 – CCL (Current Contract Language)**

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee's availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill).

2.1 – 2.4 - CCL

TA  
 TD  
 3/24/23

TA  
  
 3/24/23

SEIU Proposal – 5/25/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 2/24/2023  
 District Counter 3-24-2023

## Unit B - ARTICLE XIII

### WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS AND CERTAIN SALARY PRACTICES

#### 1.0 – 5.0 – Current Contract Language

##### ~~6.0 — Lead and/or training differential~~

~~Any bargaining unit member performing lead duties and/or training other employees shall receive a 5% differential for all hours worked in such capacity. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration. Lead assignments are voluntary shall be rotated and based on classification and then district seniority~~

6.0 Special Education Assistant Differential: For Special Education Assistants assigned to provide additional behavioral intervention support duties to a specific student(s) through the IEP process (as defined by the District), a 5.5% differential will be provided during the period of the assignment.

~~6.0-7.0~~ Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes accelerated hiring at a higher rate.

~~7.0-8.0~~ Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

~~7.1-8.1~~ A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class; and
- c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

MSA  
 03/24/23

TD  
 3/24/23



~~8.0~~ 9.0 Salary Placement upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

~~9.0~~ 10.0 Reimbursement for Mileage Expenses: Employees who are required to use their personal vehicles for District business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

~~10.0~~ 11.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

11.0      12.0 Payroll Errors:

~~11.1~~ 12.1 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within (3) work days unless employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that an Off-Cycle Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. An Off-Cycle Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to Payroll Administration.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

~~11.2~~ 12.2 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such over-payment from the employee's subsequent salary payments. The District

MSA  
03/24/23

TD  
3/24/23

may allow the affected employee to establish a reasonable method of repayment with Payroll Administration.

~~12.0~~ 13.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

~~12.1~~ 13.1 The longevity increment shall become effective on the first day of the second ~~Special~~ School Month following completion of the qualifying number of years of service.


~~12.2~~ 13.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

~~12.3~~ 13.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

~~12.4~~ 13.4 The longevity increment schedule for years of qualifying District service shall be:

\$ .15625 per hour after 10 years  
 \$ .18750 per hour after 15 years  
 \$ .21875 per hour after 20 years  
 \$ .25000 per hour after 25 years  
 \$ .28125 per hour after 30 years

~~13.0~~ 14.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.

TA TA  
 TA  
 03/24/23 3/24/23



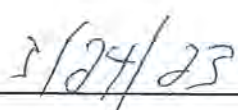
## SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99 FOR SPECIAL EDUCATION ASSISTANT ASSIGNED HOURS

This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

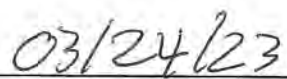
- A. Effective January 1, 2024 the District shall initiate a process to reach full implementation on July 1, 2024, of Special Education Assistants identified in the classifications listed below, assigned fewer than 7 hours to be offered the opportunity to be assigned 7 hours.
  - i. Special Education Assistant - (Class Code 4571)
  - ii. Special Education Assistant (Male) – (Class Code 4566)
  - iii. Special Education Trainee – (Class Code 4574)
  - iv. Special Education Trainee (Male) – (Class Code 4562)
  - v. Special Education Assistant (Deaf and Hard-of-Hearing) – (Class Code 4578)
- B. All Special Education Assistants acknowledge that they may be assigned to perform any and all duties outlined in the class description.
- C. Additional hours and/or overtime hours worked will be paid in accordance with Article IX – Hours and Overtime.

This non-precedent-setting agreement shall be in effect from January 1, 2024 through June 30, 2028.

  
\_\_\_\_\_  
Los Angeles Unified School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU Local 99


  
\_\_\_\_\_  
Date


**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99  
EDUCATION & PROFESSIONAL DEVELOPMENT FUND  
UNITS B, C, F, & G**

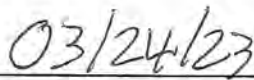
This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.

  
\_\_\_\_\_  
Los Angeles Unified School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU Local 99

  
\_\_\_\_\_  
Date



## ***Los Angeles Unified School District***

**OFFICE OF THE GENERAL COUNSEL**

**OFFICE OF LABOR RELATIONS**

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent*

**DEVORA NAVERA REED**  
*General Counsel*

**ANTHONY DIGRAZIA**  
*Director*

March 24, 2023

Max Arias  
Service Employees International Union (SEIU), Local 99  
3530 Wilshire Blvd., #1800  
Los Angeles, CA 90010

### **RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS**

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

LAUSD

SEIU, LOCAL 99

DATE

DATE



SEIU, Local 99  
Unit C  
MEMORANDUM OF UNDERSTANDING  
2020-2021

This Tentative Agreement is made and entered into this \_\_\_\_ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit C (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
- I. **2020-2021:**
- Retention & Appreciation Bonus:**  
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

TD TA  
3/24/23

The above is subject to ratification by the membership of Unit C and to final approval by the LAUSD Board of Education.

Date of agreement: 3/27/23

Los Angeles Unified School District

By: \_\_\_\_\_

On Behalf of LASUD

SEIU, Local 99

By: \_\_\_\_\_

On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Jackie Goldberg, President  
LAUSD Board of Education



SEIU, Local 99  
Unit C  
**MEMORANDUM OF UNDERSTANDING**  
**2021-2024**

This Tentative Agreement is made and entered into this 24 day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit C (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

**Salary Increase:**

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

**Salary Increase:**

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

**Salary Increase:**

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA  
TD  
3/24/23

TA MQ  
3/24/23

C. **ADDITIONAL AGREEMENTS:**

1. Article IV – Union Rights
2. Article VII – Non-Discrimination and Respectful Treatment
3. Article IX – Hours and Overtime
4. Bus Bidding Procedures Sideletter
5. Select Classifications Sideletter
6. Education and Professional Development Fund Sideletter
7. Joint Labor Management Committee Topics Sideletter

- D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

The above is subject to ratification by the membership of Unit C and to final approval by the LAUSD Board of Education.

Date of agreement: 3/24/23

Los Angeles Unified School District

By: Tony Di Biase  
On Behalf of LASUD

SEIU, Local 99

By: [Signature]  
On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Jackie Goldberg, President  
LAUSD Board of Education

District Proposal 9/16/2022  
 SEIU Counter 10/20/2022  
 District Counter 10/28/2022  
 SEIU Counter 11/10/2022  
 District Counter 12/9/2022  
 SEIU Counter - None  
 District Counter 12/20/2022  
 SEIU Counter - None  
 District Counter - 3/17/2023  
 SEIU Counter - None  
 District Counter - 3/18/2023  
 District Counter - 3/23/2023

## **SALARIES**

### **I. 2020-2021:**

#### **Retention & Appreciation Bonus:**

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

### **II. 2021-2022:**

#### **Salary Increase:**

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

### **III. 2022-2023:**

#### **Salary Increase:**


Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.


### **IV. 2023-2024**

#### **Salary Increase:**

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA   
 03/24/23  
 For SEIU Local 99

TA   
 3/24/23  
 LAUSD



SEIU Proposal – 5/25/2022  
 District Counter – 9-16-2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/24/2023

## Unit C – ARTICLE IV

### Union Rights

#### 1.0 – 10.0 – CCL (Current Contract Language)

10.0 Special Committees: Labor Management committees, each comprised of five (5) Unit C employees, with the exception of Transportation and Mechanics which shall be entitled to ~~(6)~~ seven (7) representatives, as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern and find solutions. There shall be no more than one (1) such meeting per quarter in the areas of Food Services and the Information Technology Division, and not more than one (1) such meeting per month during the school year in the areas of Transportation, Mechanics, Maintenance and Operations, and Purchasing, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated, including but not limited to discussion of staffing ratios. The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas of the Unit C committees shall be:

- (1) Food Services;
- (2) Transportation;
- (3) Mechanics;
- (4) Purchasing;
- (5) Maintenance and Operations;
- (6) Information Technology Division

#### 10.1 – 11.0 – CCL

TA

TD

5/24/23

TA  
  
 03/24/23

SEIU Proposal – 3/14/2022  
 District Counter – 9/9/2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/23/2023

## Unit C - ARTICLE VII

### NON-DISCRIMINATION AND RESPECTFUL TREATMENT

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section ~~(Section 1)~~ through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section ~~will not~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

MSA TD  
 03/23/24 3/24/23



b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

MSA  
03/23/24

TO  
3/24/23

recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

TA	8A
<del>TA</del>	TD
03/23/24	3/24/23

SEIU Proposal – 4/21/22  
 District Counter – 10/4/2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/24/2023

**Unit C - Article IX  
 Hours and Overtime**

**1.0 – 2.0 CCL (Current Contract Language)**

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need, and employee availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch". Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill).

**2.1 – 9.0 - CCL**

TA  
 VD  
 3/24/23

TA  
  
 03/24/23



**LAUSD – SEIU, Local 99**  
**Bus Bidding Procedures Sideletter**

The purpose of this Sideletter is to allow District Light and Heavy Bus Drivers to bid on a bus appropriate for their selected route. LAUSD and SEIU agree to the following terms:

- Effective with the Fall 2023 Bid, all LAUSD Bus Drivers will have up to a total of two (2) minutes to bid on a route and a bus.
- Bus Drivers will bid a route and a bus in accordance with the Annual Bid Procedures outlined in Article XII of the Unit C Agreement.
- Bus Drivers will first bid on a route before bidding on a bus.
- LAUSD shall provide the list of compatible buses available for bid.
- LAUSD reserves the right to set aside and exclude certain buses from the list of buses available for bid. This includes buses that are set aside for Assistant Area Bus Supervisors (AABS), for bus drivers with reasonable accommodations, and for the purpose of having spare buses available when assigned buses are out-of-service.
- Buses shall be distributed among the six (6) bus yards based on parking availability and fueling requirements.
- Bus Drivers must bid a bus from the compatible bus list provided by LAUSD and meets the following requirements:
  - Parks at the bus yard where the route bid originates.
  - Meets the capacity indicated on the route list of the route bid.
- Buses shall not be relocated from the bus yard where the bus is currently parked.

Upon 60 days' written notice, either party may request to meet and confer, to make modifications to this sideletter.

  
 \_\_\_\_\_  
 Los Angeles Unified School District

3/24/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 SEIU, Local 99

03/24/23  
 \_\_\_\_\_  
 Date



# **Los Angeles Unified School District**

**OFFICE OF THE GENERAL COUNSEL**

**OFFICE OF LABOR RELATIONS**

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent*

**DEVORA NAVERA REED**  
*General Counsel*

**ANTHONY DIGRAZIA**  
*Director*

March 23, 2023

Max Arias  
Service Employees International Union (SEIU), Local 99  
3530 Wilshire Blvd., #1800  
Los Angeles, CA 90010

## **RE: SEIU SELECT CLASSIFICATIONS - A BASIS**


Dear Mr. Arias:

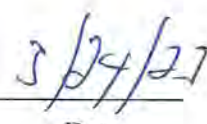
This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following classifications will be placed on A Basis effective July 1, 2023:

1. IT Solution Technician
2. IT Support Technician I
3. IT Support Technician II
4. Sr. IT Support Technician
5. Stock Clerk
6. Stock Worker
7. Light Truck Driver
8. Truck Driver Helper
9. Class A Commercial Truck Driver
10. Class B Commercial Truck Driver
11. Forklift Operator
12. Sr. Offset Machine Operator
13. Sr. Offset Press Operator
14. Assistant Photo Technician

This non-precedent setting agreement shall be in effect from July 1, 2023 through June 30, 2027.

It is so agreed:

  
\_\_\_\_\_  
LAUSD

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU, Local 99

  
\_\_\_\_\_  
Date

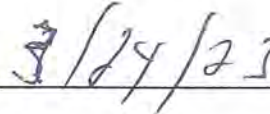
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99  
EDUCATION & PROFESSIONAL DEVELOPMENT FUND  
UNITS B, C, F, & G**

This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

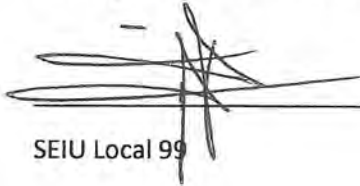
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.



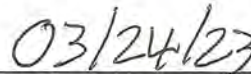
Los Angeles Unified School District



Date



SEIU Local 99



Date





## ***Los Angeles Unified School District***

**OFFICE OF THE GENERAL COUNSEL**

**OFFICE OF LABOR RELATIONS**

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent*

**DEVORA NAVERA REED**  
*General Counsel*

**ANTHONY DIGRAZIA**  
*Director*

March 24, 2023

Max Arias

Service Employees International Union (SEIU), Local 99

3530 Wilshire Blvd., #1800

Los Angeles, CA 90010

### **RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS**

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

LAUSD

SEIU, LOCAL 99

DATE

DATE

SEIU, Local 99  
Unit F  
**MEMORANDUM OF UNDERSTANDING**  
**2020-2021**

This Tentative Agreement is made and entered into this \_\_\_\_ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
- I. **2020-2021:**
- Retention & Appreciation Bonus:**  
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

TD TA  
3/24/23

The above is subject to ratification by the membership of Unit F and to final approval by the LAUSD Board of Education.

Date of agreement: 3/29/23

Los Angeles Unified School District

SEIU, Local 99

By: Tom W. Higgins  
On Behalf of LASUD

By: [Signature]  
On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Jackie Goldberg, President  
LAUSD Board of Education



**SEIU, Local 99**  
**Unit F**  
**MEMORANDUM OF UNDERSTANDING**  
**2021-2024**

This Tentative Agreement is made and entered into this 24 day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA  
TD  
3/24/23

TA MO  
3/24/23

C. **ADDITIONAL AGREEMENTS:**

1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

The above is subject to ratification by the membership of Unit F and to final approval by the LAUSD Board of Education.

Date of agreement: 5/24/23

Los Angeles Unified School District

SEIU, Local 99

By: Tony D. Ingia  
On Behalf of LASUD

By: [Signature]  
On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Jackie Goldberg, President  
LAUSD Board of Education



District Proposal 9/16/2022  
 SEIU Counter 10/20/2022  
 District Counter 10/28/2022  
 SEIU Counter 11/10/2022  
 District Counter 12/9/2022  
 SEIU Counter - None  
 District Counter 12/20/2022  
 SEIU Counter - None  
 District Counter - 3/17/2023  
 SEIU Counter - None  
 District Counter - 3/18/2023  
 District Counter - 3/23/2023

## SALARIES

### I. 2020-2021:

#### Retention & Appreciation Bonus:

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

### II. 2021-2022:

#### Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

### III. 2022-2023:

#### Salary Increase:


Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.


### IV. 2023-2024

#### Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA   
 03/24/23  
 For SEIU Local 99

TA   
 3/24/23  
 LAUSD

SEIU Proposal – 3/14/2022  
 District Counter – 9/9/2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/23/2023

## Unit F - ARTICLE VI

### NON-DISCRIMINATION AND RESPECTFUL TREATMENT

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section ~~(Section 1)~~ through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section ~~will not~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

MSA  
 03/24/23  
 TD  
 3/24/23



b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

MSA  
03/24/23

PD  
3/24/23

recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

TA  
~~TA~~

TA

TD

03/24/23

3/24/23



SEIU Proposal – 4/7/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 2/24/2023  
 District Counter – 3/23/2023

## Unit F - ARTICLE XV

### HEALTH AND WELFARE

1.0 General: The District's contribution obligation for medical benefits for qualified employees shall be defined as, and limited to, the dollar amount which is to be established as follows: 100% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefits comparable thereto. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

2.0 Coverage: Coverage shall be limited to eligible employees (see Section 4.0) who elect to enroll (see Section 5.0). Coverage shall be for eligible employee only. For employees who work 800 hours or more in a year in any one assignment in the previous school year, a contribution for medical benefits will be provided which will be 100% of the annual premium cost for an employee only Kaiser Plan or different plan with benefits comparable thereto; and a dental and vision plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

2.1 Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

3.0 District Contribution Obligations: (as to all eligible District personnel): The District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix (X) for informational purposes only.

4.0 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 4.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

MSA  
 03/24/23

MD  
 3/24/23

~~Eligible dependents and documentary proof of status required are as follows:~~

a. Documentary Proof of Status Required for Dependents

<u>Dependents</u>	<u>Documents Required (copy)</u>
Legal Spouse	State- or County-issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)
	At least two of the documents listed in Section 4.0b.(9) below
Child, to age 26*	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 26*	Birth Certificate and income tax return showing student status
Adopted Child, to age 26*	Adoption papers
Child who is a Legal Ward, to age 26*	Court Order establishing legal guardianship

---

\*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

ab. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

MSA  
03/24/23

TD  
3/24/23



- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

b.c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)\* may continue to be covered beyond age twenty-six (26)\*.

~~2.2 This proposal will continue the current practice which does not include eligibility for lifetime retirement health benefits for Unit F employees.~~

4.2 Unit F employees will continue the current practice which does not include eligibility for retirement health benefits.

3.0 5.0 Plan Revisions Through the District-wide Health and Welfare Committee: A District-wide Health and Welfare Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative,

MSA  
03/24/23

TD  
3/24/23

each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the unions present and voting.

c. Authority -- Subject to the terms of subsection h. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process.

d. The Committee may investigate the creation during the term of this agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval.

e. The Committee shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 4.0 below).

g. Effective no later than January 1 of any plan year, Local 99 shall have the option of informing (in writing) the District and the other unions participating in the Health and Welfare Committee of its intent to remove an amount equivalent to the District's annual expenditure cost for Unit F health benefit expenditures (excluding the cost of funding an EAP plan for unbenefitted employees) (the "expenditure amount") and assume the responsibility of providing a benefit program for its Unit F members, or having the District design and administer a health benefit program for its Unit F members. However, any removal of said expenditure amount shall be subject to the precondition of nine months' written notice to the District regarding Local 99's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

h. Local 99 shall appoint a representative to monitor the District's participation in the Public Agency Retirement System (PARS). Local 99 shall have the right to attend all meetings of the PARS board (except as otherwise limited by the PARS board) and shall be entitled to all correspondence to the District concerning the status of District investments with PARS. It is understood that Local 99 shall not represent the District at meetings of the PARS board. Local 99 shall report regularly to the LAUSD Health Benefits Committee regarding the status of the LAUSD PARS investments.

MSA  
03/24/23 3/24/23



~~4-0~~ 6.0 Eligibility for Plans: In order to become eligible and remain eligible, an employee must be regularly assigned and/or regularly working 800 hours or more, in any one year, in one classification. This provision shall sunset on December 31, 2023. Thereafter, Section 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

7.0 Eligibility for Plans: Effective January 1, 2024, all Unit F employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit F Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and accepts medical coverage solely under an equivalent plan(s), the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

~~5-0~~ 8.0 Enrollment: An unenrolled employee eligible for enrollment may submit an application for initial enrollment at any time. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and payroll deductions schedules, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

~~5-1~~ 8.1 It is the responsibility of the employee to notify Benefits Administration immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD form Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

~~6-0~~ 9.0 Continuance of Enrollment: If an employee is on an approved unpaid leave and therefore not eligible for District contribution, the employee may arrange for continuance of enrollment for a period not to exceed one (1) year by making a proper payment to the plan. Payment shall be made by check or money order in the gross premium amount, payable to LAUSD and sent to the District's Benefits Administration Branch. Payments may be made by installments on the due dates and in the amounts required by the plan.

MSA  
03/24/23

JD  
3/24/23

~~6-1~~ 9.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in the plan until returning to active service in an eligible assignment.

~~7-0~~ 10.0 Termination of Enrollment: The enrollment of an employee and/or dependent(s) shall terminate:

a. For failure of the employee to make direct payment as provided under Section ~~6-0~~ 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was received. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective;

d. In the event of the employee's and/or dependent's loss of eligibility.

~~7-1~~ 10.1 With respect to the above time restrictions on re-enrollment, the District (when bidding the coverage) will consider less restrictive options if there is no significant impact upon the cost of the insurance plan.

~~8-0~~ 11.0 Miscellaneous Provisions:

~~8-1~~ 11.1 If any medical plan premium for coverage is refunded by the plan, the refund shall be distributed between the District and employee based upon their proportionate share of contributions. This provision shall sunset on December 31, 2023.

~~8-2~~ 11.2 All disputes with respect to the carrier's administration of the programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article IV of this Agreement. This provision shall sunset on December 31, 2023.

~~9-0~~ 12.0 State Disability Insurance: All unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California. All premium costs of this Program shall be borne by the employees through individual payroll deductions.

~~9-1~~ 12.1 The Disability Insurance Program is administered by the

MSA

03/24/23

TD

3/24/23



Employment Development Department of the State of California and all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program are the responsibility of the Employment Development Department. Accordingly, all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

~~9.2~~ 12.2 In order to implement the Disability Insurance Program specified in Sections 9.0 and 9.1 above, the District, at its sole discretion, may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance coverage.

~~10.0~~ 13.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable state law, eligible employees or dependents may have continuation of medical coverage at their own expense in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee from his or her spouse, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

~~10.1~~ 13.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the total premium paid by the District plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

~~10.2~~ 13.2 It shall be the responsibility of the employee or the dependent to notify Benefits Administration of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

~~10.3~~ 13.3 COBRA shall be administered pursuant to federal law, and that all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

~~11.0~~ Employee Assistance Program:

MSA  
03/24/23

TD  
3/24/23

a. ~~General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.~~

~~The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.~~

b. ~~Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal:~~

~~(1) The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.~~

~~(1) The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.~~

~~The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.~~

c. ~~Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.~~



03/24/23

For SEIU Local 99

TD 3/24/23

LAUSD



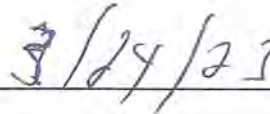
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99  
EDUCATION & PROFESSIONAL DEVELOPMENT FUND  
UNITS B, C, F, & G**

This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

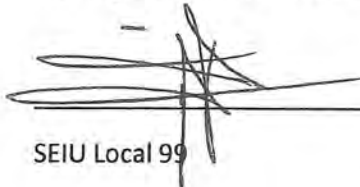
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.



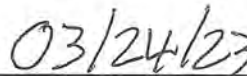
Los Angeles Unified School District



Date



SEIU Local 99



Date



## ***Los Angeles Unified School District***

**OFFICE OF THE GENERAL COUNSEL**

**OFFICE OF LABOR RELATIONS**

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent*

**DEVORA NAVERA REED**  
*General Counsel*

**ANTHONY DIGRAZIA**  
*Director*

March 24, 2023

Max Arias

Service Employees International Union (SEIU), Local 99

3530 Wilshire Blvd., #1800

Los Angeles, CA 90010

### **RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS**

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

LAUSD

SEIU, LOCAL 99

DATE

DATE

**SEIU, Local 99**  
**Unit G**  
**MEMORANDUM OF UNDERSTANDING**  
**2020-2021**

This Tentative Agreement is made and entered into this \_\_\_\_ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit G (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
  - I. **2020-2021:**

**Retention & Appreciation Bonus:**  
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

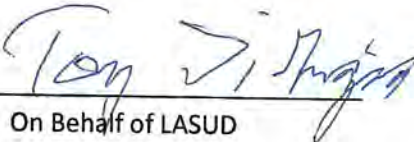
TK D  
3/24/23

The above is subject to ratification by the membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: 7/24/23

Los Angeles Unified School District

SEIU, Local 99

By:   
On Behalf of LASUD

By:   
On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Jackie Goldberg, President  
LAUSD Board of Education



**SEIU, Local 99**  
**Unit G**  
**MEMORANDUM OF UNDERSTANDING**  
**2021-2024**

This Tentative Agreement is made and entered into this 24 day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit G (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA TD  
3/24/23

TA MU  
3/24/23

C. **ADDITIONAL AGREEMENTS:**

1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XIV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

The above is subject to ratification by the membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: 3/24/23

Los Angeles Unified School District

SEIU, Local 99

By: Tony DiBorgia  
On Behalf of LASUD

By: Margaret [Signature]  
On Behalf of SEIU

Adopted and approved by the Board of Education on \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Jackie Goldberg, President  
LAUSD Board of Education

District Proposal 9/16/2022  
 SEIU Counter 10/20/2022  
 District Counter 10/28/2022  
 SEIU Counter 11/10/2022  
 District Counter 12/9/2022  
 SEIU Counter - None  
 District Counter 12/20/2022  
 SEIU Counter - None  
 District Counter - 3/17/2023  
 SEIU Counter - None  
 District Counter - 3/18/2023  
 District Counter - 3/23/2023

## **SALARIES**

### **I. 2020-2021:**

#### **Retention & Appreciation Bonus:**

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

### **II. 2021-2022:**

#### **Salary Increase:**

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

### **III. 2022-2023:**

#### **Salary Increase:**


Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.


### **IV. 2023-2024**

#### **Salary Increase:**

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA   
 03/24/23  
 For SEIU Local 99

TA   
 3/24/23  
 LAJD



SEIU Proposal – 3/14/2022  
 District Counter – 9/9/2022  
 SEIU Counter – 10/13/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 3/23/2023

## Unit G - ARTICLE VI

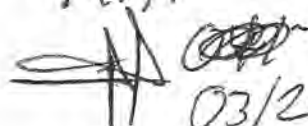
### NON-DISCRIMINATION AND RESPECTFUL TREATMENT

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section ~~(Section 1)~~ through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section ~~will not~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

MSA  
  
 03/24/23

3/24/23



b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

MSA  
 03/24/23  
 TD  
 3/24/23

recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

TA  
~~TA~~  
03/24/23

TA

TA

3/24/23



SEIU Proposal – 4/7/2022  
 District Counter – 10/20/2022  
 SEIU Counter – 10/28/2022  
 District Counter – 2/24/2023  
 District Counter – 3/23/2023

## Unit G - ARTICLE XIV

### HEALTH AND WELFARE

1.0 General: For all Unit G employees who work 1000 hours of more in a year in any one assignment in the previous school year, contribution for medical benefits will be provided which will be 50% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefit comparable thereto; and a dental and vision plan. Eligible employees in Unit G shall be responsible, through payroll deductions, for 50% of the premium cost for the medical, dental, and vision plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

2.0 Dependent Coverage: Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

3.0 This proposal will continue the current practice which does not include eligibility for lifetime benefits for Unit G employees.

4.0 District Contribution Obligations: (as to all eligible District personnel): Effective January 1, 2024, the District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix (X) for informational purposes only.

5.0 Plan Revisions Through the District-wide Health and Welfare Committee: Plan revisions and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only. A District-wide Health Benefits Committee (HBC) shall be formed.

a. Composition -- Each union shall be entitled to one (1) HBC member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote a piece. The District shall provide resource staff as determined by the HBC and shall provide adequate paid release time for those HBC members who are employees of the District.

MSA  
 03/24/23  
 YD  
 3/24/23

b. Decision Making -- Consensus shall be used in all HBC deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the members present and voting.

c. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare trust. Such Trust might include other public or private sector employees as determined by the HBC. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

d. The HBC shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 6.0 below).

6.0 Eligibility for Plans: Effective January 1, 2024, all Unit G employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification in a status other than substitute, temporary, extra, exchange, or relief shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit G Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and accepts medical coverage solely under an equivalent plan(s), the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

7.0 Unit G employees will continue the current practice which does not include eligibility for retirement health benefits.

MSA  
03/24/23

TP  
3/24/23



8.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

8.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 6.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

a. Documentary Proof of Status Required for Dependents

<u>Dependents</u>	<u>Documents Required (copy)</u>
<u>Legal Spouse</u>	<u>State- or County-issued Marriage Certificate</u>
<u>Domestic Partner</u>	<u>Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)</u>
	<u>At least two of the documents listed in Section 8.1b.(9) below</u>
<u>Child, to age 26*</u>	<u>Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)</u>
<u>Stepchild, to age 26*</u>	<u>Birth Certificate and income tax return showing student status</u>
<u>Adopted Child, to age 26*</u>	<u>Adoption papers</u>
<u>Child who is a Legal Ward, to age 26*</u>	<u>Court Order establishing legal guardianship</u>

\*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.


MSA  
03/24/23  
YD  
2/24/23

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

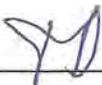
c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)\* may continue to be covered beyond age twenty-six (26)\*.

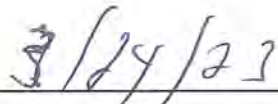
TA  
  
 03/24/23  
 TA  
 3/27/23

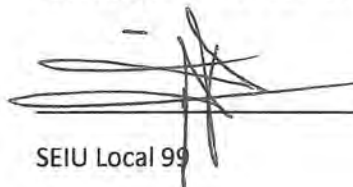
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99  
EDUCATION & PROFESSIONAL DEVELOPMENT FUND  
UNITS B, C, F, & G**

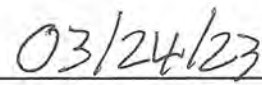
This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.

  
\_\_\_\_\_  
Los Angeles Unified School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU Local 99

  
\_\_\_\_\_  
Date





## ***Los Angeles Unified School District***

**OFFICE OF THE GENERAL COUNSEL**

**OFFICE OF LABOR RELATIONS**

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent*

**DEVORA NAVERA REED**  
*General Counsel*

**ANTHONY DIGRAZIA**  
*Director*

March 24, 2023

Max Arias  
Service Employees International Union (SEIU), Local 99  
3530 Wilshire Blvd., #1800  
Los Angeles, CA 90010

### **RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS**

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

LAUSD

DATE

SEIU, LOCAL 99

DATE

## ATTACHMENT E - SEIU Selected Classifications A Basis

**Los Angeles Unified School District**

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

**ALBERTO M. CARVALHO**  
*Superintendent***DEVORA NAVERA REED**  
*General Counsel***ANTHONY DIGRAZIA**  
*Director*

March 23, 2023

Max Arias  
 Service Employees International Union (SEIU), Local 99  
 3530 Wilshire Blvd., #1800  
 Los Angeles, CA 90010

**RE: SEIU SELECT CLASSIFICATIONS - A BASIS**

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following classifications will be placed on A Basis effective July 1, 2023:

1. IT Solution Technician
2. IT Support Technician I
3. IT Support Technician II
4. Sr. IT Support Technician
5. Stock Clerk
6. Stock Worker
7. Light Truck Driver
8. Truck Driver Helper
9. Class A Commercial Truck Driver
10. Class B Commercial Truck Driver
11. Forklift Operator
12. Sr. Offset Machine Operator
13. Sr. Offset Press Operator
14. Assistant Photo Technician

This non-precedent setting agreement shall be in effect from July 1, 2023 through June 30, 2027.

It is so agreed:

8D      3/24/23  
 LAUSD      Date

[Signature]      03/24/23  
 SEIU, Local 99      Date

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	Los Angeles Unified School District
Name of Bargaining Unit:	Local 99-SEIU
Certificated, Classified, Other:	Classified/Certificated

The proposed agreement covers the period beginning: **July 1, 2020** and ending: **June 30, 2024**  
 (date) (date)

The Governing Board will act upon this agreement on: **April 18, 2023**  
 (date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement		
		(Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1	Year 2	Year 3
All Funds - Combined		Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)
		2022-23	2023-24	2024-25
1. <b>Salary Schedule</b> Including Step and Column	\$ 784,160,906	\$ 172,332,170	\$ 63,257,744	\$ 74,458,528
		21.98%	6.61%	7.30%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -		\$ 3,000,000	\$ (3,000,000)
<b>Description of Other Compensation</b>			Education Trust Fund	
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 249,208,210	\$ 54,496,076	\$ 23,372,818	\$ 28,353,212
		21.87%	7.70%	8.67%
4. <b>Health/Welfare Plans</b>	\$ 365,638,175		\$ 15,000,000	\$ 15,000,000
		0.00%	4.10%	3.94%
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 1,399,007,291	\$ 226,828,246	\$ 104,630,562	\$ 114,811,740
		16.21%	6.44%	6.63%
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	22,219.28			
7. <b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>	\$ 62,964	\$ 10,209	\$ 4,709	\$ 5,167
		16.21%	6.44%	6.63%



Los Angeles Unified School District  
Local 99-SEIU

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

Please see attached Memorandum of Understanding (MOU) between the Los Angeles Unified School District (LAUSD) and the Service Employees International Union (SEIU), signed on March 24, 2023 and subject to ratification by the SEIU members and final approval by the LAUSD Board of Education.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

Not applicable

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Not applicable

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

The Los Angeles Unified School District Health and Welfare Memorandum of Understanding provides for a flat per participant contribution rate per active employee.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Not applicable

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The fiscal impact to the Unrestricted General Fund is \$145.4M in FY 2022-23, \$243.3M in FY 2023-24, and \$363.4M in FY 2024-25. The cost of the agreement necessitates the release of Inflation Protection committed balances in an amount equal to the cost of the agreement in each fiscal year totalling \$752.1M, leaving a remaining committed balance for Inflation Protection of \$48.7M.

Los Angeles Unified School District  
Local 99-SEIU

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

Please refer to the attached SEIU MOU.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

Not applicable

**F. Source of Funding for Proposed Agreement:**

1. Current Year

General Fund (Unrestricted and Restricted), Adult, Child, Cafeteria, and Bond funds. The committed balances for Inflation Protection applies only to the Unrestricted General Fund. The Restricted General Fund and the other funds do not have committed balances for Inflation Protection.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The SEIU agreement is a multi-year agreement through June 30, 2024. The AB 1200 document includes the ongoing fiscal impact up to FY 2024-25.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The SEIU agreement is a multi-year agreement through June 30, 2024. The AB 1200 public disclosure includes the ongoing fiscal impact up to FY 2024-25. The cost of the agreement necessitates the release of Inflation Protection committed balances in an amount equal to the cost of the agreement in each fiscal year. Accordingly, the Unrestricted General Unappropriated/Unassigned balances were not reduced. For restricted programs and other funds, adjustments are needed to accommodate additional costs.

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Unrestricted General Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 6,557,377,306		\$ -	\$ 6,557,377,306
Federal Revenue 8100-8299	\$ 15,365,520		\$ -	\$ 15,365,520
Other State Revenue 8300-8599	\$ 110,084,122		\$ -	\$ 110,084,122
Other Local Revenue 8600-8799	\$ 99,001,798		\$ -	\$ 99,001,798
<b>TOTAL REVENUES</b>	\$ 6,781,828,746		\$ -	\$ 6,781,828,746
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 2,129,482,994	\$ 6,306,545		\$ 2,135,789,539
Classified Salaries 2000-2999	\$ 672,118,233	\$ 56,818,683		\$ 728,936,916
Employee Benefits 3000-3999	\$ 1,543,491,618	\$ 18,770,530		\$ 1,562,262,148
Books and Supplies 4000-4999	\$ 368,669,471		\$ (1,936,022)	\$ 366,733,449
Services and Other Operating Expenditures 5000-5999	\$ 565,676,208			\$ 565,676,208
Capital Outlay 6000-6999	\$ 61,798,775			\$ 61,798,775
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 8,809,318			\$ 8,809,318
Transfers of Indirect Costs 7300-7399	\$ (148,134,975)			\$ (148,134,975)
<b>TOTAL EXPENDITURES</b>	\$ 5,201,911,642	\$ 81,895,759	\$ (1,936,022)	\$ 5,281,871,379
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 40,601,362	\$ -	\$ -	\$ 40,601,362
Transfers Out and Other Uses 7600-7699	\$ 16,126,864	\$ 12,430,290	\$ -	\$ 28,557,154
Contributions 8980-8999	\$ (1,106,251,408)	\$ (53,044,759)		\$ (1,159,296,167)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 498,140,194	\$ (147,370,808)	\$ 1,936,022	\$ 352,705,408
<b>BEGINNING FUND BALANCE</b> 9791	\$ 2,850,561,199			\$ 2,850,561,199
Audit Adjustments/Other Restatements 9793/9795	\$ (72,800,005)			\$ (72,800,005)
<b>ENDING FUND BALANCE</b>	\$ 3,275,901,388	\$ (147,370,808)	\$ 1,936,022	\$ 3,130,466,602
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 43,008,132	\$ -		\$ 43,008,132
Restricted 9740				
Committed 9750-9760	\$ 2,378,771,027	\$ (145,434,786)	\$ -	\$ 2,233,336,241
Assigned 9780	\$ 519,447,456			\$ 519,447,456
Reserve for Economic Uncertainties 9789	\$ 238,780,000	\$ -		\$ 238,780,000
Unassigned/Unappropriated Amount 9790	\$ 95,894,773	\$ (1,936,022)	\$ 1,936,022	\$ 95,894,773

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Restricted General Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 29,114,160		\$ -	\$ 29,114,160
Federal Revenue 8100-8299	\$ 1,786,619,702			\$ 1,786,619,702
Other State Revenue 8300-8599	\$ 2,590,104,630			\$ 2,590,104,630
Other Local Revenue 8600-8799	\$ 30,001,564			\$ 30,001,564
<b>TOTAL REVENUES</b>	\$ 4,435,840,056		\$ -	\$ 4,435,840,056
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 1,268,417,591	\$ 5,447,179		\$ 1,273,864,770
Classified Salaries 2000-2999	\$ 584,630,735	\$ 80,743,668		\$ 665,374,403
Employee Benefits 3000-3999	\$ 1,251,571,034	\$ 28,038,766		\$ 1,279,609,800
Books and Supplies 4000-4999	\$ 318,460,016		\$ (47,592,219)	\$ 270,867,797
Services and Other Operating Expenditures 5000-5999	\$ 691,748,191		\$ -	\$ 691,748,191
Capital Outlay 6000-6999	\$ 8,212,035			\$ 8,212,035
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499			\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 125,617,596			\$ 125,617,596
<b>TOTAL EXPENDITURES</b>	\$ 4,248,657,198	\$ 114,229,614	\$ (47,592,219)	\$ 4,315,294,592
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 451,222	\$ -	\$ -	\$ 451,222
Transfers Out and Other Uses 7600-7699	\$ 85,176	\$ -	\$ -	\$ 85,176
Contributions 8980-8999	\$ 1,106,251,408	\$ 53,044,759		\$ 1,159,296,167
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,293,800,312	\$ (61,184,854)	\$ 47,592,219	\$ 1,280,207,677
<b>BEGINNING FUND BALANCE</b> 9791	\$ 549,533,472			\$ 549,533,472
Audit Adjustments/Other Restatements 9793/9795	\$ 1,026,765			\$ 1,026,765
<b>ENDING FUND BALANCE</b>	\$ 1,844,360,549	\$ (61,184,854)	\$ 47,592,219	\$ 1,830,767,914
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719				\$ -
Restricted 9740	\$ 1,844,360,549	\$ (13,592,635)		\$ 1,830,767,914
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (47,592,219)	\$ 47,592,219	\$ (0)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Combined General Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 6,586,491,466		\$ -	\$ 6,586,491,466
Federal Revenue 8100-8299	\$ 1,801,985,222		\$ -	\$ 1,801,985,222
Other State Revenue 8300-8599	\$ 2,700,188,752		\$ -	\$ 2,700,188,752
Other Local Revenue 8600-8799	\$ 129,003,362		\$ -	\$ 129,003,362
<b>TOTAL REVENUES</b>	\$ 11,217,668,802		\$ -	\$ 11,217,668,802
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 3,397,900,585	\$ 11,753,725	\$ -	\$ 3,409,654,310
Classified Salaries 2000-2999	\$ 1,256,748,968	\$ 137,562,351	\$ -	\$ 1,394,311,319
Employee Benefits 3000-3999	\$ 2,795,062,652	\$ 46,809,296	\$ -	\$ 2,841,871,949
Books and Supplies 4000-4999	\$ 687,129,487		\$ (49,528,241)	\$ 637,601,246
Services and Other Operating Expenditures 5000-5999	\$ 1,257,424,399		\$ -	\$ 1,257,424,399
Capital Outlay 6000-6999	\$ 70,010,810		\$ -	\$ 70,010,810
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 8,809,318		\$ -	\$ 8,809,318
Transfers of Indirect Costs 7300-7399	\$ (22,517,379)		\$ -	\$ (22,517,379)
<b>TOTAL EXPENDITURES</b>	\$ 9,450,568,840	\$ 196,125,372	\$ (49,528,241)	\$ 9,597,165,971
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ 41,052,584	\$ -	\$ -	\$ 41,052,584
Transfers Out and Other Uses 7600-7699	\$ 16,212,040	\$ 12,430,290	\$ -	\$ 28,642,330
Contributions 8980-8999	\$ (0)	\$ -	\$ -	\$ (0)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,791,940,506	\$ (208,555,662)	\$ 49,528,241	\$ 1,632,913,084
<b>BEGINNING FUND BALANCE</b> 9791	\$ 3,400,094,671			\$ 3,400,094,671
Audit Adjustments/Other Restatements 9793/9795	\$ (71,773,240)			\$ (71,773,240)
<b>ENDING FUND BALANCE</b>	\$ 5,120,261,937	\$ (208,555,662)	\$ 49,528,241	\$ 4,961,234,516
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 43,008,132	\$ -	\$ -	\$ 43,008,132
Restricted 9740	\$ 1,844,360,549	\$ (13,592,635)	\$ -	\$ 1,830,767,914
Committed 9750-9760	\$ 2,378,771,027	\$ (145,434,786)	\$ -	\$ 2,233,336,241
Assigned 9780	\$ 519,447,456	\$ -	\$ -	\$ 519,447,456
Reserve for Economic Uncertainties 9789	\$ 238,780,000	\$ -	\$ -	\$ 238,780,000
Unassigned/Unappropriated Amount 9790	\$ 95,894,773	\$ (49,528,241)	\$ 49,528,241	\$ 95,894,773

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Fund 11 - Adult Education Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/27/2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ 21,764,107		\$ -	\$ 21,764,107
Other State Revenue 8300-8599	\$ 130,789,232		\$ -	\$ 130,789,232
Other Local Revenue 8600-8799	\$ 1,428,210		\$ -	\$ 1,428,210
<b>TOTAL REVENUES</b>	\$ 153,981,549		\$ -	\$ 153,981,549
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 58,993,919	\$ 248,008	\$ -	\$ 59,241,926
Classified Salaries 2000-2999	\$ 17,342,502	\$ 1,018,199		\$ 18,360,701
Employee Benefits 3000-3999	\$ 36,731,246	\$ 374,562		\$ 37,105,808
Books and Supplies 4000-4999	\$ 7,394,369		\$ (1,640,769)	\$ 5,753,600
Services and Other Operating Expenditures 5000-5999	\$ 14,827,456		\$ -	\$ 14,827,456
Capital Outlay 6000-6999	\$ 649,309		\$ -	\$ 649,309
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 4,663,362		\$ -	\$ 4,663,362
<b>TOTAL EXPENDITURES</b>	\$ 140,602,162	\$ 1,640,769	\$ (1,640,769)	\$ 140,602,162
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 13,379,387	\$ (1,640,769)	\$ 1,640,769	\$ 13,379,387
<b>BEGINNING FUND BALANCE</b> 9791	\$ 31,606,785			\$ 31,606,785
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 44,986,172	\$ (1,640,769)	\$ 1,640,769	\$ 44,986,172
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 16,500	\$ -	\$ -	\$ 16,500
Restricted 9740	\$ 51,286,143	\$ -	\$ -	\$ 51,286,143
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780	\$ 6,164,801	\$ -	\$ -	\$ 6,164,801
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (12,481,272)	\$ (1,640,769)	\$ 1,640,769	\$ (12,481,272)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Fund 12 - Child Development Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ 6,263,550		\$ -	\$ 6,263,550
Other State Revenue 8300-8599	\$ 168,501,806		\$ -	\$ 168,501,806
Other Local Revenue 8600-8799	\$ 161,191		\$ -	\$ 161,191
<b>TOTAL REVENUES</b>	\$ 174,926,547		\$ -	\$ 174,926,547
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 48,055,907	\$ 262,678	\$ -	\$ 48,318,585
Classified Salaries 2000-2999	\$ 51,554,937	\$ 9,276,638	\$ -	\$ 60,831,575
Employee Benefits 3000-3999	\$ 60,740,197	\$ 2,903,397	\$ -	\$ 63,643,594
Books and Supplies 4000-4999	\$ 6,326,393		\$ (12,424)	\$ 6,313,969
Services and Other Operating Expenditures 5000-5999	\$ 4,663,828		\$ -	\$ 4,663,828
Capital Outlay 6000-6999	\$ 23,900		\$ -	\$ 23,900
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499			\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,418,885		\$ -	\$ 7,418,885
<b>TOTAL EXPENDITURES</b>	\$ 178,784,046	\$ 12,442,713	\$ (12,424)	\$ 191,214,336
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 1,022,276	\$ 12,430,290	\$ -	\$ 13,452,565
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,835,223)	\$ (12,424)	\$ 12,424	\$ (2,835,223)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 5,167,905			\$ 5,167,905
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 2,332,682	\$ (12,424)	\$ 12,424	\$ 2,332,682
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719		\$ -	\$ -	\$ -
Restricted 9740	\$ 3,043,100	\$ -	\$ -	\$ 3,043,100
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (710,418)	\$ (12,424)	\$ 12,424	\$ (710,418)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

Local 99-SEIU

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 365,180,521		\$ -	\$ 365,180,521
Other State Revenue 8300-8599	\$ 89,508,099		\$ -	\$ 89,508,099
Other Local Revenue 8600-8799	\$ 1,905,492		\$ -	\$ 1,905,492
<b>TOTAL REVENUES</b>	\$ 456,594,112		\$ -	\$ 456,594,112
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999			\$ -	\$ -
Classified Salaries 2000-2999	\$ 117,708,495	\$ 12,127,381	\$ -	\$ 129,835,876
Employee Benefits 3000-3999	\$ 106,386,190	\$ 4,378,747	\$ -	\$ 110,764,937
Books and Supplies 4000-4999	\$ 195,021,397		\$ -	\$ 195,021,397
Services and Other Operating Expenditures 5000-5999	\$ 5,092,302		\$ -	\$ 5,092,302
Capital Outlay 6000-6999	\$ 1,485,000		\$ -	\$ 1,485,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499			\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 10,403,972		\$ -	\$ 10,403,972
<b>TOTAL EXPENDITURES</b>	\$ 436,097,356	\$ 16,506,129	\$ -	\$ 452,603,485
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 20,496,756	\$ (16,506,129)	\$ -	\$ 3,990,627
<b>BEGINNING FUND BALANCE</b> 9791	\$ 133,350,348			\$ 133,350,348
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 153,847,104	\$ (16,506,129)	\$ -	\$ 137,340,975
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 10,754,535	\$ -	\$ -	\$ 10,754,535
Restricted 9740	\$ 143,092,569	\$ (16,506,128)	\$ -	\$ 126,586,441
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (0)	\$ -	\$ (0)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Building Fund-212**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 862,644		\$ -	\$ 862,644
<b>TOTAL REVENUES</b>	\$ 862,644		\$ -	\$ 862,644
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999		\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 846,048	\$ -	\$ -	\$ 846,048
Employee Benefits 3000-3999	\$ 448,922	\$ -	\$ -	\$ 448,922
Books and Supplies 4000-4999			\$ -	\$ -
Services and Other Operating Expenditures 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ 25,629		\$ -	\$ 25,629
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 1,320,599	\$ -	\$ -	\$ 1,320,599
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (457,955)	\$ -	\$ -	\$ (457,955)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 10,449,521			\$ 10,449,521
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 9,991,566	\$ -	\$ -	\$ 9,991,566
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 9,991,566	\$ -	\$ -	\$ 9,991,566
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Building Fund Measure Y-214**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 249,288		\$ -	\$ 249,288
<b>TOTAL REVENUES</b>	\$ 249,288		\$ -	\$ 249,288
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999			\$ -	\$ -
Employee Benefits 3000-3999			\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ 74,820,982		\$ -	\$ 74,820,982
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 74,820,982	\$ -	\$ -	\$ 74,820,982
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (74,571,694)	\$ -	\$ -	\$ (74,571,694)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 92,887,910			\$ 92,887,910
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 18,316,216	\$ -	\$ -	\$ 18,316,216
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 500,000	\$ -	\$ -	\$ 500,000
Restricted 9740	\$ 17,816,216		\$ -	\$ 17,816,216
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Building Fund Measure Q-215**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 1,575,667		\$ -	\$ 1,575,667
<b>TOTAL REVENUES</b>	\$ 1,575,667		\$ -	\$ 1,575,667
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 119,696,345	\$ 83,190	\$ -	\$ 119,779,535
Employee Benefits 3000-3999	\$ 61,148,676	\$ 30,073	\$ -	\$ 61,178,749
Books and Supplies 4000-4999	\$ 1,337,329		\$ -	\$ 1,337,329
Services and Other Operating Expenditures 5000-5999			\$ -	\$ -
Capital Outlay 6000-6999	\$ 572,711,834		\$ -	\$ 572,711,834
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 754,894,184	\$ 113,263	\$ -	\$ 755,007,447
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 51,000	\$ -	\$ -	\$ 51,000
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (753,369,517)	\$ (113,263)	\$ -	\$ (753,482,780)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 793,290,482			\$ 793,290,482
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 39,920,965	\$ (113,263)	\$ -	\$ 39,807,702
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 39,920,965	\$ (113,263)	\$ -	\$ 39,807,702
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ -	\$ 0

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Building Fund Measure Q-216**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 1,909,233		\$ -	\$ 1,909,233
<b>TOTAL REVENUES</b>	\$ 1,909,233		\$ -	\$ 1,909,233
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 2,918,862		\$ -	\$ 2,918,862
Employee Benefits 3000-3999	\$ 1,589,499		\$ -	\$ 1,589,499
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures 5000-5999	\$ 1,491,639		\$ -	\$ 1,491,639
Capital Outlay 6000-6999	\$ 456,873,937		\$ -	\$ 456,873,937
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 462,873,937	\$ -	\$ -	\$ 462,873,937
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699		\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (460,964,704)	\$ -	\$ -	\$ (460,964,704)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 793,290,482			\$ 793,290,482
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 332,325,778	\$ -	\$ -	\$ 332,325,778
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 39,920,965		\$ -	\$ 39,920,965
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 292,404,813	\$ -	\$ -	\$ 292,404,813

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Capital Facilities Fund-250**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 83,206,000		\$ -	\$ 83,206,000
<b>TOTAL REVENUES</b>	\$ 83,206,000		\$ -	\$ 83,206,000
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 587,765		\$ -	\$ 587,765
Employee Benefits 3000-3999	\$ 277,721		\$ -	\$ 277,721
Books and Supplies 4000-4999	\$ 77,758		\$ -	\$ 77,758
Services and Other Operating Expenditures 5000-5999	\$ 31,478,178		\$ -	\$ 31,478,178
Capital Outlay 6000-6999	\$ 101,145,029		\$ -	\$ 101,145,029
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 133,566,451	\$ -	\$ -	\$ 133,566,451
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (50,360,451)	\$ -	\$ -	\$ (50,360,451)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 50,360,451			\$ 50,360,451
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740			\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Special Reserve Fund-CRA-400**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 48,355,000		\$ -	\$ 48,355,000
<b>TOTAL REVENUES</b>	\$ 48,355,000		\$ -	\$ 48,355,000
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 230,169	\$ -	\$ -	\$ 230,169
Employee Benefits 3000-3999	\$ 101,007	\$ -	\$ -	\$ 101,007
Books and Supplies 4000-4999	\$ 196,082		\$ -	\$ 196,082
Services and Other Operating Expenditures 5000-5999	\$ 15,897,247		\$ -	\$ 15,897,247
Capital Outlay 6000-6999	\$ 2,098		\$ -	\$ 2,098
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499			\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 16,426,603	\$ -	\$ -	\$ 16,426,603
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 30,000,000	\$ -	\$ -	\$ 30,000,000
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,928,397	\$ -	\$ -	\$ 1,928,397
<b>BEGINNING FUND BALANCE</b> 9791	\$ 112,224,293			\$ 112,224,293
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 114,152,690	\$ -	\$ -	\$ 114,152,690
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 114,152,690	\$ -	\$ -	\$ 114,152,690
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Health and Welfare Fund -670**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 1,109,554,754		\$ -	\$ 1,109,554,754
<b>TOTAL REVENUES</b>	\$ 1,109,554,754		\$ -	\$ 1,109,554,754
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 2,577,161		\$ -	\$ 2,577,161
Employee Benefits 3000-3999	\$ 1,469,932		\$ -	\$ 1,469,932
Books and Supplies 4000-4999	\$ 506,055		\$ -	\$ 506,055
Services and Other Operating Expenditures 5000-5999	\$ 1,136,702,559		\$ -	\$ 1,136,702,559
Capital Outlay 6000-6999			\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 1,141,255,707	\$ -	\$ -	\$ 1,141,255,707
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (31,700,953)	\$ -	\$ -	\$ (31,700,953)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 123,855,361			\$ 123,855,361
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 92,154,408	\$ -	\$ -	\$ 92,154,408
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 92,154,408	\$ -	\$ -	\$ 92,154,408

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Workers Compensation Fund -671**  
 Bargaining Unit: **Local 99-SEIU**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 129,037,316		\$ -	\$ 129,037,316
<b>TOTAL REVENUES</b>	\$ 129,037,316		\$ -	\$ 129,037,316
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 1,582,196	\$ -	\$ -	\$ 1,582,196
Employee Benefits 3000-3999	\$ 874,635	\$ -	\$ -	\$ 874,635
Books and Supplies 4000-4999	\$ 1,637,713		\$ -	\$ 1,637,713
Services and Other Operating Expenditures 5000-5999	\$ 123,834,305		\$ -	\$ 123,834,305
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 127,928,849	\$ -	\$ -	\$ 127,928,849
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,108,467	\$ -	\$ -	\$ 1,108,467
<b>BEGINNING FUND BALANCE</b> 9791	\$ 164,661,202			\$ 164,661,202
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 165,769,669	\$ -	\$ -	\$ 165,769,669
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 1,997,589	\$ -	\$ -	\$ 1,997,589
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 163,772,080	\$ -	\$ -	\$ 163,772,080

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## Los Angeles Unified School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund:

**Liability Self Insurance Fund-672**

Bargaining Unit:

Local 99-SEIU

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement 03/27/2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ 43,690,385		\$ -	\$ 43,690,385
<b>TOTAL REVENUES</b>		\$ 43,690,385		\$ -	\$ 43,690,385
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 189,038	\$ -	\$ -	\$ 189,038
Classified Salaries	2000-2999	\$ 2,805,258	\$ -	\$ -	\$ 2,805,258
Employee Benefits	3000-3999	\$ 1,433,853	\$ -	\$ -	\$ 1,433,853
Books and Supplies	4000-4999	\$ 6,111		\$ -	\$ 6,111
Services and Other Operating Expenditures	5000-5999	\$ 34,442,456		\$ -	\$ 34,442,456
Capital Outlay	6000-6999			\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		\$ 38,876,716	\$ -	\$ -	\$ 38,876,716
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 4,813,669	\$ -	\$ -	\$ 4,813,669
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 1,000,000			\$ 1,000,000
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 5,813,669	\$ -	\$ -	\$ 5,813,669
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 4,813,669	\$ -	\$ -	\$ 4,813,669

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Los Angeles Unified School District  
Local 99-SEIU

**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (1,936,022)	For Self-Balancing accounts in the Unrestricted General Fund,
Other Financing Sources/Uses	\$ -	adjustments are needed to accommodate additional costs.

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (47,592,219)	For the Restricted General Fund, adjustments are needed to
Other Financing Sources/Uses	\$ -	accommodate additional costs.

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (1,640,769)	For the Adult Fund, adjustments are needed to accommodate
Other Financing Sources/Uses	\$ -	additional costs.

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (12,424)	For the Child Development Fund, adjustments are needed to
Other Financing Sources/Uses	\$ -	accommodate additional costs.

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

## Los Angeles Unified School District

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Unrestricted General Fund MYP**

Bargaining Unit:

Local 99-SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 6,557,377,306	\$ 6,699,339,357	\$ 6,509,060,494
Federal Revenue 8100-8299	\$ 15,365,520	\$ 1,906,761	\$ 3,275,235
Other State Revenue 8300-8599	\$ 110,084,122	\$ 106,736,831	\$ 104,982,877
Other Local Revenue 8600-8799	\$ 99,001,798	\$ 236,383,368	\$ 225,549,410
<b>TOTAL REVENUES</b>	\$ 6,781,828,746	\$ 7,044,366,317	\$ 6,842,868,016
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 2,135,789,539	\$ 2,337,578,780	\$ 2,402,194,814
Classified Salaries 2000-2999	\$ 728,936,916	\$ 788,944,813	\$ 810,383,117
Employee Benefits 3000-3999	\$ 1,562,262,148	\$ 1,679,702,078	\$ 1,733,885,866
Books and Supplies 4000-4999	\$ 366,733,449	\$ 362,491,988	\$ 421,616,866
Services and Other Operating Expenditures 5000-5999	\$ 565,676,208	\$ 556,014,949	\$ 559,727,686
Capital Outlay 6000-6999	\$ 61,798,775	\$ 50,269,648	\$ 48,565,904
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 8,809,318	\$ 8,626,145	\$ 8,626,145
Transfers of Indirect Costs 7300-7399	\$ (148,134,975)	\$ (142,898,066)	\$ (99,858,011)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 5,281,871,379	\$ 5,640,730,335	\$ 5,885,142,387
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 40,601,362	\$ 30,010,000	\$ 30,010,000
Transfers Out and Other Uses 7600-7699	\$ 28,557,154	\$ 31,164,427	\$ 89,021,777
Contributions 8980-8999	\$ (1,159,296,167)	\$ (1,366,244,543)	\$ (1,374,082,619)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 352,705,408	\$ 36,237,011	\$ (475,368,767)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 2,850,561,199	\$ 3,130,466,602	\$ 3,166,703,613
Audit Adjustments/Other Restatements 9793/9795	\$ (72,800,005)		
<b>ENDING FUND BALANCE</b>	\$ 3,130,466,602	\$ 3,166,703,613	\$ 2,691,334,846
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 43,008,132	\$ 43,008,132	\$ 43,008,132
Restricted 9740			
Committed 9750-9760	\$ 2,233,336,241	\$ 2,039,126,190	\$ 1,737,963,525
Assigned 9780	\$ 519,447,456	\$ 454,875,320	\$ 454,875,319
Reserve for Economic Uncertainties 9789	\$ 238,780,000	\$ 217,980,000	\$ 185,350,000
Unassigned/Unappropriated Amount 9790	\$ 95,894,773	\$ 411,713,971	\$ 270,137,870

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

## Los Angeles Unified School District

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Restricted General Fund MYP**

Bargaining Unit:

Local 99-SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 29,114,160	\$ 29,114,160	\$ 29,114,160
Federal Revenue 8100-8299	\$ 1,786,619,702	\$ 1,997,409,966	\$ 604,562,923
Other State Revenue 8300-8599	\$ 2,590,104,630	\$ 1,539,971,656	\$ 1,538,858,653
Other Local Revenue 8600-8799	\$ 30,001,564	\$ 48,824,434	\$ 28,532,468
<b>TOTAL REVENUES</b>	\$ 4,435,840,056	\$ 3,615,320,216	\$ 2,201,068,204
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 1,273,864,770	\$ 1,046,034,468	\$ 810,501,102
Classified Salaries 2000-2999	\$ 665,374,403	\$ 619,021,962	\$ 558,362,329
Employee Benefits 3000-3999	\$ 1,279,609,800	\$ 1,185,274,817	\$ 1,110,457,979
Books and Supplies 4000-4999	\$ 270,867,797	\$ 1,957,655,146	\$ 622,475,592
Services and Other Operating Expenditures 5000-5999	\$ 691,748,191	\$ 550,424,784	\$ 500,685,840
Capital Outlay 6000-6999	\$ 8,212,035	\$ 5,407,620	\$ 2,200,410
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		
Transfers of Indirect Costs 7300-7399	\$ 125,617,596	\$ 124,995,625	\$ 78,978,142
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 4,315,294,592	\$ 5,488,814,423	\$ 3,683,661,394
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 451,222	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 85,176	\$ 85,176	\$ 85,176
Contributions 8980-8999	\$ 1,159,296,167	\$ 1,366,244,543	\$ 1,374,082,619
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,280,207,677	\$ (507,334,839)	\$ (108,595,747)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 549,533,472	\$ 1,830,767,914	\$ 1,323,433,074
Audit Adjustments/Other Restatements 9793/9795	\$ 1,026,765		
<b>ENDING FUND BALANCE</b>	\$ 1,830,767,914	\$ 1,323,433,074	\$ 1,214,837,327
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ -		
Restricted 9740	\$ 1,830,767,914	\$ 1,323,433,074	\$ 1,214,837,327
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ 0	\$ 0

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



## Los Angeles Unified School District

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Combined General Fund MYP**

Bargaining Unit:

Local 99-SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 6,586,491,466	\$ 6,728,453,517	\$ 6,538,174,654
Federal Revenue 8100-8299	\$ 1,801,985,222	\$ 1,999,316,727	\$ 607,838,158
Other State Revenue 8300-8599	\$ 2,700,188,752	\$ 1,646,708,487	\$ 1,643,841,530
Other Local Revenue 8600-8799	\$ 129,003,362	\$ 285,207,802	\$ 254,081,878
<b>TOTAL REVENUES</b>	\$ 11,217,668,802	\$ 10,659,686,533	\$ 9,043,936,220
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 3,409,654,310	\$ 3,383,613,248	\$ 3,212,695,916
Classified Salaries 2000-2999	\$ 1,394,311,319	\$ 1,407,966,776	\$ 1,368,745,445
Employee Benefits 3000-3999	\$ 2,841,871,949	\$ 2,864,976,895	\$ 2,844,343,845
Books and Supplies 4000-4999	\$ 637,601,246	\$ 2,320,147,135	\$ 1,044,092,459
Services and Other Operating Expenditures 5000-5999	\$ 1,257,424,399	\$ 1,106,439,733	\$ 1,060,413,526
Capital Outlay 6000-6999	\$ 70,010,810	\$ 55,677,268	\$ 50,766,314
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 8,809,318	\$ 8,626,145	\$ 8,626,145
Transfers of Indirect Costs 7300-7399	\$ (22,517,379)	\$ (17,902,441)	\$ (20,879,869)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 9,597,165,971	\$ 11,129,544,758	\$ 9,568,803,781
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 41,052,584	\$ 30,010,000	\$ 30,010,000
Transfers Out and Other Uses 7600-7699	\$ 28,642,330	\$ 31,249,603	\$ 89,106,953
Contributions 8980-8999	\$ (0)	\$ -	\$ 0
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,632,913,084	\$ (471,097,828)	\$ (583,964,514)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 3,400,094,671	\$ 4,961,234,516	\$ 4,490,136,687
Audit Adjustments/Other Restatements 9793/9795	\$ (71,773,240)		
<b>ENDING FUND BALANCE</b>	\$ 4,961,234,516	\$ 4,490,136,687	\$ 3,906,172,174
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 43,008,132	\$ 43,008,132	\$ 43,008,132
Restricted 9740	\$ 1,830,767,914	\$ 1,323,433,074	\$ 1,214,837,327
Committed 9750-9760	\$ 2,233,336,241	\$ 2,039,126,190	\$ 1,737,963,525
Assigned 9780	\$ 519,447,456	\$ 454,875,320	\$ 454,875,319
Reserve for Economic Uncertainties 9789	\$ 238,780,000	\$ 217,980,000	\$ 185,350,000
Unassigned/Unappropriated Amount 9790	\$ 95,894,773	\$ 411,713,971	\$ 270,137,870

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Los Angeles Unified School District  
Local 99-SEIU

## I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 9,625,808,301	\$ 11,160,794,361	\$ 9,657,910,734
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 9,625,808,301	\$ 11,160,794,361	\$ 9,657,910,734
d.	State Standard Minimum Reserve Percentage for this District <b>Enter percentage</b> →	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 192,516,166	\$ 223,215,887	\$ 193,158,215

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 238,780,000	\$ 217,980,000	\$ 185,350,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 95,894,773	\$ 411,713,971	\$ 270,137,870
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 334,674,773	\$ 629,693,971	\$ 455,487,870
f.	Reserve for Economic Uncertainties Percentage	3.48%	5.64%	4.72%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

**Public Disclosure of Proposed Collective Bargaining Agreement**  
Los Angeles Unified School District  
Local 99-SEIU

**5 Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 226,828,246
General Fund balance Increase/(Decrease), Page 4c, Column 3	\$ (208,555,662)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (1,640,769)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (12,423)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (16,506,129)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h1, Column 2	\$ (113,263)
Other Fund balance Increase/(Decrease), Page 4h2, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h3, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h4, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h5, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h6, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h7, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h8, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h9, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (226,828,246)
Variance	\$ -

**Variance Explanation:**

**6 Will this agreement create or increase deficit financing in the current year or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/(Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)	\$ 1,791,940,506	18.9%	
Current FY Surplus/(Deficit) after settlement(s)	\$ 1,632,913,084	17.0%	
1st Subsequent FY Surplus/(Deficit) after settle	\$ (466,978,382)	-4.2%	
2nd Subsequent FY Surplus/(Deficit) after settle	\$ (583,964,514)	-6.0%	

**Deficit Reduction Plan (as necessary):**

**7 Were "Other Adjustments" amounts entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address the deficit spending and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet or use Page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page	\$ -	
1st Subsequent FY Restricted, Page	\$ -	
2nd Subsequent FY Unrestricted, Page	\$ -	
2nd Subsequent FY Restricted, Page	\$ -	

**Public Disclosure of Proposed Collective Bargaining Agreement  
LOS ANGELES UNIFIED SCHOOL DISTRICT**

**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the districts's Governing Board.

In Accordance with the requirements of Government Code Sections 3540.2(a) and 3547.5, the Superintendent and Chief Business Official of the Los Angeles Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from FY 2021-2024.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment  
Increase/(Decrease)**

**Budget Adjustment Categories:**

Revenues/Other Financing Sources	\$ 12,430,290
Expenditures/Other Financing Uses	\$ 188,077,103
Ending Balance(s) Increase/(Decrease)	\$ (175,646,813)

Subsequent Years

**Budget Adjustment Categories:**

Revenues/Other Financing Sources	\$ 68,047,186
Expenditures/Other Financing Uses	\$ 755,134,924
Ending Balance(s) Increase/(Decrease)	\$ (687,087,738)

**Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

☐ I hereby certify

☐ I am unable to certify

\_\_\_\_\_  
**District Superintendent  
(Signature)**

\_\_\_\_\_  
**Date**

☒ I hereby certify

☐ I am unable to certify

  
\_\_\_\_\_  
**Chief Business Official  
(Signature)**

04/05/2023  
\_\_\_\_\_  
**Date**

**Special Note:** The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



## Los Angeles Unified School District

## Local 99-SEIU

**Assumptions and Explanations** (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

1. This certification is based on the FY 2022-23 Second Interim Report, approved by the LAUSD Board of Education on March 27, 2023, which includes the District's current and multi-year projections.
2. The unrestricted impact to this agreement is \$145.4M in FY 2022-23, \$243.3M in FY 2023-24 and \$363.4M in FY 2024-25. The cost of the SEIU agreement necessitates the release of the following committed balances: Inflation Protection of \$145.4M in FY 2022-23, \$243.3M in FY 2023-24, and \$363.4M in FY 2024-25 totalling \$752.1M. Accordingly, the Unrestricted General Fund Unappropriated/Unassigned balances were not reduced.
3. For restricted programs and other funds, adjustments are needed to accommodate additional costs.

Concerns regarding affordability of agreement in subsequent years (if any):

1. The release of the Inflation Protection committed balances is a one-time balancing solution. Any other salary agreements with other labor unions have yet to be settled. In addition to the release of Inflation Protection committed balances, the following solutions will be implemented this current projection period FY 2023-24 through FY 2024-25:
  - a. Use of the Arts, Music, and Instructional Materials Discretionary Block Grant to pay for existing operating costs.
  - b. Use of the Learning Recovery Emergency Block Grant to pay for eligible General Fund expenses.
  - c. Use of ESSER III funds to pay for eligible General Fund expenses.
  - d. Release of SENI committed balances.

**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Los Angeles Unified School District

**District Name**

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

Tony Atienza

**Contact Person**

TA

213-241-1324

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed agreement with the \_\_\_\_\_ Bargaining Unit(s).

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

**Special Note:** The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**Los Angeles Unified School District**

**SEIU (Units B, C, F, G) - Summary of Compensation Increase<sup>1</sup> - Fiscal Impact to All Funds**

Number	Article	Agreement	FY 22-23	FY 23-24	FY 24-25	3-year Impact
1	Bonus	Provide a one-time \$1,000 retention and appreciation bonus for all SEIU members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement in recognition of in-person work during adverse circumstances caused by the COVID-19 pandemic.	\$26,731,077			\$26,731,077
2	Compensation	SEIU members - 6% ongoing wage increase retroactive to July 1, 2021 (FY 21-22)	\$123,643,977	\$62,241,892	\$62,676,807	\$248,562,676
3	Compensation	SEIU members - 7% ongoing wage increase retroactive to July 1, 2022 (FY 22-23)	\$76,453,193	\$76,972,473	\$77,510,318	\$230,935,984
4	Compensation	Select Classifications will be placed on A-Basis effective July 1, 2023		\$31,401,313	\$31,652,962	\$63,054,275
5	Compensation	SEIU members - 7% ongoing wage increase effective July 1, 2023 (FY 23-24)		\$84,558,638	\$85,151,747	\$169,710,386
6	Compensation	\$2 per hour increase for all SEIU members effective January 1, 2024		\$54,168,310	\$109,067,923	\$163,236,233
7	Health and Welfare	SEIU Units F & G Health and Welfare benefits for employees who are assigned to work 4 hours per day or 80 hours or more per month. The agreement includes health coverage for employees' qualified dependents.		\$15,000,000	\$30,000,000	\$45,000,000
8	Compensation	Special Education Assistant assignment increased to 7 hours serving students with special needs.			45,243,963	\$45,243,963
9	Education Fund	Invest \$3 million in an Education and Professional Development Fund for SEIU members.		\$3,000,000		\$3,000,000
10	Differential	Provide additional behavioral intervention duties to Specific students through the IEP process ( as defined by the District), 5.5% differential will be provided during the period of the assignment.		\$4,116,182	\$4,966,829	\$9,083,010
		<b>Cumulative Cost</b>	<b>\$226,828,246</b>	<b>\$331,458,809</b>	<b>\$446,270,549</b>	<b>\$1,004,557,604</b>
		<b>Non-cumulative or Incremental cost each year</b>	<b>\$226,828,246</b>	<b>\$104,630,562</b>	<b>\$114,811,740</b>	<b>\$ 446,270,548</b>

<sup>1</sup>Summary of Compensation Increase shall be read in conjunction with the SEIU AB 1200 document presented to the LAUSD Board of Education on April 18, 2023.

# TAB 2





## Board of Education Report

[Back to Order of Business](#)

File #: Rep-187-22/23, Version: 1

**Approval of Procurement Actions****April 18, 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 Contracts; Contract Amendments; Low Value - Purchase Orders; Goods and General Services Contracts: Purchase Orders; Low Value - 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; Contract Amendment; and Goods and General Services Contracts (exceeding \$250,000): New Contracts; and Piggyback Contract 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

File #: Rep-187-22/23, Version: 1

“A” includes:

- Award of Professional Service Contracts not exceeding \$250,000: New Contracts; Contract Amendments; Low - Value Purchase Orders; and
- Goods and General Services Contracts not exceeding \$250,000: Procurement Transactions - Purchase Orders; Low Value - 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; Contract Amendment; and
- Goods and General Services Contracts (exceeding \$250,000): New Contracts; Piggyback Contract

**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.

**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)>
- 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)>

**Informatives:**

Not applicable.

**Submitted:**

03/22/23

---

File #: Rep-187-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,



ALBERTO M. CARVALHO  
Superintendent

APPROVED & PRESENTED BY:



PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations

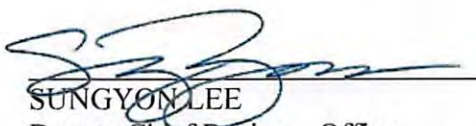
REVIEWED BY:



DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

APPROVED & PRESENTED BY:



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

REVIEWED BY:



TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

APPROVED AND PRESENTED BY:



JUDITH REECE  
Chief Procurement Officer  
Procurement Services Division

## 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**

<b><u>REGION EAST</u></b>			<b>\$339,221</b>
<b><u>CONTRACTOR</u></b>	<b><u>IDENTIFICATION NO.</u></b>	<b><u>SOURCE OF FUNDS</u></b>	<b><u>AMOUNT</u></b>
<b>Convenient Fun Fitness</b>	4400010940	General Funds (100%)	\$64,001

Ratification of best value informally competed contract, selected from two proposals, to provide a structured recess playground program. The program provides organized activities during recess time in clearly defined areas of the yard, and helps increase physical activities through structured play and decreases referrals. Coaches offer several unique games.

Services cannot be provided by teaching assistants who are assigned to classroom instructional support. Moreover, the school site does not have other positions whose job classification would include all day physical activity engagement with students.

This contract aligns with the Strategic Plan Pillar 2 – Joy and Wellness: Providing welcoming learning environments and promoting active lifestyles through expanded opportunities through structured play.

This vendor was selected because their program aligned with the scope and promotes wellness, and their price was the lowest. The services provided promote safety and physical activities that align with and promote whole child wellness. Services will be provided five days a week and 100% of students will benefit from the services.

**Contract Term:** 11/01/22 through 06/15/23

**Contract Value:** \$64,001

**Requester:**

Elizabeth Arellano, Principal  
Quincy Jones Elementary School

**Equity Impact:**

Not applicable.



## 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 B****REGION EAST (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Convenient Fun Fitness	4400011082	SENI ESSER III Funds (100%)	\$65,220

Ratification of best value informally competed contract, selected from two proposals, to provide a structured playground program during recess and lunch. The program provides organized activities during recess time in clearly defined areas of the yard. Coaches engage students in high interest activities, differentiate activities according to grade level and students' abilities, foster healthy competition, supervise students at all times and promote inclusivity.

The structured playground activities promote student safety and provide enrichment opportunities for students to become productive citizens and scholars through engagement and relationships. These services promote an active lifestyle through expanded opportunities for physical education.

This contract aligns with the Strategic Plan Pillar 2 – Whole Child Well Being and Joy and Wellness.

Convenient Fun Fitness was chosen because they provided the best price and start date for the services needed at this time. All 1st – 5th grade students benefit from the services.

**Contract Term:** 01/30/23 through 06/23/23

**Contract Value:** \$65,220

**Requester:**

William Otto, Principal  
10<sup>th</sup> Street Elementary School

**Equity Impact:**

Not applicable.

## 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 C****REGION EAST (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Wolfone Productions</b>	4400010918	SENI ESSER III Funds (100%)	\$150,000

Ratification of best value informally competed contract, selected from two proposals, to provide a fitness program that will include a martial arts component of Jiu Jitsu. This unique program offers students an opportunity to learn the skills necessary to lead a productive, healthy and successful life from a professionally trained instructor.

The fitness program provides activities that assist students in the following targeted areas:

- Improve students' awareness of healthy nutrition and eating habits.
- Teach students to set goals, monitor and improve progress on study habits through communication and collaboration skills, and benchmarks to achieve goals.
- Educate students about the effects of violence and enables students to deescalate situations through patience and self-discipline.
- Collaborate with Physical Education teachers and administrators in building a cohesive curriculum that complements grade-level physical education standards and reinforce concepts and skills needed for State Standardized testing.

This contract aligns with the Strategic Plan Pillar 1 – Academic Excellence and Priority 1B – Enriching Experiences.

Wolfone Productions was chosen to provide these services because they have provided the services in the past and built a positive relationship with our school, students and community. Approximately 150 students are benefit from these services every week.

**Contract Term:** 01/30/23 through 06/30/25, includes two (2) one-year renewal options

**Aggregate Two and Half Year (2 ½) Contract Value: \$150,000**

**Requester:**

Raul Ramirez, Principal  
Carver Middle School

**Equity Impact:**

Not applicable.

## 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 D****REGION EAST (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Johnny Spencer, dba Eye See You</b>	4400010919	SENI ESSER III Funds (100%)	\$60,000

Ratification of best value informally competed contract, selected from two proposals, to provide an instructional music program that fosters students' appreciation of music in various cultures, and helps students improve their focus, social skills and self-esteem.

We know that when students are offered humanities and the arts, their success in academics correlate with their success in these programs. This music program has helped improve the climate and culture of our school by improving students' focus, social skills and self-esteem.

This contract aligns with the Strategic Plan Pillar 1 – Academic Excellence and Priority 1B – Enriching Experiences. We believe that providing music to our students is delivering well-rounded, inspiring educational and enriching experience which instill and maintain a love of learning.

Eye See You was chosen based on their expertise and proven track record. They provide band for three periods a day to approximately 60 students in 6<sup>th</sup> – 8<sup>th</sup> grades.

**Contract Term:** 01/17/23 through 06/15/23

**Contract Value:** \$60,000

**Requester:**

Raul Ramirez, Principal  
Carver Middle School

**Equity Impact:**

Not applicable.

## 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 E****REGION SOUTH****\$107,582**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Powerful Choices</b>	4400010994 4400010994-1	General Funds (100%)	\$44,000*

Ratification of informally competed contract and amendment to increase capacity, to a single proposal received from three requests, to provide professional development and implementation guidance of Writer's Workshop. The services include training staff on how to use their Lucy Calkins Units of Study for Writer's Workshop. The professional development being provided by Powerful Choices is to assist Barton Hill Elementary School (ES) in meeting the distance to standard goal of 30 points by 2026 in English Language Arts and 5% increase in early literacy benchmarks. The contract is supports Barton Hill ES by providing ongoing professional development in learning sessions coaching and demonstration labs in relation to Writer's Workshop.

The trainings are for all 19 TK-5<sup>th</sup> grade teachers. The contract includes 22 sessions conducted in classrooms. Some sessions are coaching sessions that are conducted within the classroom, and others are group sessions conducted in the professional development room.

This contract aligns with the Strategic Plan Pillar 1 – Academic Excellence: High quality instruction and eliminating opportunity gaps.

Powerful Choices demonstrated that they can clearly address the scope of work at a reasonable price, and that they have the capacity to complete the work. Furthermore, Powerful Choices has demonstrated extensive expertise in the area of Writer's Workshop at an elementary school level.

**Contract Term:** 11/01/22 through 06/30/23

Initial Contract Value: \$32,000  
 Amendment No. 1: \$12,000  
**Aggregate Contract Value: \$44,000\***

**Requester:**  
 Leanne Malinowsky, Principal  
 Barton Hill Elementary School

**Equity Impact:**  
 Not applicable.



## 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 F****REGION SOUTH (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Convenient Fun Fitness	4400010926	General Funds (100%)	\$63,582

Ratification of best value informally competed contract, selected from three proposals, to provide a structured recess playground program. The program provides organized activities during recess time in clearly defined areas of the yard. Coaches offer several unique games and activity options for students.

The program helps increase active participation and inclusion so that students return to the classroom ready to learn. Additionally, the structured recess program decreases bullying and increases social-emotional learning behaviors.

This contract aligns with the Strategic Plan Pillar 2 – Joy and Wellness: Safe and Healthy Environments to Promote Joy and Wellness.

Convenient Fun Fitness was chosen because they offer a comprehensive, structured playground program that monitors student behavior, provides safe activities and promotes team-building and social-emotional growth. All students in TK – 5<sup>th</sup> Grades are benefiting from the services.

**Contract Term:** 11/01/22 through 06/09/23

**Contract Value:** \$63,582

**Requester:**

Roman Gutierrez Martin, Principal

Marguerite Poindexter LaMotte Elementary School

**Equity Impact:**

Not applicable.

## 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 G****OFFICE OF THE GENERAL COUNSEL \$123,173**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>LexisNexis Division of RELX, Inc.</b>	4400009168-2	General Funds (100%)	\$123,173*

Ratification of amendment to extend the term and increase capacity of a single-source contract for LexisNexis's CounselLink, an electronic billing, invoicing, and workflow management platform for the Office of the General Counsel (OGC).

In 2016, a Request for Proposal was conducted for a legal spend system to be utilized by the OGC. After a thorough vetting process, CounselLink was selected. When the term of the initial contract ended, the District entered into a single-source contract with LexisNexis in 2021 to ensure continuity of services and operational efficacy.

CounselLink is a legal spend management application that facilitates the management of case budgets, enhances the review of legal costs and expenses, and maintains invoices and other back-up documents related to the case. It is OGC's primary legal spend management system.

CounselLink allows the District to review voluminous legal invoices from outside counsel and efficiently process them for timely payment. It provides a centralized hub for the management, processing, accounting and financial recording of the District's legal matters. It also serves as a secure electronic repository of all legal invoices and documents which results in greater accountability and improved efficiency.

This action supports Pillar 4, Operational Effectiveness. The contract is being extended for purposes of operational efficiency and continuity of services.

**Contract Term:** 03/09/21 through 03/08/23

New end date by this amendment: 03/08/24

Initial Contract Value: \$123,173

Amendment No. 1: \$123,173

\*Amendment No. 2: \$123,173

**Aggregate Contract Value: \$369,519**

**Requester:**

Devora Navera Reed, General Counsel  
Office of the General Counsel

**Equity Impact:**

Not applicable.

## 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 H****PERSONNEL COMMISSION \$416,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Skillsoft	4400010912	COVID-19 Funds (100%)	\$216,000

Ratification of best value informally competed contract, selected from three proposals, to provide a library of training content that includes a full range of diverse training for school-based staff, leadership & management development, and job-specific courses for the employees in our classified service. Specifically, Skillsoft offers a library of over 2,400 courses, available through MyPLN, that is more comprehensive than other content providers. Additionally, the Skillsoft library has been integrated with our LMS, making access to classes easy for our Classified employees.

The services align with Pillar 5, Investing in Staff. Ratification for this contract is necessary to fulfill the District's commitment to provide critical training for Classified employees working in supervisory or management roles.

The Organizational Excellence Training Program has seen an over 100% increase in participation in on-line courses because of the diversity and quality of the classes offered by Skillsoft.

Skillsoft offers a catalog of hundreds of classes in numerous topic areas. The District Personnel Commission team is not large enough to develop and offer such a comprehensive library of classes. Additionally, we do not have the expertise to design courses in many of the areas offered by this vendor such as classes in best practices in business, leadership, communication, and in specific areas of compliance.

**Contract Term:** 09/16/22 through 09/15/25

**Contract Value:** \$216,000

**Requester:**

Karla Gould, Director  
Personnel Commission

**Equity Impact:**

Not applicable.

## 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 I****PERSONNEL COMMISSION (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>FranklinCovey Client Sales, Inc.</b>	4400011081	COVID-19 Funds (100%)	\$200,000

Ratification of best value informally competed contract, selected from four proposals, to provide training content, professional development tools, and introduce successful methodology in the area of leadership development.

The services align with Pillar 5, Investing in Staff. Ratification of this contract is necessary to fulfill the District's commitment to provide critical training for classified employees working in supervisory or management roles.

Personnel Commission has seen an increase in the pool of highly qualified classified employees with well refined skills ready to move into leadership roles.

FranklinCovey offers well-regarded and well-known leadership development programs recognized as one of the "best in the business". Course content can only be purchased through FranklinCovey; as such these services could not be provided by District staff.

**Contract Term:** 12/19/22 through 12/18/23

**Contract Value:** \$200,000

**Requester:**

Karla Gould, Director  
Personnel Commission

**Equity Impact:**

Not applicable.



## ATTACHMENT A

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

February 2023 = \$4,891,542

YTD = \$29,883,536

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>February</u> <u>Qty of POs</u>	<u>YTD</u> <u>Qty of POs</u>	<u>February</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Low Value – Purchase Orders – February 2023	577	2,925	\$4,891,542 (Median - \$6,000)	\$29,883,536

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

February 2023 = \$33,739,741

YTD = \$287,909,117

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>February</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>YTD</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>February</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Low Value – Purchase Orders – February 2023	5,015	33,031	\$16,458,419 (Median - \$1,279)	\$102,354,688
Purchase Orders – February 2023	72	418	\$4,213,293 (Median - \$45,511)	\$30,917,736
DISTRICT CARD TRANSACTIONS (i.e., P- Card, Fuel Card, Toshiba Card, etc.) – February 2023	10,258	64,650	\$4,928,298 (Median - \$189)	\$31,581,746
Rental Facilities – February 2023	2	15	\$7,193 (Median – \$3,597)	\$255,586
Travel/Conference Attendance – February 2023	218	2,225	\$178,344 (Median - \$368)	\$2,304,941
GENERAL STORES DISTRIBUTION CENTER – February 2023	239	1,759	\$3,711,191 (Median - \$6,190)	\$29,162,754

## ATTACHMENT A

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

	<u>February</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>YTD</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>February</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
BOOK/INSTRUCTIONAL MATERIAL PURCHASE ORDERS (BPO) – February 2023	351	3,067	<i>\$4,243,003</i> <i>(Median - \$9,901)</i>	\$91,331,665

**D. GOODS AND GENERAL SERVICES**

February 2023 = \$0

YTD = \$1,272,285

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>February</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>YTD</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>February</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
GENERAL STORES DISTRIBUTION CENTER – <i>COVID-19 Transactions</i> <i>(Rapid Antigen Tests and</i> <i>Masks)- February 2023</i>	0	1	<i>\$0</i>	\$1,272,285
<b>GRAND TOTAL – February 2023</b>			<b>\$38,631,283</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 K****DIVISION OF INSTRUCTION****\$20,182,130**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Curriculum Associates, LLC	4400011011 (RFP 2000002670)	General Funds (100%)	\$20,182,130

Authorization to negotiate and execute formally competed contract, selected from four proposals, to provide computer adaptive reading and mathematics assessment platform for LAUSD schools that has a high level of validity and reliability, and provides an engaging format and a variety of question types aligned to standards. The use of the computer adaptive platform will enable schools across the system, elementary through secondary, to use literacy and math data to plan and differentiate instruction to meet the needs of all students. Use of the assessment results will provide educators with actionable data for planning instruction and monitoring progress towards Board goals in literacy and numeracy ([additional information about the assessment platform](#))

All TK through 12<sup>th</sup> grade students, approximately 448,174, will directly benefit from the computer adaptive platform, and services will be available to all District operated and partner operated schools (e.g. Partnership for LA Schools), with the exception of independent charters, beginning in the 2023-24 School Year. Initial training for teachers and administrators will launch the Summer of 2023 with makeup training, follow-up sessions and ongoing coaching and support throughout the 2023-2024 school year. This platform will require the use of the LAUSD Single Sign-On for students and employees to ensure it meets all the data security requirements. This assessment platform will replace Renaissance STAR Reading and Math for secondary students, DIBELS for 3rd – 5th/6th elementary students and Edulastic for Elementary Math Assessments. Since the Curriculum Associates' assessment includes standards aligned questions and a variety of response types similar to SBAC, the IABS will no longer be required in 2023-2024.

The Curriculum and Associates computer adaptive assessment will provide impactful, rigorous, standards-based and culturally responsive test items for students to demonstrate learning and skills mastery. The vendor platform will also provide instructional resources to support teachers in analyzing and acting upon assessment data to guide instructional planning and personalized learning so that all students reach proficiency in literacy and numeracy. The District-wide use of this assessment platform supports Strategic Plan Pillars 1A, High Quality Instruction, and 1C, Eliminating Opportunity Gaps.

**Contract Term:** 04/19/23 through 04/18/28, includes three (3) one-year renewal options

**Aggregate Five-Year Contract Value:** \$20,182,130

**Requester:**

Carlen Powell, Administrator, Elementary Instruction  
Division of Instruction

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

## Equity Impact:

Component	Score	Score Rationale
<b>Recognition</b>	<b>3</b> Affirmatively recognizes historical inequities	The computer adaptive assessment platform will support all District operated schools and partner operated schools (e.g., Partnership for LA Schools), with the exception of independent charters. An assessment will be given three times over the school year, and the results, which will identify any needed progress monitoring, will be used to guide instruction for all students, with an emphasis on generating accelerated outcomes for student groups such as English Learners, Standard English Learners, African American students, Students with Disabilities, Homeless students, Foster Youth and other student groups.
<b>Resource Prioritization</b>	<b>2</b> Somewhat prioritizes resources based on student need	The contract will support schools equally without consideration of student need. However, the school sites will effectively prioritize resources and instructional support to students based on need as determined by the assessment results.
<b>Results</b>	<b>4</b> Extremely likely to result in closed opportunity gaps and/or closing achievement gaps	The assessment(s) will be used to measure academic achievement in literacy and math in support of District goals and LCAP goals, which include targets for historically underserved populations in addition to districtwide targets. The results will support coherent, effective implementation of Pillar 1A, High Quality Instruction and Pillar 1C, Eliminating Opportunity Gaps.
<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 L****EDUCATIONAL TRANSFORMATION OFFICE****\$60,000,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>NOT-TO- EXCEED AMOUNT</u>
Various Vendors*	4400011270 Through 4400011290 ( <a href="#">RFP 2000002799</a> )	General Funds (100%)	\$60,000,000

\*Social Justice Learning Institute; Dynasty's United Youth Association; New Hope Academy; reDiscover Center; Boys and Girls Club – Carson; Educate CA; A Yancy Life; Youth Guidance; Study Smart Tutors Inc.; College Bound 4 Kids (**SBE**); Equation 2 Success; Achieve Initiative Foundation; STEM to the Future; Inspiration 52; SistaFriends Women's Counseling; Boys 2 Gentlemen (**SBE**); Brothers Against Banging Youth (BABY); Community Base Public Safety Collective; Community Build Inc.; LA Education Partnerships (LAEP); EduCare Foundation

Authorization to negotiate and execute a formally competed bench of twenty-one (21) professional services contracts to support the implementation of specific components of the Black Student Achievement Plan (BSAP) for students and families. Services will be provided in the following two categories: (1) safe passage programs, peacebuilding programs, community development, and (2) community partnerships ([List of 21 contracts with overview of services and expertise](#)).

The authority to increase or decrease the amounts of these contracts will be limited to the aggregate amount of \$60,000,000. A total of 102 proposals were submitted. The 21 contractors scored the highest on the weighted evaluation criteria (qualification and experience, personnel qualification and experience, program implementation plan, service fees, small-business status, and work-based learning planning).

Successful implementation of the BSAP necessitates the use of professional services to help address the academic and social-emotional needs of Black students and the disparities in student discipline. Approval of the bench contracts will enable schools to procure specialized services for safe passage programs, peacebuilding, community development, and community partnerships.

Experts in safe passage, peacebuilding, community partnerships, and community development will provide specialized services. Moreover, within each of these categories, specific support services will be provided, including, but not limited to, parent education, foster youth education, restorative justice practices and strategies, college planning and participation, small group mentoring, job training, student mentoring and academic support not limited to California State Standards, and students' leadership development. The bench contracts will provide services that benefit

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

approximately 34,510 kindergarten through twelfth-grade students and parents attending the 205 [BSAP schools](#).

The District's Strategic Plan (Pillar 2-2A) speaks to the need for schools to ensure students have access to "safe passage" to and from school through coordination with local civic and safety organizations. Additionally, the Strategic Plan (Pillar 1-1A) calls for the need for students to have access to high-quality, inclusive instruction that is culturally responsive.

The community development services to be provided will support the implementation of the Strategic Plan, specifically in eliminating opportunity gaps (Pillar 1-1C) and leading for impact (Pillar 3-3C). The safe passage, peacebuilding, and community partnerships services will provide safe and healthy environments that promote joy and wellness, thus aligning with Pillar 2 of the Strategic Plan. In addition, the contractors will provide essential services to schools with a high enrollment of Black students, addressing student safety, building solid social-emotional skills, and increasing opportunities for parental involvement in the school community.

**Contract Term:** 05/01/23 through 4/30/26

Two (2) option years (OY) remaining

**Aggregate Not-to-Exceed Three-Year Value For Twenty-One (21) Contracts: \$60,000,000**

*Half of the not-to-exceed aggregate contract value is intended to be expended on Community Partnerships services and the other half on Safe Passage, Peacebuilding, and Community Development services.*

**Requester:**

Robert Whitman, Educational Transformation Officer  
Educational Transformation Office

**Equity Impact:**

Component	Score	Score Rationale
<b>Recognition</b>	<b>4</b> Actively recognizes and specifies historical inequities to correct	Addresses the longstanding disparities in educational outcomes between Black students and their non-Black peers.
<b>Resource Prioritization</b>	<b>4</b> Effectively prioritizes resources based on student need	Addresses the need for community partnership/safe passage, peace building and community development programs that are sustainable, on-going and embedded with proven resources that prioritize the needs of Black students and their families.
<b>Results</b>	<b>3</b> Likely to result in closed opportunity gaps and/or closing achievement gaps	Likely to increase opportunities available to Black students to experience and receive resources that are of cultural value in the areas of academics, social-emotional learning and relationship building which may result in decreasing the opportunity and achievement gaps.
<b>TOTAL</b>	<b>11</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 M**

<b><u>OFFICE OF THE CHIEF BUSINESS OFFICER</u></b>			<b>\$0</b>
<b><u>CONTRACTOR</u></b>	<b><u>IDENTIFICATION NO.</u></b>	<b><u>SOURCE OF FUNDS</u></b>	<b><u>AMOUNT</u></b>
<b>Bank of America, N.A.</b>	4400011433	Various Per Requesting School or Office (100%)	\$6,200,000 (Approved BOE 411-17- 18 June 12, 2018)

Authorization to exercise an existing option to a formally competed contract, selected from four proposals, to provide banking services for all of the District's approximately 1,600 bank accounts for Student Body, Imprest, Cafeteria and District revolving accounts with a total combined average daily balance of approximately \$45 million. Since 2018, \$3.2 million has been expended against this contract and \$3 million remains available to fund services over the next five years.

This action supports Pillar 4, operational effectiveness, to sustainably, equitably, and efficiently implement school and District budgets.

**Contract Term:** 06/15/18 through 06/14/23

New term by this amendment: 06/15/23 through 06/14/28

Initial Contract Value: \$6,200,000

\*Amendment No. 1: \$0

**Aggregate Contract Value: \$6,200,000**

**Requester:**

David Hart, Chief Business Officer  
Office of the Chief Business Officer

**Equity Impact:**

Not applicable.

## 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 N****OFFICE OF THE CHIEF MEDICAL DIRECTOR****\$800,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Various Vendors*</b>	4400011330	Total Student	\$800,000
	4400011331	Population	
	4400011132	(TSP)	
	4400011333	(100%)	
	4400011334		
	4400011335		
	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 execute a formally competed bench of nine (9) contracts with qualified temporary staffing agencies to provide nursing services for students. Deployment of such resources will occur only when and where sufficient District employees and substitutes are not available. The authority to increase or decrease individual amounts for these contracts will be limited to the aggregate amount of \$800,000. A total of 27 proposals were submitted. The nine selected firms had the highest scoring proposals, and their services can be provided within the available budget.

The services align with Strategic Plan Pillar 2, joy and wellness, and the priorities of whole-child well-being and outstanding attendance. The provision of 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.

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

**Aggregate Value For Nine (9) Contracts: \$800,000**

**Requester:**

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



## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

## Equity Impact:

Component	Score	Score Rationale
<b>Recognition</b>	<b>3</b> Affirmatively recognizes historical inequities	The selected vendors recognize the historical inequities as it relates to access of healthcare services.
<b>Resource Prioritization</b>	<b>4</b> Effectively prioritizes resources based on student need	Provision of nursing services directly prioritizes the resources based on students' health needs.
<b>Results</b>	<b>4</b> Extremely likely to result in closed opportunity gaps and/or closing achievement gaps	The provision of additional nursing services would strengthen and facilitate the educational process by improving and protecting the health status of students and by identifying and assisting in the elimination or modification of health-related barriers to learning, thereby closing the health inequity gap.
<b>TOTAL</b>	<b>11</b>	

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

## B. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS

## REVENUE NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING &lt;\$500,000&gt;

**Item O****REGION EAST**

&lt;\$6,000,000&gt;

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Entertainment Industry Foundation	4400011224	Revenue	<\$6,000,000>

Authorization to negotiate and execute a revenue contract with Entertainment Industry Foundation (EIF) to provide students with real-world, relevant and immersive educational experiences that prepare them for college and a career in the film and television production industries.

EIF is a multifaceted organization in the world of philanthropy. It mobilizes and leverages the voice and talents of the entertainment industry and cultivates the support of organizations and philanthropists committed to social responsibility. EIF builds awareness and raises funds, developing and enhancing programs on the local, national and global level that facilitate positive social change.

EIF will provide funding and form a council of entertainment industry experts to enhance Edward R. Roybal LC Film and Television Magnet students' experiences. Disbursement of funding will be determined by the annual programmatic needs of the magnet, including but not limited to, entertainment industry specific training, equipment, experiential events and field trips, as well as support staffing needs. EIF will provide funding for and/or access to industry events and guest speakers to provide real world exposure, expert modeling of craft, editing and studio operations.

This contract supports several pillars of the Strategic Plan. Academic Excellence (Pillar 1), whereby students will experience high quality immersive, hands-on curriculum that is rigorous and relevant and will prepare them for A-G completion and career readiness. Additionally, EIF will provide access to Social-Emotional Learning (SEL) lessons, soft skill preparedness, and industry specific habits of mind to enhance student sense of self and identity to support excellent attendance and whole child well-being, supporting joy and wellness (Pillar 5). Moreover, the contract will support staff attendance at industry specific professional development, parallel with content and strategies for the delivery of instruction to enhance student experience and increase teacher efficacy (Pillar 5).

**Contract Term:** 05/01/23 through 04/30/28

**Contract Value:** <\$6,000,000>

**Requester:**

Blanca Cruz, Principal  
Edward R. Roybal LC Film and Television Magnet

**Equity Impact:**

Not applicable.

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

**B. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS**

**REVENUE NEW CONTRACTS/ AMENDMENTS/AUTHORIZATION TO INCREASE  
CONTRACT CAPACITY EXCEEDING <\$500,000>**

**Item P**

**OFFICE OF THE BUILDING: FACILITIES SERVICES DIVISION** **<\$520,000>**

<u>CONTRACTOR</u>	<u>IDENTIFICATION</u> <u>NO.</u>	<u>SOURCE OF</u> <u>FUNDS</u>	<u>AMOUNT</u>
<b>Fifth Street Elyad Corp., dba Trimana</b>	4400011329 (RFP 2000002765)	Revenue	<\$520,000>

Authorization to execute formally competed revenue contract, selected from four proposals, to provide food and beverage services in the District's Beaudry Headquarters Building for approximately 3,000 District employees and visitors daily. Revenue generated from this contract assists in offsetting the operating expenses of the building.

This contract relates to the operational effectiveness and investing in staff pillars and priorities of the Strategic Plan. Having access to quick and convenient food services in the Beaudry Building promotes workplace productivity and staff efficiencies.

**Contract Term:** 07/01/23 through 06/30/28

**Contract Value:** <\$520,000>

**Requester:**

Nicole Elam, Director  
Property Management  
Office of the Building  
Facilities Services Division

**Equity Impact:**

Not applicable.

## ATTACHMENT B

**REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY****C. 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 Q****FACILITIES SERVICES DIVISION****\$11,200,000**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Addink Turf Farms, Inc., dba A-G Sod Farms	4400007914 (IFB 2000002870)	General Funds (100%)	\$600,000

Approval of formally competed capacity contract to provide sod, including installation, on an “as needed” basis for various school locations Districtwide.

This contract is needed because the District does not grow and harvest turf sod.

The proposed contract provides sound and safe recreation areas for the Interscholastic Athletic Department and general-purpose areas. Pillars 3 and 4 of the Strategic Plan will be supported by this contract.

**Contract Term:** 05/01/23 through 04/30/26

**Contract Value:** \$600,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

**Equity Impact:**

Not applicable.



## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**C. 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 R****FACILITIES SERVICES DIVISION (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Los Angeles Truck Center; Western Truck Exchange</b>	4500790860 4500790861 (IFB 2000002850)	General Funds (100%)	\$3,000,000

Approval of two formally competed contracts for the purchase of 14 Ford F-650/750 specialty trucks produced in the United States by members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), for the Maintenance and Operations Branch. These specialty trucks are gas and diesel powered; neither hybrid nor electric options are currently available.

The purchase of these specialty trucks is necessary to replace the current aging utilities vehicles, which are on average 24 years old. The existing vehicles are utilized by the Maintenance and Operations Branch on a daily basis to tow, transport and haul paving, landscaping, and roofing materials. These specialty trucks will ensure safe, efficient, and timely maintenance of LAUSD facilities without the concerns of inoperability or mechanical failures resulting in downtime. Without these upgraded specialty trucks, Maintenance and Operations staff may not be able to ensure efficient and timely servicing of LAUSD facilities.

The purchase aligns with the operational effectiveness pillar of the Strategic Plan.

**Contract Term:** One-time purchase

**Aggregate Value For Two (2) Contracts: \$3,000,000**

**Requestor:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

**Equity Impact:**

Not applicable.

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**C. 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 S****FACILITIES SERVICES DIVISION (CONT.)**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>International Environmental Corporation</b>	4400011264 (IFB 2000002800)	General Funds (100%)	\$7,600,000

Approval of formally competed capacity contract to provide tree services Districtwide, including trimming, removal, planting, and assessment.

This contract is needed to supplement the efforts of the Facilities Services Division's Tree Department to maintain the District's 80,000 plus trees in a timely manner to keep sites safe and maintain tree health.

The proposed contract provides sound and safe recreation areas for the Interscholastic Athletic Department and general-purpose areas. Pillars 3 and 4 of the Strategic Plan will be supported by this contract.

**Contract Term:** 05/01/23 through 04/30/28, includes two (2) one-year renewal options

**Aggregate Five-Year Contract Value:** \$7,600,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

**Equity Impact:**

Not applicable.

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

## C. 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 T**

<u>FOOD SERVICES DIVISION</u>			<b>\$1,000,000</b>
<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
The Edible Schoolyard Project, dba	4400011220	California	\$56,700
Alice Waters Institute;	4400011221	Department of	\$99,200
Shared Plate Strategies, LLC;	4400011222	Food and	\$300,000
Common Threads		Agriculture,	
		Office of Farm	
	Various Purchase	to Fork	\$544,100
	Orders for Purchase	(CDFA-F2F)	
	of Food	(100%)	
	(TBD)		

Authorization to negotiate and execute three single-source, named-in-grant, contracts to provide assessment, research and training services related to school food and nutrition, and approval for the purchase of fresh California grown seasonal fruits and vegetables for the District's meal programs. The contractors were selected based on their history and expertise in the field of food and nutrition, and their ability to add value to the grant application.

The Edible Schoolyard Project (dba Alice Waters Institute) will work jointly with Shared Plate Strategies, LLC, and LAUSD to assess LAUSD's current procurement practices, research and analyze California food system channels, and identify procurement practices to create a Farm to School Roadmap & Milestones operational plan with the goal of connecting California farmers to LAUSD and creating long-term partnerships. Common Threads will offer nutrition education through assemblies and taste testing at schools. Common Threads will also be training cafeteria managers in kitchen techniques, including basic knife skills, combination ovens, and scratch cooking using recipes, in order to elevate school meals for students.

Food Services Division received a 2022 California Farm to School Incubator Grant from the California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F).

LAUSD has significant needs and challenges. This grant will help increase access to fresh healthy California foods for students in need with the goal of reducing both food insecurity and obesity rates. This grant will help LAUSD offer students fresh produce to aid in positive student outcomes.

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

The majority of grant funds will go directly to purchasing an enhanced variety of fresh fruits and vegetables offered more frequently at all schools. This, in concurrence with nutritional education, via school assemblies, taste testing, and digital lessons and resources, will support LAUSD's efforts to improve student health and, thus, academic performance and overall achievement. The vendors that will be utilized for the purchase of food will meet or exceed the criteria of the grant. Our goal is to identify new vendors with our collaborators to enable the District to purchase directly from cooperatives and small farmers, improving quality while reducing costs.

The goods and services to be provided by this contract align with Pillar 2 of the Strategic Plan, joy and wellness. Furthermore, the goods and services will promote the whole-child well-being through integrated health, nutrition, and wellness services.

**Contract Term:** 04/23/23 through 03/31/25

**Aggregate Value For Three (3) Contracts: \$455,900**

**Aggregate Value For Purchase Orders: \$544,100**

**Requester:**

Manish Singh, Director  
Food Services Division

**Equity Impact:**

<b>Component</b>	<b>Score</b>	<b>Score Rationale</b>
<b>Recognition</b>	<b>3</b> Affirmatively recognizes historical inequities	Historically, the District's meal offerings have had limited fruit and vegetable options. The goods and services to be provided will enable students with fruits and vegetables preferences get to eat school meals.
<b>Resource Prioritization</b>	<b>3</b> Prioritizes resources based on student need	Aligns school meals to student eating preferences.
<b>Results</b>	<b>3</b> Likely to result in closed opportunity gaps and/or closing achievement gaps	We provide fruits and vegetables options at all schools thereby increasing meal choices.
<b>TOTAL</b>	<b>9</b>	



## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**D. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS**

Authorize the utilization of piggyback contract in effect. The proposed action complies with the Public Contract Code Sections 10299 and 20118, which allows school districts to utilize other governmental agencies' established contracts and does not change District Policies.

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

<u>INFORMATION TECHNOLOGY SERVICES</u>			<b>\$2,550,000</b>
<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>SOURCE OF FUNDS</u>	<u>NOT-TO-EXCEED AMOUNT</u>
<b>Hewlett Packard Enterprises</b>	4400011422 (MHEC-12152020)	General Funds (100%)	\$2,550,000

Authorization to execute a competed piggyback capacity contract through Midwestern Higher Education Compact (MHEC) with Hewlett Packard Enterprises to provide support and maintenance services for the District's Performance Optimized Datacenter (POD).

Without approval, the District's POD could be severely impacted due to failures in the power regulation and supply, heating, ventilation, air conditioning (HVAC), fire suppression, backup power generator systems of the POD. This could result in loss of access to critical District applications such as MISIS, Whole Child, SAP, Parent Portal, Welligent, and the Cafeteria Management System.

The POD is a highly specialized unit and District staff do not have the technical skills or certifications to service its systems nor do they have access to replacement components to provide repairs.

The on-going support and maintenance of the POD includes onsite preventative maintenance and hardware break/fix remedial services covering timely triage, assessment and repair to reduce any impact on critical IT infrastructure that support instructional, business applications, and the District's network thus connecting with Strategic Plan Pillar 4: operational effectiveness.

**Contract Term:** 04/20/23 through 04/19/26, coterminous with exercisable option years of the MHEC piggyback contract, and subject to the exercise thereof.

**Not-to-Exceed Contract Value: \$2,550,000**

**Requester:**

Soheil Katal, Chief Information Officer  
Information Technology Services

**Equity Impact:**

Not applicable.

# TAB 3



## Board of Education Report

[Back to Order of Business](#)

---

File #: Rep-132-22/23, Version: 1

---

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

**April 18, 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; assignment and assumption of rights and delegation of duties - professional services agreement; extra services / amendments for architectural and engineering contracts and approve the proposed contracts listed in Attachment B including approval of technical services task order contracts capacity increase amendment; approval of architectural and engineering contract capacity increase amendment; and approval of installation of electric bus charging stations contract.

#### **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.

---

File #: Rep-132-22/23, Version: 1

---

**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 Contract Actions Awarded Under Delegated Authority

Attachment "B" - Approval of Facilities Contract Actions Not Under Delegated Authority

**Informatives:**

None

**Submitted:**

03/22/23




---

File #: Rep-132-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,

APPROVED BY:

  
ALBERTO M. CARVALHO  
Superintendent

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

REVIEWED BY:

APPROVED BY:


  
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:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

  
JUDITH REECE  
Chief Procurement Officer  
Procurement Services Division

☒ Approved as to budget impact statement

REVIEWED BY:

  
MARK HOVATTER  
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>Best Contracting Services, Inc.</b>	2310006 / 4400011223	<u>Los Angeles Center for Enriched Studies</u> Roofing (PSA) Board Member: <u>Dr. George J. McKenna III</u>	<i>Bond Funds</i> (100%)	\$999,145

Ratification of formally competed contract to remove and replace deteriorated roofing and lunch shelter critical repair.

Provides approximately 20,000 square feet of new roofing at eight (8) buildings including the installation of new gutters and downspouts and painting of affected areas. Also includes addressing water damage at lunch shelter by replacing deteriorated wood beams, attic vents and providing new acoustic ceiling material. ([REP #060-19/20](#) October 1, 2019 Amendment to the Facilities Services Division Strategic Execution Plan to define and approve two projects that address critical school repair needs) These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 03/07/23 through completion

**Contract Value:** \$999,145

**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>Geronimo Concrete, Inc. (SBE)</b>	2310009 / 4400011328	<u>Lowman Special Education &amp; Career Transition Center</u> ADA Barrier Removal Board Member: <u>Kelly Gonez</u>	<i>Bond Funds (100%)</i>	\$1,554,352

Ratification of formally competed best value contract from four (4) bids received to provide Americans with Disabilities Act (ADA) Barrier Removal upgrades.

Upgrades the following facilities to comply with the Americans with Disabilities Act and improve program accessibility: doors/hardware, accessible paths of travel, signs, drinking fountains, sinks/sink cabinets, phone, concrete ramps, accessible furniture, railings, casework/counters, door modifications/auto opener and playground matting/equipment. ([REP #137-18/19](#) November 13, 2018 Amendment to the Facilities Services Division Strategic Execution Plan to define and approve eight accessibility enhancement projects) These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 03/07/23 through completion

**Contract Value:** \$1,554,352

**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 C**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>ISR Painting &amp; Wall Covering (SBE)</b>	2310011 / 4400011195	<u>Franklin HS</u> Exterior Painting Board Member: <u>Dr. Rocío Rivas</u>	<i>Restricted Maintenance Funds (100%)</i>	\$1,495,000

Ratification of formally competed contract from six (6) bids received to provide exterior painting.

Prepare, paint, and refinish the exterior of all buildings and all appurtenances including but not limited to, all walls, retaining walls, block walls, enclosures, storage containers and all previously painted surfaces on the exterior of the site. Pillar 4 is supported by this action.

**Contract Term:** 03/06/23 through completion

**Contract Value:** \$1,495,000

**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>Geronimo Concrete, Inc. (SBE)</b>	2310012 / 4400011154	<u>State Street ES</u> ADA Barrier Removal Board Member: <u>Jackie Goldberg</u>	<i>Bond Funds</i> (100%)	\$2,409,094

Ratification of formally competed best value contract from six (6) bids received to provide Americans with Disabilities Act (ADA) Barrier Removal upgrades.

Upgrades the following facilities to comply with the Americans with Disabilities Act and improve program accessibility: doors/jambs, door hardware, thresholds, accessible paths of travel, signs, restrooms, drinking fountains, sinks/sink cabinets, assistive listening device/intercom/phone, concrete ramps, one metal ramp, accessible furniture, assembly seat, railings, existing elevator modifications, parking area, casework, counters, door modifications/auto openers and stage lift. ([REP #015-19/20](#) September 3, 2019 Amendment to the Facilities Services Division Strategic Execution Plan to define and approve four accessibility enhancement projects) These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 02/22/23 through completion

**Contract Value:** \$2,409,094

**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 E**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Ohno Construction Company, Inc. (SBE)</b>	2310013 / 4400011163	<u>Carson HS</u> Synthetic Turf Replacement Board Member: <u>Tanya Ortiz Franklin</u>	<i>Bond Funds (100%)</i>	\$1,965,000

Ratification of formally competed best value contract from three (3) bids received to provide synthetic turf replacement.

Removes and replaces approximately 80,000 square feet of synthetic turf on the football field. Removes existing synthetic turf, reuse existing drainage pad and aggregate base, fine grade base and install new geo-fabric on top base. Replace sprinkler heads, provide new aggregate in existing drainage, new booster pump for irrigation. ([REP #082-21/22](#) October 12, 2021 Amendment to the Facilities Services Division Strategic Execution Plan to define and approve seven projects to provide critical replacements and upgrades of school building/site systems and components) These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 02/27/23 through completion

**Contract Value:** \$1,965,000

**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>L.A. Electricom, Inc. (SBE)</b>	2310016 / 4400011261	<u>Sun Valley HS (Valley Oaks CES)</u> Transformer Installation Board Member: <u>Kelly Gonez</u>	<i>State Career Tech Education Funds (100%)</i>	\$166,700

Ratification of formally competed contract from two (2) bids received to provide transformer installation.

Provide new transformer to supply needed power for the Clear Vision Studio Audio/Visual project at Valley Oaks Center for Enriched Studies. Includes upgrading three existing classrooms into a recording studio, projection room and media classroom. Also includes ADA accessibility upgrades as necessary, specialized technology, equipment, and furnishings in support of the arts, media, and entertainment instructional programs. ([REP #074-20/21](#) November 10, 2020 Amendment to the Facilities Services Division Strategic Execution Plan to define and approve the career technical education clear vision studio project at Valley Oaks Center for Enriched Studies Magnet) These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 04/14/23 through completion

**Contract Value:** \$166,700

**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>Alternate Power &amp; Construction, Inc., dba Danial's Electric (SBE)</b>	2030012 / 4400008454 (2030012.09)	Districtwide Job Order Contract Amendment	<i>Bond Funds (100%)</i>	\$500,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide general contracting services Districtwide.

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

**Contract term including this amendment:** 05/22/20 through 05/21/23  
Zero (0) option years (OY) remaining

Initial Contract Value:	\$500,000
Amendment No. 1	\$0
	Terms Revised
Amendment No. 2	\$1,000,000
Amendment No. 3	\$0
	Terms Revised
Amendment No. 4	\$0
	Terms Revised
	OY1
Amendment No. 5	\$1,000,000
Amendment No. 6	\$1,000,000
Amendment No. 7	\$1,000,000
	Terms Revised
	OY2
Amendment No. 8	\$500,000
*Amendment No. 9	\$500,000
(Executed Date: 01/26/23)	

**Aggregate Contract Value: \$5,500,000**

**Requester:**

Greg Garcia, Director  
Project Execution  
Facilities Services Division

\* *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>T&amp;M Painting &amp; Construction, Inc. (SBE)</b>	2130004 / 4400008563 (2130004.05)	Districtwide Job Order Contract Amendment	<i>Restricted Maintenance Funds (100%)</i>	\$2,000,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide painting contracting services Districtwide.

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

**Contract term including this amendment:** 07/24/20 through 07/23/23  
Zero (0) option years (OY) remaining

Initial Contract Value:	\$1,000,000
Amendment No. 1	\$1,500,000
Amendment No. 2	\$0
	Terms Revised
	OY1
Amendment No. 3	\$1,500,000
Amendment No. 4	\$0
	Terms Revised
	OY2
*Amendment No. 5	\$2,000,000
(Executed Date: 02/06/23)	

**Aggregate Contract Value: \$6,000,000**

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

\* *Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## JOB ORDER CONTRACT AMENDMENTS

**Item I**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>C&amp;P Construction Development, Inc. (SBE)</b>	2230007 / 4400010337 (2230007.02)	Districtwide Job Order Contract Amendment	<i>Bond Funds (100%)</i>	\$500,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide general contracting services Districtwide.

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

**Contract term including this amendment:** 03/08/22 through 03/06/24  
One (1) option year (OY) remaining

Initial Contract Value:	\$500,000
Amendment No. 1	\$1,000,000
*Amendment No. 2	\$500,000
(Executed Date: 01/20/23)	Terms Revised
	OY1

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

**Requester:**

Greg Garcia, Director  
Project Execution  
Facilities Services Division

\* *Current Ratification*



## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## JOB ORDER CONTRACT AMENDMENTS

**Item J**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Asbestos Instant Response, Inc., dba AIR Demolition and Environmental Solutions (SBE)</b>	2230025 / 4400010616 (2230025.01)	Districtwide Job Order Contract Amendment	<i>Bond Funds (100%)</i>	\$500,000*

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide abatement and demolition contracting services Districtwide.

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

**Contract term including this amendment:** 06/30/22 through 06/29/23  
Two (2) option years (OY) remaining

Initial Contract Value: \$350,000  
\*Amendment No. 1 \$500,000  
(Executed Date: 02/01/23)

**Aggregate Contract Value: \$850,000**

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

\* *Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

**Item K****B. APPROVAL OF CHANGE ORDERS****February 2023 = \$3,648,033**

		<u>QUANTITY</u>	<u>AMOUNT</u>
	i. New Construction contract change orders that do not individually exceed 10 percent for February 2023 (Average Transaction: \$40,623; Median Transaction: \$16,020)	32	\$1,299,939
	ii. New Construction contract credit change orders for February 2023:	2	<\$15,893>
	iii. Existing Facilities contract change orders that do not individually exceed 15 percent for February 2023 (Average Transaction: \$15,424; Median Transaction: \$6,291):	192	\$2,961,313
	iv. Existing Facilities contract credit change orders for February 2023:	15	<\$597,326>
	v. Existing Facilities contract change orders that individually exceed 15 percent (but do not exceed 25 percent) for February 2023, requiring 75 percent approval by the Board:	0	\$0

<b>C.</b>	<b>COMPLETION OF CONTRACTS – February 2023</b>	18	\$11,155,367
-----------	--	----	--------------

<b>D.</b>	<b>AWARD OF INFORMAL CONTRACTS (Not Exceeding \$109,300)</b>		
	A & B Letters for February 2023 (Average Transaction: \$44,635; Median Transaction: \$34,728)	20	\$892,691

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## G. ASSIGNMENT AND ASSUMPTION OF RIGHTS AND DELEGATION OF DUTIES – PROFESSIONAL SERVICES AGREEMENT

**Item L**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>AMOUNT</u>
<b>VPA LA Inland Empire, Inc. dba Valbridge Property Advisors</b>	2190021 / 4400008792	\$0
	2190037 / 4400009155	

Ratification of Assignment and Assumption of Agreement from Cummings Appraisal Group, Inc. dba Valbridge Property Advisors, to provide real estate appraisal and real estate appraisal review services for the District's Facilities Planning & Development group. Currently there is no work remaining in the scope of services.

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

**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** **\$2,187,379**

**Item M**

CONTRACT NOS.	1420029/4400002653; 1620142/4400004780; 1620147/4400004891; 1620147/4400004891; 1720042/4400005892; 1720042/4400005892; 1820010/4400006102; 1820025/4400006191; 1820026/4400006211; 1820028/4400006234; 1820031/4400006280; 1920009/4400007241; 1920019/4400007462; 1920023/4400007774; 2020004/4400007918; 2120140/4400009425; 2220026/4400010182
---------------	--

Extra services are for design work that is not covered under the original Agreement. January Extra Services are listed at the link provided.

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

[BOE 132 Extra Services](#)

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

**A. APPROVAL OF TECHNICAL SERVICES TASK ORDER CONTRACTS                      \$6,000,000  
CAPACITY INCREASE AMENDMENT (PCC 20118.5-.9)**

**Item N**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>
<b>Jack Cardani Construction, Inc. (SBE)</b>	2080012/4400008133
<b>Martinez Landscape Co., Inc. (SBE)</b>	2080013/4400008134
<b>R Brothers, Inc. (SBE)</b>	2080014/4400008135

Authorization to increase capacity for three (3) formally competed task order contracts for concrete repair services District-wide procured via IFB R-19045. The authority to increase or decrease individual amounts for these contracts will be limited to \$3,000,000 each.

([BOE#249-19/20](#) March 10, 2020 Attachment B, Approval of Contracts Not Under Delegated Authority)

Contract Term: 04/01/20 through 12/31/23, includes two (2) one-year renewal options

Original Value: \$3,000,000

\*Additional Requested Value: \$6,000,000

NOT-TO-EXCEED AGGREGATE AMOUNT  
\$9,000,000\* (100% Restricted Maintenance Funds)

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division



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

**B. APPROVAL OF ARCHITECTURAL AND ENGINEERING CONTRACT      \$15,000,000**  
**CAPACITY INCREASE AMENDMENT**

**Item O**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>
<b>CASC Engineering and Consulting, Inc.</b>	2120004/4400008743	<b>P.A. Arca Engineering, Inc.</b>	2120013/4400008752
<b>David Evans and Associates, Inc.</b>	2120005/4400008744	<b>Psomas</b>	2120014/4400008753
<b>J.O. Nelson Consulting Land Surveyors, Inc.</b>	2120008/4400008747	<b>Soloff Surveying &amp; Consulting</b>	2120015/4400008754
<b>JT Engineering</b>	2120009/4400008748	<b>Stantec Consulting Services Inc.</b>	2120016/4400008755
<b>Land Design Consultants, Inc.</b>	2120010/4400008749	<b>The Culver Group</b>	2120017/4400008756
<b>Michael Baker International, Inc., a Pennsylvania Corporation</b>	2120011/4400008750	<b>Uniplan Engineering, Inc.</b>	2120018/4400008757
<b>Mollenhauer Group Civil, Inc.</b>	2120012/4400008751	<b>VCA Engineers, Inc.</b>	2120019/4400008758
		<b>Wagner Engineering &amp; Survey, Inc.</b>	2120020/4400008759

Authorization to increase capacity for fifteen (15) formally competed professional services contracts for land surveying services District-wide procured via RFQ R-20023. The amount awarded per firm will be based upon the needs of the Bond Program. The authority to increase or decrease individual amounts for these contracts will be limited to the aggregate amount of \$25,000,000.

([BOE#056-20/21](#) November 10, 2020, Approval of Architectural and Engineering Contracts)

Contract Term: 11/01/20 through 10/31/23, plus two (2) one-year renewal options

Original Value: \$10,000,000  
 \*Additional Requested Value: \$15,000,000

NOT-TO-EXCEED AGGREGATE AMOUNT  
 \$25,000,000\* (100% Bond Funds)

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

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

**C. APPROVAL OF INSTALLATION OF ELECTRIC BUS CHARGING STATIONS**

**\$2,050,000**

**Item P**

<u>CONTRACTOR</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
<b>Ian Thomas Group (SBE)</b>	2310015	<u>San Julian Bus Garage</u> New Parking Area Electric Bus Charge Stations Board Member: <u>Dr. Rocío Rivas</u>	<i>California Energy Commission Grant (100%)</i>	\$2,050,000

Approval of formally competed contract from three (3) bids received to provide electrical charging stations and new asphalt at the parking lot.

Installation of nine (9) electric bus charging stations to service electric buses. Provide approximately 29,000 square feet of asphalt throughout the parking lot and parking striping. Electrical plans to install new parking light posts, lights on existing fleet garage and related electrical components. These services provide operational effectiveness and modernize infrastructure. Pillar 4 is supported by this action.

**Contract Term:** 04/19/23 through completion

**Contract Value:** \$2,050,000

**Requester:**

India Griffin, Director  
Maintenance & Operations  
Facilities Services Division

# TAB 4



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-006-22/23, Version: 1

**Adoption of a Resolution to Exempt the Proposed Bright Star Schools Rise Kohyang Middle School Project From Local Land Use Regulations Under Government Code Section 53094 (Requires 2/3 Vote)**  
**April 18, 2023**  
**Facilities Services Division**

**Action Proposed:**

Adopt, by a two-thirds vote of its members, the Resolution in Attachment A which makes the necessary findings of fact pursuant to the requirements of Government Code Section 53094, to exempt from the City of Los Angeles (City) zoning ordinances, including City redevelopment plans, the proposed Bright Star Schools (Bright Star) project known as Rise Kohyang Middle School (Rise Kohyang MS) (Project) to be located at the southwest corner of West Olympic Boulevard and Beacon Avenue, commonly known as 1700 West Olympic Boulevard (Project Site).

**Background:**

The Project is funded by State of California Charter School Facilities Program (CSFP) and Los Angeles Unified School District's (Los Angeles Unified) Augmentation Grant. The CSFP funds are comprised of a grant and a loan, subject to final apportionment by the State. In accordance with CSFP, Los Angeles Unified has executed the CSFP Memorandum of Understanding and has issued a 40-year lease to Bright Star (Lease). Since 2020, the Board of Education (Board) has adopted three proposals to support the implementation of the Bright Star Rise Kohyang MS Project. On August 25, 2020, the Board amended the Facilities Services Division (FSD) Strategic Execution Plan (SEP) to approve a \$32,793,996 charter augmentation grant for the Project and authorized staff to negotiate and execute agreements for the financing of the Project, which included taking title of the property, in accordance with the Los Angeles Unified Charter Augmentation Grant Program Guidelines (Guidelines). Subsequently, on February 8, 2022, the Board adopted the Mitigated Negative Declaration (MND) and Mitigated Monitoring and Reporting Plan pursuant to the California Environmental Quality Act and approved the Rise Kohyang MS Project.

In accordance with the Guidelines, Bright Star transferred title to the Project Site to Los Angeles Unified on July 15, 2022. Bright Star obtained Division of the State Architect (DSA) approval of the construction plans for the Project. The proposed Project requires exemption from local zoning ordinances in order to construct the school facilities. The proposed Resolution makes the necessary findings of fact pursuant to the requirements of Government Code Section 53094, to make local city and county zoning ordinances, including city and county redevelopment plans, inapplicable to the Project Site, which is owned by Los Angeles Unified. The Project Site includes one single parcel (Assessor's Parcel Number 5137-017-014) comprised of five smaller lots, two of which have commercial zoning designations, which allow for school use. The remaining three lots are zoned for residential purposes and use for a school would require a Conditional Use Permit. The proposed zoning exemption will allow Bright Star to construct the Project and use the facilities for school use as Rise Kohyang MS (all five lots) and thereby securing a long-term facility for its 6th - 8th middle school.

The Project is being developed by Bright Star and will provide school facilities for approximately 450 students in 6th through 8th grades. The Project Site is located on a 1.01-acre property acquired by Bright Star in November 2020 located at the property commonly known as 1700 West Olympic Boulevard in the Pico-Union neighborhood in the City of Los Angeles. The property consists of a dirt parking lot with several planting areas, enclosed by concrete block walls and fencing.

Bright Star will construct an approximately 69,200 square foot school which consists of a four-story classroom building with 21 classrooms, including a science lab, collaborative spaces, administrative offices, restrooms, support spaces, a lunch and food service area, a multipurpose room, an outdoor basketball court and synthetic turf area for assemblies, physical education, and free play, outdoor learning spaces, and an underground parking lot with 48 parking spaces.

Rise Kohyang MS currently serves 347 students in 6th through 8th grades at its private leased site. The Project, once completed, will provide a long-term location for Rise Kohyang MS for approximately 450 students in 6th through 8th grades, as established under its approved charter petition, and allows Rise Kohyang MS to relocate the students it serves to the newly constructed school facility. Bright Star will waive its rights under Proposition 39 for the term of the Lease.

The Charter Schools Division has determined that Bright Star is in good standing and compliance with the terms of its renewal charter petition for Rise Kohyang MS which was approved by the Board on December 8, 2020 ("Charter Petition") for five years beginning July 1, 2021 until June 30, 2026. With regards to its financial standing, a review of Bright Star's financial audit on Rise Kohyang MS indicates the organization is in overall good financial standing.

The proposed Project is anticipated to start construction during the fourth quarter of 2023 and be completed by the fourth quarter of 2025.

The proposed Project is located within the boundaries of MacArthur Park Community of Schools, Region East and Board District 2 (Rocio Rivas).

**Expected Outcomes:**

Adoption of this Resolution will exempt the proposed Project from applicable City zoning ordinances and redevelopment plans. This will allow Bright Star to construct the proposed Project for school use.

**Board Options and Consequences:**

Adoption of staff's proposal would exempt the proposed Project from applicable City zoning ordinances, thereby allowing Bright Star to construct the facilities for school use.

If the proposal is not adopted, Bright Star will be required to comply with City zoning ordinances and seek a conditional use permit, which would likely impact the proposed Project's schedule and budget, and may jeopardize the proposed Project's feasibility as currently approved by DSA.

**Policy Implications:**

The proposal supports the implementation of the proposed Project, for which the Board has approved and adopted the MND on February 8, 2022 (Board Report Nos. 134-21/22 and 135-21/22), and allocated funding for, under Los Angeles Unified's Charter Augmentation Grant Program on August 25, 2020 (Board Report No. 014-20/21). Moreover, this action helps facilitate the Board-adopted FSD SEP and is consistent with Los Angeles Unified's Charter School Facilities Expansion Program Policy, adopted on July 10, 2007, which



designated program requirements for projects that provide long-term facility solutions as an alternative to the annual Proposition 39 allocation of District facilities (Board Report No. 304-06/07).

#### **Budget Impact:**

This action does not have a budget impact. The Board previously authorized funding in the amount of \$32,793,996 for the proposed Project (Board Report No. 014-20/21), comprised of \$31,093,996 as an augmentation grant to Bright Star for the construction of the Project, with the balance covering Los Angeles Unified's oversight to ensure compliance with Los Angeles Unified's guidelines and approvals, including, but not limited to, DSA inspection during construction, environmental review, design review, and development of necessary agreements and instruments. Funding for the Project will be provided from Bond Program funds earmarked specifically for charter school facilities upgrades and expansions. Bright Star anticipates funding its portion of \$31,093,996 with funds provided through the State CSFP.

#### **Student Impact:**

The proposed Project, once completed, will help ensure that the students attending Rise Kohyang MS are provided with a safe and healthy environment, and up-to-date facilities that promote learning.

#### **Equity Impact:**

Not Applicable.

#### **Issues and Analysis:**

Local cities and counties adopt zoning ordinances and anticipate compliance by proposed new developments within their jurisdiction. Government Code Section 53094 provides that by a two-thirds vote of its members the governing board of a school district may render a city or county zoning ordinance inapplicable for use of property as classroom facilities.

Rise Kohyang MS serves approximately 347 students in a private leased office facility, with a term through the Summer of 2023. Bright Star has indicated their lease will not be extended and are trying to find a new interim facility. In case Bright Star is unsuccessful in locating an interim facility, and as a back-up measure, Bright Star has applied for Los Angeles Unified facilities under Proposition 39 for the 2023-24 school year and may require facilities until the completion of the Project. If the proposal is not approved, Bright Star will need to comply with City zoning ordinances and would seek a conditional use permit. This is anticipated to take an additional one and a half to two years. A schedule delay would likely result in additional costs and further utilization of Los Angeles Unified facilities through Proposition 39.

If the construction bid comes in higher than anticipated, Bright Star may request that Los Angeles Unified fund 50% of the additional cost increase. If so, staff will return to the Board to request authorization for funding the requested increase.

The Resolution has been reviewed by the Office of General Counsel and there are no significant legal issues in adopting this Resolution.

#### **Attachments:**

- Attachment A - Resolution
  - o Previously adopted Board reports referenced in policy implications section:
  - o Adopted August 25, 2020: [Board Report No. 014-20/21](#)  
<https://drive.google.com/file/d/12eu0pi5T45rBbWmjpljSHPXE9tqi7m/view?usp=sharing>

---

File #: Rep-006-22/23, Version: 1

---

- Adopted February 8, 2022: [Board Report Nos 134-21/22](https://drive.google.com/file/d/1ZWtY8aV9qXU2UtKzEOuVL5y8k4Xetw3H/view?usp=sharing)  
<[https://drive.google.com/file/d/1ZWtY8aV9qXU2UtKzEOuVL5y8k4Xetw3H/view?](https://drive.google.com/file/d/1ZWtY8aV9qXU2UtKzEOuVL5y8k4Xetw3H/view?usp=sharing)  
and [135-21/22](https://drive.google.com/file/d/1hRS03ueE61e32ToXJgUKcEXdr8_M7vrx/view?usp=sharing)  
<[https://drive.google.com/file/d/1hRS03ueE61e32ToXJgUKcEXdr8\\_M7vrx/view?usp=sharing](https://drive.google.com/file/d/1hRS03ueE61e32ToXJgUKcEXdr8_M7vrx/view?usp=sharing)>
- Adopted July 7, 2007: [Board Report No. 304-06/07](https://drive.google.com/file/d/1pXjA2pxIjU2gQtA6sdJ6XxPYfNzA0zPO/view?usp=sharing)  
<<https://drive.google.com/file/d/1pXjA2pxIjU2gQtA6sdJ6XxPYfNzA0zPO/view?usp=sharing>>

**Informatives:**

Not Applicable

**Submitted:**

03/08/2023

---


File #: Rep-006-22/23, Version: 1

---

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations

**REVIEWED BY:**

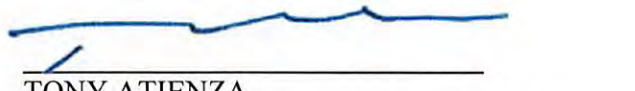
  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

**APPROVED BY:**

  
MARK HOVATTER  
Chief Facilities Executive  
Facilities Services Division

**REVIEWED BY:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**PRESENTED BY:**

  
AARON BRIDGEWATER  
Director of Facilities Planning & Development  
Facilities Services Division

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

**Attachment A**

**A RESOLUTION BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LOS ANGELES UNIFIED) RENDERING CITY OF LOS ANGELES ZONING ORDINANCES, INCLUDING REDEVELOPMENT PLANS, INAPPLICABLE TO THE BRIGHT STAR SCHOOLS' USE OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF WEST OLYMPIC BOULEVARD AND BEACON AVENUE, COMMONLY KNOWN AS 1700 WEST OLYMPIC BOULEVARD IN LOS ANGELES FOR THE RISE KOHYANG MIDDLE SCHOOL PROJECT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53094 AND MAKING FINDINGS OF FACT RELATED THERETO.**

Whereas, Bright Star Schools (Bright Star), the operator of Rise Kohyang Middle School (Rise Kohyang MS), proposes to construct a school facility for approximately 450 students in 6<sup>th</sup> through 8<sup>th</sup> grades (Project) located at 1700 West Olympic Boulevard in Los Angeles (Project Site), within the geographical jurisdiction of the Los Angeles Unified;

Whereas, the Project Site includes one single parcel (Assessor's Parcel Number 5137-017-014) comprised of five smaller lots, two of which have commercial zoning designations, which allow for school use. The remaining three lots are zoned for residential purposes, and use for a school would require a Conditional Use Permit;

Whereas, the Project Site consists of an asphalt and concrete parking lot with several planting areas, enclosed by concrete block walls and fencing;

Whereas, on August 25, 2020, the Board of Education (Board) amended the Facilities Services Division (FSD) Strategic Execution Plan (SEP) to approve a charter augmentation grant for the Rise Kohyang MS Project for up to \$32,793,996 and authorized staff to negotiate and execute agreements for the financing of the Project (Board Report No. 014-20/21), which included taking title of the property per Los Angeles Unified's Charter Augmentation Grant Program Guidelines (Guidelines);

Whereas, On February 8, 2022, the Board adopted the Mitigated Negative Declaration and the Mitigated Monitoring and Reporting Plan pursuant to the California Environmental Quality Act and subsequently approved the Rise Kohyang MS Project (Board Report Nos. 134-21/22 and 135-21/22).

Whereas, the State of California through the California State Allocation Board has provided a preliminary apportionment of capital funding for the design and construction of the Rise Kohyang MS Project through the Charter School Facilities Program and such funding requires Los Angeles Unified hold title to the Project Site in trust for the benefit of the public school system;

Whereas, Bright Star transferred title of the Project Site to Los Angeles Unified on July 15, 2022;

Whereas, pursuant to the Charter Schools Act, Rise Kohyang MS has been chartered by the Los Angeles Unified through 2026, and is currently in good standing;

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

**Attachment A**

Whereas, the demolition of a vacant parking lot and the construction of facilities for charter school operation will provide the surrounding community with the benefit of increased educational options;

Whereas, Bright Star has presented the Rise Kohyang MS Project to the Los Angeles City Council District 1 Office and its Board of Directors and has not received any opposition for the proposed Project;

Whereas, no local jurisdiction with authority over the property has denied the Rise Kohyang MS a variance, conditional use permit, or other permit requiring discretionary action related to the property;

Whereas, Bright Star has complied, and will continue to comply, with all provisions of environmental review as required by Los Angeles Unified policy and applicable State law;

Whereas, no portion of the site may be occupied without a corresponding form of substantial completion, through which process the Division of the State Architect must ensure that the site is safe for school use;

Whereas, Bright Star has agreed and acknowledged in writing that by granting a zoning exemption, Los Angeles Unified does not make any representation or warranty, express or implied, regarding the condition, safety, or fitness of the property for school use or any other use or purpose;

Whereas, Bright Star has agreed to waive its Proposition 39 rights for the period coterminous with their occupancy of the exempted property;

Whereas, pursuant to California Government Code Section 53094, which provides that by a two-thirds vote of its members, the governing board of a school district may render a city or county zoning ordinances, including city redevelopment plans inapplicable for use of property as classroom facilities; now, therefore, be it;

Resolved, that each of the above recitals reflects a finding of fact by the Board which forms a part of this Resolution;

Resolved, that the Board finds that the Los Angeles Unified has complied with Government Code Section 53094 and Public Resources Code Section 21151.2 with respect to the Rise Kohyang MS Project; and be it

Resolved, that the Board hereby invokes its authority under California Government Code Sec. 53094 to exempt the proposed Rise Kohyang MS Project from the City of Los Angeles zoning ordinances, including city redevelopment plans as inapplicable;

Resolved, that the Board finds that Los Angeles Unified has complied with California Government Code Section 53094 with respect to the proposed use of property for school purposes; and be it finally



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

**Attachment A**

Resolved, that the Board specifies that the record of proceedings on which the Board's decision is based includes all documents, records (written, electronic or otherwise), comments (both oral and in writing), and testimony submitted in response to or prepared in connection with the proposed Project, and all actions, proceedings, and other matters relating thereto. The record of proceedings is located at the Los Angeles Unified School District Facilities Services Division, 333 S. Beaudry Avenue, 23<sup>rd</sup> Floor, Los Angeles, California, and the custodian of record of proceedings is the Facilities Services Division.

**PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of April 2023, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Michael McLean**  
**Executive Officer of the Board of Education**

\_\_\_\_\_  
**Date**

# TAB 5



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-208-22/23, Version: 1

**Define and Approve the Pio Pico Middle School Roofing Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein****April 18, 2023****Facilities Services Division****Action Proposed:**

Define and approve the Pio Pico Middle School Roofing Project (Project) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total budget for the Project is \$1,697,449.

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 this 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. This project is to provide approximately 68,495 square feet of new roofing campus wide including the installation of new gutters, downspouts, and painting of affected areas. Construction is anticipated to begin in the third quarter of 2023 and be completed in the first quarter of 2024.

**Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on March 16, 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 the Board of Education will adopt this proposed amendment to the Facilities SEP to define and approve the 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 the 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.

**Budget Impact:**

The Project budget is \$1,697,449 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 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 Project.

**Student Impact:**

Approval of the Project enables the District to continue our ongoing efforts to undertake facilities improvements that help ensure the approximately 210 students attending the school 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:**

Attachment A - BOC Resolution

**Informatives:**

None

**Submitted:**

03/08/2023

---


File #: Rep-208-22/23, Version: 1

---

**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:**

  
MARK HOVATTER  
Chief Facilities Executive  
Facilities Services Division

**REVIEWED BY:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance and Operations

Type text here



## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

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

American Institute of Architects

**Jennifer McDowell, Secretary**

L.A. City Mayor's Office

**Susan Linschoten, 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

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Chris Hannan**

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

**Hyepin Im**

L.A. City Controller'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**Samantha Rowles**

LAUSD Student Parent

**Araceli Sandoval-Gonzalez**

Early Education Coalition

**Dolores Sobalvarro**

AARP

**Celia Ayala (Alternate)**

Early Education Coalition

**Chad Boggio (Alternate)**

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

**Peggy Robertson (Alternate)**

Assoc. General Contractors of CA

**Connie Yee (Alternate)**

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

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

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

Government Financial Strategies Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

## RESOLUTION 2023-06

## BOARD REPORT NO. 208-22/23

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THE PIO PICO MIDDLE  
SCHOOL ROOFING PROJECT AND AMEND THE FACILITIES SERVICES DIVISION  
STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes the Board of Education define and approve the Pio Pico Middle School Roofing Project with a budget of \$1,697,449 (Project), as described in Board Report 208-22/23 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 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, This project is to provide approximately 68,495 square feet of new roofing campus wide including the installation of new gutters, downspouts, and painting of affected areas; and

WHEREAS, Construction is anticipated to begin in the third quarter of 2023 and be completed in the first quarter of 2024; and

WHEREAS, The Project is consistent with the Los Angeles Unified School District's (Los Angeles Unified or District) 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

**RESOLUTION 2023-06****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE THE PIO PICO MIDDLE SCHOOL ROOFING PROJECT AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

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

WHEREAS, The Board of Education's approval of the 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 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 the Pio Pico Middle School Roofing Project with a budget of \$1,697,449, and amend the Facilities SEP to incorporate therein, as described in Board Report 208-22/23, 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 March 16, 2023, by the following vote:

AYES: 10

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 5

/Margaret Fuentes/

Margaret Fuentes  
Chair

/Michael Hamner/

D. Michael Hamner  
Vice-Chair

# TAB 6



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-209-22/23, Version: 1

**Define and Approve Four Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**
**April 18, 2023****Facilities Services Division****Action Proposed:**

Define and approve four Sustainable Environment Enhancement Developments for Schools (SEEDS) projects at Braddock Drive Elementary School, Mayall Academy of Arts & Technology Magnet, Montara Avenue Elementary School, and Walter Reed Middle School, as described on Attachment A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for the four projects is \$500,000.

**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 four schools by the following, Braddock Drive Elementary School (118), Mayall Academy of Arts & Technology Magnet (585), Montara Avenue Elementary School (120), and Walter Reed Middle School (663), and therefore Braddock Drive Elementary School and Montara Avenue Elementary School are 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 March 16, 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 four 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 projects that support educational programs related to nutrition, health, literacy, math, and science. If these 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 unmet school facilities needs 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).

**Budget Impact:**

The combined project budget for the four proposed projects is \$500,000. 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 Braddock Drive Elementary School, Mayall Academy of Arts & Technology Magnet, Montara Avenue Elementary School, and Walter Reed Middle 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 3,100 students. These 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.

**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.



---

File #: Rep-209-22/23, Version: 1

---

Schools ranked in the top 150 on the Greening Index will receive an additional \$50,000 for their SEEDS project. Two of the four projects included in this Board Report qualify 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 on-going maintenance of the proposed outdoor learning space.

**Attachments:**

Attachment A - Four SEEDS Projects

Attachment B - BOC Resolution

Referenced under background: [Los Angeles Unified Greening Index of schools in need of green space](https://drive.google.com/file/d/1XCIKwW3_65OOjjcjY0kNDnikACViXnKA/view?usp=sharing)  
<[https://drive.google.com/file/d/1XCIKwW3\\_65OOjjcjY0kNDnikACViXnKA/view?usp=sharing](https://drive.google.com/file/d/1XCIKwW3_65OOjjcjY0kNDnikACViXnKA/view?usp=sharing)>.

**Informatives:**

None

**Submitted:**

03/08/2023

---


File #: Rep-209-22/23, Version: 1

---


**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent, Business Services & Operations

**REVIEWED BY:**


  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

**APPROVED BY:**

  
MARK HOVATTER  
Chief Facilities Executive  
Facilities Services Division

**REVIEWED BY:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**PRESENTED BY:**

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

# Board of Education Report

## ATTACHMENT A

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

Region	BD	School Name	Partner Organization	Project Description	Project Budget*	Est. Schedule	
						Start	Finish
West	4	Braddock Drive Elementary School	Supporters of Braddock Drive Elementary School	Construct an outdoor learning environment and performance stage of approximately 7,800 square feet. The project includes the removal of asphalt and adding new decomposed granite, a concrete stage and ramp, and native planting areas with shade trees. The school will provide the solar reflective painted path and shrubs.	\$150,000	Q1 2024	Q3 2024
North	3	Mayall Academy of Arts & Technology Magnet	School	Construct an outdoor learning environment and edible garden area of approximately 2,800 square feet. The project includes the removal of existing grass and adding new decomposed granite, raised planter beds, and native planting areas with shade trees. The school will provide the drought tolerant shrubs and edible garden plants.	\$100,000	Q1 2024	Q3 2024
East	5	Montara Avenue Elementary School	School	Construct an outdoor learning environment and habitat area of approximately 2,700 square feet. The project includes the removal of existing asphalt and adding decomposed granite, native planting areas with shade trees, and rock seating areas. The school will provide drought tolerant shrubs.	\$150,000	Q1 2024	Q3 2024
North	3	Walter Reed Middle School	Friends of Reed, Plant Grow Eat	Construct an outdoor learning environment and edible garden area of approximately 3,200 square feet. The project includes the removal of existing grass and adding new decomposed granite, raised planter beds, and planting areas with fruit trees. The school will provide the shrubs and edible garden plants.	\$100,000	Q1 2024	Q3 2024
				<b>Total</b>	<b>\$500,000</b>		

\*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:

Braddock Drive Elementary School Index Rank No. 118

Mayall Academy of Arts & Technology Magnet Index Rank No. 585

Montara Avenue Elementary School Index Rank No. 120

Walter Reed Middle School Index Rank No. 663

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

**Margaret Fuentes, Chair**

LAUSD Student Parent

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

American Institute of Architects

**Jennifer McDowell, Secretary**

L.A. City Mayor's Office

**Susan Linschoten, 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

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Chris Hannan**

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

**Hyepin Im**

L.A. City Controller'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**Samantha Rowles**

LAUSD Student Parent

**Araceli Sandoval-Gonzalez**

Early Education Coalition

**Dolores Sobalvarro**

AARP

**Celia Ayala (Alternate)**

Early Education Coalition

**Chad Boggio (Alternate)**

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

**Peggy Robertson (Alternate)**

Assoc. General Contractors of CA

**Connie Yee (Alternate)**

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

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

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

Government Financial Strategies Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

## RESOLUTION 2023-07

## BOARD REPORT NO. 209-22/23

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE FOUR  
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 four Sustainable Environment Enhancement Developments for Schools (SEEDS) projects at Braddock Drive Elementary School, Mayall Academy of Arts & Technology Magnet, Montara Avenue Elementary School, and Walter Reed Middle School, which have a total combined budget of \$500,000, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein, as defined in Board Report No. 209-22/23; 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; 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

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

learning space, and the projects being recommended were reviewed and are found to be in compliance with the program requirements; and

WHEREAS, the Los Angeles Unified Greening Index ranks Braddock Drive Elementary School (118), Mayall Academy of Arts & Technology Magnet (585), Montara Avenue Elementary School (120), and Walter Reed Middle School (663); and

WHEREAS, Mayall Academy of Arts & Technology Magnet and Walter Reed Middle School will receive \$100,000 for their SEEDS projects, and Braddock Drive Elementary School and Montara Avenue Elementary School will receive \$150,000 for their SEEDS projects. The 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 on-going 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 four SEEDS projects at Braddock Drive Elementary School, Mayall Academy of Arts & Technology Magnet, Montara Avenue Elementary School, and Walter Reed Middle School, with a total combined budget of \$500,000, and amend the Facilities SEP to incorporate therein, as defined in Board Report 209-22/23, 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 March 16, 2023, by the following vote:

AYES: 10

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 5

Margaret Fuentes/

Margaret Fuentes  
Chair

/Michael Hamner/

D. Michael Hamner  
Vice-Chair



# TAB 7



## Board of Education Report

[Back to Order of Business](#)

---

File #: Rep-210-22/23, Version: 1

---

**Define and Approve Eight Board District Priority and Region Priority Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein****April 18, 2023****Facilities Services Division****Action Proposed:**

Define and approve eight Board District Priority (BDP) and Region Priority (RP) projects, as listed on Attachment A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total budget for these projects is \$464,334.

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 March 16, 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 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 Attachment 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.

---

File #: Rep-210-22/23, Version: 1

---

**Budget Impact:**

The total combined budget for the eight projects is \$464,334. One project is funded by Bond Program funds earmarked specifically for RP projects. Seven 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 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 2,880 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:**

Attachment A - Board District Priority and Region Priority Projects

Attachment B - BOC Resolution

**Informatives:**

Not Applicable

**Submitted:**

03/08/2023

---


File #: Rep-210-22/23, Version: 1

---

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED BY:**

  
PEDRO SALCIDO  
Deputy Superintendent, Business Services and Operations

**REVIEWED BY:**

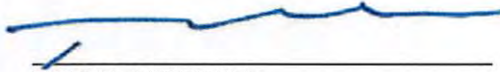
  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

**APPROVED BY:**

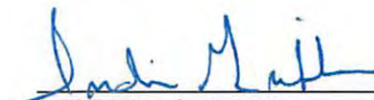
  
MARK HOVATTER  
Chief Facilities Executive  
Facilities Services Division

**REVIEWED BY:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**PRESENTED BY:**

  
INDIA R. GRIFFIN  
Director of Facilities Maintenance and Operations

# ATTACHMENT A

## BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS

Item	Board District	Region	School	Project Description	Managed Program	Project Budget	Anticipated Construction Start	Anticipated Construction Completion
1	3	N	Stoney Point Continuation HS	Install chain link fence	BDP	\$ 30,075	Q3-2023	Q4-2023
2	3	N	Winnetka ES	Provide lunch tables and chairs	BDP	\$ 31,615	Q4-2023	Q1-2024
3	4	W	Braddock ES	Provide irrigation and wells for new trees	BDP	\$ 100,000	Q1-2024	Q3-2024
4	6	N	Toluca Lake ES	Install new electronic, free-standing marquee	RP <sup>1</sup>	\$ 31,000	Q4-2023	Q2-2024
5	7	S	66th St. EEC	Install new play matting	BDP <sup>2</sup>	\$ 67,398	Q2-2023	Q3-2023
6	7	S	Halldale ES	Provide exterior lunch tables and benches	BDP <sup>3</sup>	\$ 88,146	Q3-2023	Q4-2023
7	7	S	Moore Math/Science/Technology Academy	Install new chain link privacy fence	BDP <sup>4</sup>	\$ 38,492	Q3-2023	Q4-2023
8	7	S	Ritter ES	Install new electronic, free-standing marquee	BDP <sup>5</sup>	\$ 77,608	Q3-2023	Q4-2023
<b>TOTAL</b>						<b>\$ 464,334</b>		

<sup>1</sup>(Toluca Lake ES) Although this is a Region North (RN) RP project, Board District 6 (BD6) will contribute \$15,500 towards this budget. The amount will be transferred from BD6's spending target to the RN spending target. Additionally, the school will contribute \$40,000 towards the budget, which is not part of the budget presented here. This approval is for the bond-funded portion only.

<sup>2</sup>(66th St. EEC) Although this is a Board District 7 (BD7) BDP project, Region South (RS) will contribute \$33,700 towards this budget. The amount will be transferred from RS' spending target to the BD7 spending target.

<sup>3</sup>(Halldale ES) Although this is a Board District 7 (BD7) BDP project, Region South (RS) will contribute \$44,000 towards this budget. The amount will be transferred from RS' spending target to the BD7 spending target.

<sup>4</sup>(Moore M/S/T Academy) Although this is a Board District 7 (BD7) BDP project, Region South (RS) will contribute \$19,200 towards this budget. The amount will be transferred from RS' spending target to the BD7 spending target.

<sup>5</sup>(Ritter ES) Although this is a Board District 7 (BD7) BDP project, Region South (RS) will contribute \$38,800 towards this budget. The amount will be transferred from RS' spending target to the BD7 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, Vice-Chair**

American Institute of Architects

**Jennifer McDowell, Secretary**

L.A. City Mayor's Office

**Susan Linschoten, 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

**Jeffrey Fischbach**

CA Tax Reform Assn.

**Chris Hannan**

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

**Hyepin Im**

L.A. City Controller'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**Samantha Rowles**

LAUSD Student Parent

**Araceli Sandoval-Gonzalez**

Early Education Coalition

**Dolores Sobalvarro**

AARP

**Celia Ayala (Alternate)**

Early Education Coalition

**Chad Boggio (Alternate)**

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

**Peggy Robertson (Alternate)**

Assoc. General Contractors of CA

**Connie Yee (Alternate)**

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

**Joseph P. Buchman – Legal Counsel**

Burke, Williams &amp; Sorensen, LLP

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

Government Financial Strategies Joint

Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

## RESOLUTION 2023-08

## BOARD REPORT NO. 210-22/23

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE EIGHT  
BOARD DISTRICT PRIORITY AND REGION PRIORITY 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 eight Board District Priority and Region Priority Projects (as listed on Attachment A of Board Report No. 210-22/23), 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 projects is \$464,334; 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 that 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 eight projects will come from Board District Priority Funds and Region Priority Funds; 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.

**RESOLUTION 2023-08****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE EIGHT 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 that the Board of Education define and approve eight Board District Priority and Region Priority Projects, with a combined budget of \$464,334, and amend the Facilities SEP to incorporate therein, as described in Board Report No. 210-22/23, 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 March 16, 2023, by the following vote:

AYES: 10

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 5

*Margaret Fuentes/*

Margaret Fuentes  
Chair

*/Michael Hamner/*

D. Michael Hamner  
Vice-Chair

# TAB 8



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-216-22/23, Version: 1

**Approval of Routine Personnel Actions****April 18, 2023****Human Resources Division****Action Proposed:**

Approve 11,959 routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and contracts) according to the following breakdown:

Classified: 4,295  
 Certificated: 1,740  
 Unclassified: 5,924

It is proposed that the following routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and contracts) be approved.

SAP transaction numbers: 3318276 to 3503794

**ROUTINE PERSONNEL ACTIONS**

	Total (this report) (02/03/2023 to 03/16/2023)	Total (Year-to-date)
1. Classified	4,295	30,243
2. Certificated	1,740	30,403
3. Unclassified	<u>5,924</u>	<u>10,898</u>
<b>TOTAL</b>	<b>11,959</b>	<b>71,544</b>

**BREAKDOWN OF ACTIONS:**

Actions	Classified	Certificated	Unclassified	Total
Hires	595	332	365	1,292
Leaves/Paid	311	170	0	481
Leaves/Unpaid	17	45	0	62
Reassignments/Demotions	14	0	0	14
Reassignments/Promotions	251	106	0	357
Reassignments/Transfers	192	280	44	516
Retirements	43	29	0	72

Actions	Classified	Certificated	Unclassified	Total
Separations/Non-Resignations	377	136	5,411	5,924
Separations/Resignations	208	90	44	342
Other Actions*	2,287	552	60	2,899

\*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.

**Attachments:**

Attachment A: Administrative Regulations 4214

Attachment B: Number of Routine Personnel Actions

Attachment C: Routine Personnel Actions



---

File #: Rep-216-22/23, Version: 1

---

**Informatives:**

Not applicable

**Submitted:**

03/22/23

---


File #: Rep-216-22/23, Version: 1

---

**RESPECTFULLY SUBMITTED,**

  
ALBERTO M. CARVALHO  
Superintendent

**APPROVED & PRESENTED BY:**

  
ILEANA M. DÁVALOS  
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:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

**CERTIFIED BY:**

  
KARLA GOULD  
Personnel Director  
Personnel Commission

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

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Personnel Commission

ATTACHMENT B

**NUMBER OF ROUTINE PERSONNEL ACTIONS**

This attachment addresses the total number of classified personnel actions (4,295) on the Board of Education Routine Personnel Actions Report for the April 18, 2023 meeting.

The following table represents a breakdown of the new hire, reassignment, and rehire actions for the April 18, 2023 board report for the period of February 3, 2023 to March 16, 2023.

**Hire Data:**

As presented in the attached table, the total number of classified hire and reassignment actions for the period of February 3, 2023 to March 16, 2023, is 1,807 of which 1,326 (73%) are rehires or reassignments, and 481 (27%) are new hires. With the exception of 273 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: Administrative Analyst (2), Administrative Staff Aide (2), Associate Project Engineer I (3), Building and Grounds Worker (8), Bus Park Attendant (3), Campus Aide (Restricted), Carpenter (4), Class "A" Commercial Truck Driver, , Counselor Aide, Data Analyst, Electrician (3), Food Service Worker (8), Furniture and Interior Design Director, Gardener, Health Office Clerk, Heating and Air Conditioning Fitter, Heavy Duty Bus-Truck Mechanic, Instructional Aide-Computer Lab (2), IT Support Technician (5), Landscape Architectural Associate, Library Aide (7), Licensed Vocational Nurse (8), Light Bus Driver (3), Maintenance Worker, Office Technician (12), Painter, Pupil Services and Attendance Aide (2), School Facilities Attendant (Restricted), Senior Office Technician (5), Speech Language Pathology Assistant, Staff Assistant to Board Members IV

The following regular/permanent positions have been filled by promotional employees:

Absence Coordinator, Accountant, Accounting Analyst (2), Administrative Analyst (5), Administrative Assistant, Administrative Secretary I, Administrative Services Manager, Administrative Staff Aide (2), Area Bus Supervisor, Area Operations Supervisor, Assistant Administrative Analyst , Assistant Area Bus Supervisor (5), Assistant Contract Administration Analyst, Assistant Plant Manager I (10), Assistant Plant Manager II, Associate Project Engineer I (2), Branch Human Resources Manager, Building and Grounds Worker (2), Campus Aide (Restricted), Carpenter (8), Central Shops Supervisor, Class "A" Commercial Truck Driver, Classified Training Representative, Complex Project Manager (7), Coordinating Contract Assistant, Director of Benefits Administration, Early Education Center Office Manager, Employment Services Manager, Facilities Access Compliance Specialist, Financial Manager (2), Food Service Manager I (8), Food Service Manager II (4), Food Service Manager V, Food Services Staff Aide, Health Care Assistant (3), Health Operations Administrator, Heating and Air Conditioning Fitter, Human Resources Representative, Human Resources Specialist II, Information Technology Support Assistant , Instructional Aide-Computer Lab, Inventory Control Clerk, Investigative Assistant, IT Business Efficiency Analyst (2), IT Customer Support Supervisor, IT Solution Technician, IT Support Technician (5), IT Support Technician II (3), IT Technical Systems Specialist, IT Trainer II (3), Library Aide (3),

Maintenance Worker (7), Office Technician (12), Operating Systems Administrator, Painter (2), Parent Resource Liaison, Plant Manager I (8), Plant Manager II (5), Plant Manager III, Plant Manager IV, Pupil Services and Attendance Aide, School Administrative Assistant (8), School Occupational Therapy Assistant, School Systems Manager, Secretary & (Restricted) (2), Senior Administrative Analyst, Senior Assignment Technician, Senior Carpenter (3), Senior Classified Training Representative, Senior Facilities Development Manager, Senior Financial Manager (2), Senior Fiscal Specialist, Senior Food Service Worker (10), Senior Grant and Funding Specialist, Senior Insurance Technician, Senior Office Technician (25), Senior Paralegal, Senior Payroll Specialist (CPOS), Senior Roofer, Sergeant, Special Education Assistant (28), Special Education Fiscal Analyst, Speech Language Pathology Assistant, Student and Family Resources Navigator , Supervising Building/Construction Inspector, Supervising Facilities Cost Analyst (3), Supervising Special Education Assistant.



Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg/ Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
<b>NEW HIRE</b>								
Administrative Analyst		2						2
Administrative Intern I					2			2
Administrative Staff Aide		2						2
Assignment Technician					2			2
Associate Project Engineer I		3						3
Athletics Assistant					27			27
Building and Grounds Worker		8			2			10
Bus Park Attendant		3						3
Campus Aide (Female/Restricted)			1					1
Campus Aide (Male/Restricted)			4					4
Campus Aide (Restricted)		1	40					41
Carpenter		4						4
Class "A" Commercial Truck Driver		1			1			2
Community Representative A and (Restricted)			3					3
Community Representative C and (Restricted)			17			2		19
Counselor Aide		1						1
Data Analyst		1						1
Early Education Center Aide I & (Restricted)					22			22
Education Aide III & (Restricted)			8					8
Education Aide III (Spanish Language/Restricted)			2					2
Electrician		3						3
Employment Test and Training Proctor					1			1
Financial Manager							1	1
Food Service Worker		8			63			71
Furniture and Interior Design Director		1						1
Gardener		1						1
Health Office Clerk		1						1
Heating and Air Conditioning Fitter		1						1
Heavy Duty Bus-Truck Mechanic		1						1
Human Resources Specialist I					2			2
Instructional Aide (Literacy) & (Restricted)			3					3
Instructional Aide (Math) & (Restricted)			1					1
Instructional Aide (Transitional Kindergarten) & (Restricted)			26					26
Instructional Aide I & (Restricted)			27					27
Instructional Aide-Computer Lab		2						2
IT Support Technician		5						5

Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg/ Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Landscape Architectural Associate		1						1
Library Aide		7	1					8
Licensed Vocational Nurse		8						8
Light Bus Driver		3						3
Maintenance Worker		1						1
Office Technician		12			3			15
Painter		1						1
Payroll Specialist I					1			1
Plumber					1			1
Pupil Services and Attendance Aide		2						2
School Climate Advocate & (Restricted)			3					3
School Facilities Attendant (Restricted)		1			1			2
School Supervision Aide and (Restricted)			65	1		5		71
Senior Office Technician		5						5
Special Education Assistant					34			34
Special Education Trainee					10			10
Speech Language Pathology Assistant		1						1
Staff Assistant to Board Members IV		1						1
Stock Clerk (Music)					1			1
Stock Worker					6			6
<b>New Hire Total</b>		<b>92</b>	<b>201</b>	<b>1</b>	<b>179</b>	<b>7</b>	<b>1</b>	<b>481</b>
REASSIGNMENT								
.NET Developer		2						2
Absence Coordinator		1						1
Accountant		1						1
Accounting Analyst		3					1	4
Accounting Technician II	1	5						6
Administrative Analyst		8						8
Administrative Assistant		3						3
Administrative Secretary I		2						2
Administrative Secretary I (CPOS)							1	1
Administrative Services Manager		1						1
Administrative Staff Aide		3						3
Area Bus Supervisor		1					2	3
Area Carpentry Supervisor	1							1
Area Heating and Air Conditioning Spv	2							2
Area Operations Supervisor		2						2
Assignment Technician		2		2	2			6
Assistant Administrative Analyst		2						2
Assistant Area Bus Supervisor		5					3	8
Assistant Contract Administration Analyst		1						1
Assistant Plant Manager I	2	12						14

Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg/ Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Assistant Plant Manager II		1						1
Associate Computer Applications Specialist	1							1
Associate Computer Applications Specialist (SAP)		1						1
Associate Financial Analyst	1	1						2
Associate Project Engineer I		2						2
Associate Project Engineer II	1							1
Athletics Assistant					4			4
Branch Human Resources Manager		1						1
Building and Grounds Worker		19						19
Campus Aide (Female/Restricted)			1					1
Campus Aide (Male/Restricted)			3					3
Campus Aide (Restricted)		10	20				5	35
Carpenter		9					1	10
Central Shops Supervisor		2						2
Class "A" Commercial Truck Driver		1						1
Classified Training Representative		1						1
Communication Support Assistant					1			1
Community Representative A and (Restricted)			1					1
Community Representative C and (Restricted)		2	6					8
Complex Project Manager		8						8
Computer Applications Specialist		1						1
Contract Administration Analyst							1	1
Coordinating Contract Assistant		1						1
Database Administrator	1							1
Director of Benefits Administration		1						1
Early Education Center Aide (Spanish Language/Restricted)			1					1
Early Education Center Aide I & (Restricted)		11	30		13			54
Early Education Center Attendant		3			1			4
Early Education Center Office Manager		1					1	2
Education Aide III & (Restricted)			5					5
Education Aide III (AVID)			1					1
Educational Resource Aide (Restricted)			1				2	3
Electrician		1						1
Employment Services Manager		1						1
Enterprise Server Analyst							1	1
Facilities Access Compliance Specialist		1						1
Financial Aide	1							1

Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg/ Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
Financial Analyst		2						2
Financial Manager		2						2
Fiscal Services Manager		2						2
Food Service Equipment Specialist							1	1
Food Service Manager I	12	8					2	22
Food Service Manager II	4	5						9
Food Service Manager V	4	2					1	7
Food Service Worker		78			13		1	92
Food Service Worker II (Driving)	2							2
Food Services Staff Aide		1						1
Gardener		8						8
Health Care Advocate (Spanish)	1	2						3
Health Care Assistant	1	13					3	17
Health Operations Administrator		1						1
Heating and Air Conditioning Fitter		4						4
Heavy Bus Driver		2						2
Human Resources Representative		1						1
Human Resources Specialist I	1							1
Human Resources Specialist II		2						2
Human Resources Specialist III	1							1
Information Systems Security Assistant	1							1
Information Technology Support Assistant		3						3
Instructional Aide (Literacy) & (Restricted)		2	9				3	14
Instructional Aide (Transitional Kindergarten) & (Restricted)			45					45
Instructional Aide for Students Who Are Deaf and Hard-of-Hearing-Signing		1						1
Instructional Aide I & (Restricted)			4				1	5
Instructional Aide-Computer Lab		5			1			6
Insurance Technician		1						1
Inventory Control Clerk		1						1
Investigative Assistant		1						1
IT Business Efficiency Analyst	1	5						6
IT Customer Support Representative		1						1
IT Customer Support Supervisor		2						2
IT Solution Technician	3	2						5
IT Support Technician		10						10
IT Support Technician II		3						3
IT Technical Systems Specialist		1						1
IT Trainee	1							1
IT Trainer II		3						3
Library Aide		11						11

<b>Hire Data of All Classified Employees</b>								
<b>From February 3, 2022 to March 16, 2023</b>								
<b>By New Hire, Reassignment, and Rehire</b>								
<b>Classification</b>	<b>Prov</b>	<b>Reg/ Perm</b>	<b>Restr</b>	<b>Return Retiree</b>	<b>Subs</b>	<b>Temp 1GXX</b>	<b>Temp</b>	<b>Grand Total</b>
Library Media Clerk	1							1
Light Bus Driver		5						5
Local Control Accountability Plan Administrator	1	1						2
Local District Support Coordinator	1							1
Maintenance Worker		13						13
Marketing Representative		1						1
Masterplan Coordinator	1							1
Migrant Program Technician							1	1
Office Technician		53			5		13	71
Operating Systems Administrator		1						1
Out-of-School Program Coordinator		1						1
Painter		2						2
Parent Education Support Assistant (Spanish Language)		1						1
Parent Resource Assistant (Spanish Language) and Restricted	1							1
Parent Resource Liaison		1						1
Payroll Specialist I	1						1	2
Payroll Specialist II							1	1
Payroll Specialist III	1							1
Plant Manager I		12					3	15
Plant Manager II		7					1	8
Plant Manager III	1	1						2
Plant Manager IV		1						1
Plasterer and Concrete Finisher	1	1						2
Plumber		1						1
Principal Administrative Analyst							1	1
Principal Realty Agent	1							1
Program and Policy Development Advisor, Innovation and Improvement Sciences	1							1
Pupil Services and Attendance Aide		2						2
Roofing Supervisor	1							1
School Administrative Assistant	4	17		1			8	30
School Climate Advocate & (Restricted)		2	9				3	14
School Facilities Attendant (Restricted)		2						2
School Occupational Therapy Assistant		2						2
School Supervision Aide and (Restricted)		3	13			2	5	23
School Systems Manager		1						1
Secretary & (Restricted)		3						3
Senior Administrative Analyst		1						1
Senior Assignment Technician		2						2
Senior Carpenter		4						4



Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Senior Classified Training Representative		1						1
Senior Electrician	1							1
Senior Facilities Development Manager		1						1
Senior Financial Manager		2						2
Senior Fiscal Specialist		1						1
Senior Food Service Worker	4	41						45
Senior Grant and Funding Specialist		1						1
Senior Human Resources Representative	1							1
Senior Human Resources Specialist	1							1
Senior Insurance Technician		1					1	2
Senior IT LAN Technician	1							1
Senior IT Operations Manager	2							2
Senior IT Support Technician		2						2
Senior Office Technician		43					19	62
Senior Paralegal		1						1
Senior Payroll Specialist (CPOS)		1						1
Senior Plumber	3							3
Senior Procurement Customer Services Supervisor	1							1
Senior Roofer		1						1
Senior Selection Technician	1							1
Senior Technical Project Manager	1							1
Sergeant		1						1
Special Assistant to the Chief Academic Officer	1							1
Special Education Assistant		136			78		21	235
Special Education Fiscal Analyst		1						1
Special Education Trainee					31		5	36
Speech Language Pathology Assistant		3					2	5
Stock Clerk (Computer Repair)		1						1
Student and Family Resources Navigator		2						2
Student Integration Helper & (Restricted)			1					1
Supervising Accounting Technician		1						1
Supervising Building/Construction Inspector		1						1
Supervising Clerk							1	1
Supervising Facilities Cost Analyst		3						3
Supervising Personnel Clerk		1						1
Supervising Special Education Assistant		4					1	5
Transportation Cost Analyst		3						3
Volunteer Program Assistant							1	1
WAN Specialist I							1	1
WAN Specialist II		1						1
Welder		1						1
<b>Reassignment Total</b>	<b>43</b>	<b>513</b>	<b>136</b>	<b>10</b>	<b>115</b>	<b>5</b>	<b>79</b>	<b>901</b>

Hire Data of All Classified Employees								
From February 3, 2022 to March 16, 2023								
By New Hire, Reassignment, and Rehire								
Classification	Prov	Reg/ Perm	Restr	Return Retiree	Subs	Temp 1GXX	Temp	Grand Total
<b>REHIRE</b>								
Accounting Technician II					1			1
Administrative Staff Aide		1						1
Athletics Assistant					5			5
Campus Aide (Restricted)			6					6
Community Representative C and (Restricted)			5					5
Counselor Aide		1						1
Early Education Center Aide I & (Restricted)					16			16
Early Education Center Attendant					1			1
Education Aide III & (Restricted)			1					1
Education Aide III (AVID)			1					1
Educational Resource Aide (Restricted)			1					1
Electrician		1						1
Food Service Worker					7			7
Instructional Aide (Literacy) & (Restricted)			3					3
Instructional Aide (Transitional Kindergarten) & (Restricted)			4					4
Instructional Aide I & (Restricted)			4					4
Instructional Aide-Computer Lab		1						1
IT Electronics Communications Technician		1						1
IT Intern I					1			1
IT Support Technician		3						3
Library Aide		3						3
Licensed Vocational Nurse		1						1
Office Technician		5			1			6
School Climate Advocate & (Restricted)			1					1
School Facilities Attendant (Restricted)		1						1
School Supervision Aide and (Restricted)		1	8			2		11
Senior Office Technician		1						1
Special Education Assistant		1			12			13
Special Education Trainee					7			7
Stock Clerk		1						1
Stock Worker					2			2
Student and Family Resources Navigator		2						2
<b>Rehire Total</b>		<b>24</b>	<b>34</b>		<b>53</b>	<b>2</b>		<b>113</b>
<b>Grand Total</b>	<b>76</b>	<b>830</b>	<b>385</b>	<b>4</b>	<b>381</b>	<b>11</b>	<b>120</b>	<b>1,807</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 332 certificated new hires during the time period covered by this report and a summary list of hires appears below. The 332 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, Acad Instr	1
Adult Education Teacher, P-P CT	2
Adult Education Teacher, Day-to-Day Substitute	2
Assistant Principal, EIS	1
Counselor, Pupil Services & Attendance	6
Counselor, School	7
Early Childhood Teacher	4
Early Ed Teacher, Day-to-Day Substitute	2
Elementary Teacher	22
Elementary Teacher, Day-to-Day Substitute	94
K-12 Adaptive PE Teacher	1
Marine Corps JROTC Instructor	1
Non Classroom Prep Assignment	1
Occupational Therapist	4
Psychiatric Social Worker	1
ROC/ROP Teacher	5
RSP Teacher	4
School Nurse	14
School Rec Therapist Specialist	1
Secondary Teacher	23
Secondary Teacher, Day-to-Day Substitute	15
Special Education Teacher	3
Special Education Teacher, Moderate	2
Speech & Language Pathologist	3
Teacher Assistant-Degree Track	113

# TAB 9





## Board of Education Report

[Back to Order of Business](#)

File #: Rep-217-22/23, Version: 1

**Provisional Internship Permits****April 18, 2023****Human Resources Division****Action Proposed:**

Approve request for 17 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 teachers and general education teachers in high needs subject areas 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.

---

File #: Rep-217-22/23, Version: 1

---

**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 Human Resources Division is to insure that there is an appropriately authorized teacher in every classroom. In areas of high need such as special education, 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 - Teachers with Provisional Intern Permits

**Informatives:**

Not applicable

**Submitted:**

03/22/23

---


File #: Rep-217-22/23, Version: 1

---

**RESPECTFULLY SUBMITTED,**

**APPROVED & PRESENTED BY:**


  
ALBERTO M. CARVALHO  
Superintendent

  
ILEANA M. DÁVALOS  
Chief Human Resources Officer  
Human Resources Division

**REVIEWED BY:**


**APPROVED & PRESENTED BY:**

  
DEVORA NAVERA REED  
General Counsel

  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations

☒ Approved as to form.

**REVIEWED BY:**

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

Teachers with Provisional  
Intern Permits

Attachment A

No.	Name	School	Region	BD	Subject	Effective
1	Maxie Beaglehole Goldberg	Marlton School	W	1	Deaf and Hard of Hearing	3/10/2023
2	Anita Shontel Sawyer	Cimarron Avenue EL	W	1	Multiple Subject	2/15/2023
3	Jane Elizabeth Reyes	Tech/Eng/Comm/Hum Magnet	W	1	Multiple Subject	2/16/2023
4	Deonte Baker	Horace Mann UCLA Community School	W	1	Multiple Subject	3/7/2023
5	Jocelyne Reyes	Medical and Health Science Magnet	E	2	Multiple Subject	3/2/2023
6	Amanda Durazo	Richard Riordan Primary Center	E	2	Mild/Moderate Support Needs and Extensive Support Needs	2/22/2023
7	Brendan Duke Kenn	Van Nuys SH	N	3	Chemistry	3/9/2023
8	Jessica Silva	John F Kennedy SH	N	3	Mild/Moderate Support Needs and Extensive Support Needs	2/6/2023
9	Chase Jordan Prew	Valley Acad of Arts and Sciences	N	3	Mild/Moderate Support Needs and Extensive Support Needs	2/10/2023
10	Gilberto Wilson Gutierrez	North Hollywood SH LA Zoo/Biological Science Magnet	N	3	Social Science	2/16/2023
11	Viviana Rojas	Woodlawn Avenue EL	E	5	Multiple Subject	2/14/2023
12	Bryant Keith Rogers	Sally Ride EL: A Smart Acad	E	5	Multiple Subject	2/17/2023
13	Matthew Swinton	Thomas Jefferson SH	E	5	Mathematics	3/8/2023
14	Guido Alonso Gomez	Joseph Le Conte MS	W	5	Mild/Moderate Support Needs and Extensive Support Needs	2/7/2023
15	Sandra Regina Marquez	Holmes Avenue El	E	5	Mild/Moderate Support Needs and Extensive Support Needs	3/6/2023
16	Carlos Jose Martinez Galdamez	James Monroe SH	N	6	Mathematics	2/1/2023
17	Richie Ramirez	David Starr Jordan SH	S	7	Mild/Moderate Support Needs and Extensive Support Needs	2/21/2023

# TAB 10



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-218-22/23, Version: 1

**Resolution of Declaration of Need for Fully Qualified Educators****April 18, 2023****Human Resources Division****Action Proposed:**

Declare the potential number, type, and subject of emergency permits that may be needed for the ensuing school year and to specify the target languages for emergency bilingual authorizations needed to serve the dual language programs in the District (Attachment A). Below is a list of the estimated number of permits being requested under this Declaration of Need:

Document Type	Number Requested
Emergency CLAD Permit	400
Emergency Bilingual Authorization Permit	75
Emergency Resource Permit	5
Emergency Teacher Librarian Services Permit	60
Multiple Subject Limited Assignment Permit	10
Single Subject Limited Assignment Permit	140
Special Education Limited Assignment Permit	120

It is requested that the Declaration of Need be approved at the April 18, 2023, meeting of the Board of Education declaring a need for fully qualified teachers and the continued use of emergency permits in the situations described herein.

**Background:**

Senate Bill 435 (Watson), enacted in January 1988 requires school districts that utilize emergency permits to seek the approval of the governing board annually at a public meeting. In November 1993, Senate Bill 148 (Bergeson) and the resulting Title 5 regulations established an additional requirement to this process. School districts are required to annually submit to the Commission on Teacher Credentialing (CTC) a Declaration of Need for Fully Qualified Educators that has been adopted by the local Board of Education. It is important to note that the emergency permits covered by this Declaration of Need are requested as add on authorizations for fully credentialed teachers. This Declaration does not support the hiring of non-credentialed teachers.

For approximately the past 18 years, a major emphasis has been placed on ensuring that all teachers are appropriately certified to teach English learners (ELs). The progress of this endeavor is exemplified by the drastic reduction in teachers with no EL authorization from over 7,000 in 2005 to approximately 24 K-12 teachers as of March 2023. There are currently 408 teachers with emergency Cross-cultural, Language and Academic Development (CLAD) certificates or emergency Bilingual Cross-cultural, Language and Academic Development (BCLAD) certificates. These teachers are enrolled in classes or taking the appropriate examinations to earn the full EL authorization. The District continues to dismiss teachers who do not take the necessary steps to obtain the EL authorization. Meanwhile, the District continues to support teachers who are



in the process of completing coursework or preparing for the exam. The Emergency CLAD and BCLAD permits are the means provided to temporarily certify teachers who are progressing toward full certification.

Additionally, a limited number of emergency permits are used to certify credentialed special education teachers as resource specialists, and credentialed general education teachers as teacher librarians, while they complete the necessary coursework toward additional certification. To date, we have 0 resource specialist permits and 45 teacher librarian emergency permits issued by LAUSD.

Limited Assignment Permits are requested by school site administrators to authorize credentialed teachers to teach subjects outside of their certification area. Examples of such practice can occur at schools where teachers with practical experience and expertise often teach electives that are related to the school's theme or in elementary and secondary dual language programs. In addition, these permits are also utilized to assist in meeting our special education teacher need. A teacher who is currently credentialed to teach students with Mild/Moderate eligibilities can, through the use of such a permit, earn a legally authorizing document to also serve students with Moderate/Severe eligibilities. The teacher shortage in high need general education academic areas has also resulted in the need to utilize these permits, as credentialed teachers pursue coursework or passage of exams to add subject areas to their existing credential(s). Such permits are closely monitored and are only issued at the request of the school principal and with the consent of the affected teacher. To date, 256 Limited Assignment Permits have been issued. The Limited Assignment Permit requires that the teacher pursue coursework or pass exams in the subject area of the permit in order to qualify for a renewal. The end result is that the teacher will pass the needed coursework and/or exams to add the authorization to their credential.

**Expected Outcomes:**

Certificated staff serving under one of the legal authorizations referenced in this Declaration of Need will be provided with guidance on how to earn the full authorization so that it can be added to their credential document. This will result in a stronger teaching force and a richer instructional program for our students.

**Board Options and Consequences:**

Education Code 44300(a)(3) sets forth the requirements for the Declaration of Need and requires the annual justification to be made in the form of a motion adopted by the governing board of the district at a regularly scheduled meeting of the governing board. The motion may not be part of the consent agenda and shall be entered in the minutes of the meeting.

If the Declaration of Need is not approved, we will not be able to legally authorize teachers in the various areas referenced. This will potentially result in increased misassignments and less instructional options for our students.

**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 insure that there is an appropriately authorized teacher in every classroom. The Declaration of Needs affords the District the ability to legally authorize certificated staff in additional subject areas while they pass the coursework and/or exams necessary to add additional authorizations to their credential.

---

File #: Rep-218-22/23, Version: 1

---

**Equity Impact:**

Not applicable

**Issues and Analysis:**

Not applicable

**Attachments:**

Declaration of Need for Fully Qualified Educators - Form CL-500 6/2021

Attachment A - Target Languages for Bilingual Authorization Permits

Attachment B - LAUSD/University Intern MOU Programs

Attachment C - Authorization(s) for Single Subject Limited Assignment Permits, cont.

**Informatives:**

Not applicable


**Submitted:**

03/22/23

RESPECTFULLY SUBMITTED,

  
ALBERTO M. CARVALHO  
Superintendent

APPROVED &amp; PRESENTED BY:

  
ILEANA M. DÁVALOS  
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:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning☒ Approved as to budget impact statement.



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

Submitted by (Superintendent, Board Secretary, or Designee):

\_\_\_\_\_  
Name Signature Title

\_\_\_\_\_  
Fax Number Telephone Number Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
E-Mail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED



**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?	Yes	No
---	-----	----

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

---



---



---

If no, explain why you do not participate in an internship program.

---



---

Target Languages for Bilingual Authorization Permits\*:

1. Arabic
2. Armenian
3. Cantonese
4. French
5. Korean
6. Filipino (Tagalog)
7. Japanese
8. Mandarin
9. Portuguese
10. Russian
11. Spanish
12. Vietnamese
13. Cambodian, Chiu Chow, Thai, Farsi, Hebrew, German and Persian may also be needed on a limited basis.

\*Additional languages may be added based on District need.

## ATTACHMENT B

## LAUSD/UNIVERSITY INTERN PROGRAMS

Institute of Higher Education	Multiple Subject	Single Subject	Special Education	CNS	Psychology
	<b>STATE UNIVERSITY SYSTEM</b>				
California State University, Dominguez Hills	X	X	X	X	
California State University, East Bay		X			
California State University, Fullerton	X				
California State University, Los Angeles	X	X	X		
California State University, Long Beach	X	X	X	X	X
California State University, Northridge	X	X	X	X	X
Cal State Poly Pomona	X	X	X		
San Diego State University					X
	<b>UNIVERSITY OF CALIFORNIA SYSTEM</b>				
University of San Francisco				X	
	<b>PRIVATE COLLEGES/UNIVERSITIES</b>				
Adams State University				X	
Alliant International University	X	X	X	X	X
Azusa Pacific University	X	X	X	X	X
Biola University	X	X	X		
<b>Institute of Higher Education</b>	<b>Multiple Subject</b>	<b>Single Subject</b>	<b>Special Education</b>	<b>CNS</b>	<b>Psychology</b>
	<b>PRIVATE COLLEGES/UNIVERSITIES (CONTINUED)</b>				
Umass Global (formally Brandman), Antelope Valley	X	X	X		
Brandman University, Irvine					X
California Lutheran University	X	X	X		
Capella University	X	X	X	X	X

**LAUSD/UNIVERSITY INTERN PROGRAMS, cont.**

<b>Institute of Higher Education</b>	<b>Multiple Subject</b>	<b>Single Subject</b>	<b>Special Education</b>	<b>CNS</b>	<b>Psychology</b>
<b>Chapman University, Orange</b>	X				X
<b>Loyola Marymount University</b>	X	X	X	X	X
<b>Mount Saint Mary's University</b>	X	X	X		
<b>National University</b>	X	X	X		X
<b>Pacific Oaks College</b>	X	X	X		
<b>University of La Verne</b>	X	X	X	X	
<b>University of Phoenix</b>	X	X			
<b>University of Redlands</b>	X	X	X	X	X

**AUTHORIZATION(S) FOR SINGLE SUBJECT  
NEEDED LIMITED ASSIGNMENT PERMITS****ESTIMATED NUMBER**

Science: Geoscience	6
Science Physics	8
Social Science	5
Theater	2
World Languages ELD	2

# TAB 11





## Board of Education Report

[Back to Order of Business](#)

File #: Rep-226-22/23, Version: 1

**Report of Cash Disbursements**  
**Request to Reissue Expired Warrants**  
**April 18, 2023**  
**Accounting and Disbursements Division**

**Action Proposed:**

1. Ratify cash disbursements totaling \$830,795,098.09 which were made against funds of the District from February 1, 2023 through February 28, 2023. These disbursements are within approved budgeted appropriations and were made in accordance with established Board policies.

- a. "A" Warrants (Payroll) total of \$24,903,724.74

Warrant Numbers:  
 2984741 - 3004046

- b. Direct deposit payroll (Automated Clearing House - ACH) total of \$267,184,996.17

- c. "B" Warrants (Accounts Payable) total of \$120,588,383.24

Warrant Numbers:

20833308 - 20833478	20858252 - 20858408
20835522 - 20835698	20860440 - 20860575
20838360 - 20838473	20862728 - 20862879
20840256 - 20840423	20864842 - 20865042
20842414 - 20842570	20866817 - 20866997
20844918 - 20845133	20869461 - 20869626
20847731 - 20847830	20872344 - 20872575
20850113 - 20850320	20874663 - 20874883
20852346 - 20852510	20876947 - 20877049
20853903 - 20854050	

- d. Accounts Payable ACH payments total of \$418,117,993.94

2. Approved requests to reissue expired warrants that were not cashed within the prescribed period totaling \$47,949.36. The Los Angeles County Office of Education requires Board approval for these payroll checks to be reissued.

<u>Warrant Number</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
3781419	3-Aug-01	Lucinda Salas	\$1,818.83
5285515	22-Nov-02	Lucinda Salas	\$1,875.73
5376373	17-Jan-03	Lucinda Salas	\$1,849.04
7712478	5-Jun-07	Seth Gillum	\$286.45
8047093	12-Mar-08	Emma Quinn	\$830.00
8994756	2-Jul-10	Emma Quinn	\$3,418.99
9430344	8-Dec-11	Lidia Quintero	\$748.19
9730319	12-Feb-13	Martin Torres Jr	\$182.79
9922008	12-Dec-13	Linda Yoshioka	\$365.30
1385047	14-Jul-15	Michele Hales	\$18,316.45
1411393	14-Sep-15	Michele Hales	\$5,033.29
1482278	3-Dec-15	Norma Guerrero	\$987.78
1486691	5-Jan-16	Emma Quinn	\$4,641.68
1522329	4-Mar-16	Sharoya Yamini	\$4,316.45
1524560	4-Mar-16	Peter Serino	\$1,003.24
1678574	23-Nov-16	Jesus Ramirez Hernandez	\$792.29
1926839	22-Dec-17	Yolanda Figueroa	\$1,188.69
2065119	23-Jul-18	Francisca Arreguin	\$294.17

### **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.

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

A “YES” vote:

1. Ratifies the previously disbursed payments.
2. Approves the reissuance of expired warrants.

A “NO” vote would cause the cancellation of previously issued payments and decline to reissue expired warrants.

### **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.

---

File #: Rep-226-22/23, Version: 1

---

**Student Impact:**

This Board report includes routine financial transaction, 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:**

03/22/23

---


File #: Rep-226-22/23, Version: 1

---

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:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

# TAB 12



## Board of Education Report

[Back to Order of Business](#)

---

File #: Rep-227-22/23, Version: 1

---

### Donations of Money to the District

**April 18, 2023**

### Accounting and Disbursements Division

#### Action Proposed:

1. 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 \$500,697.47 be deposited; and the Controller be authorized to draw checks for the purposes indicated on the donation:

Date: 3/7/2023  
Donor: Anonymous  
Donation: \$47,000.00  
For use at: Eagle Rock Jr/Sr High School  
Purpose: To provide funding for the purchase of a new marquee at Eagle Rock High School.

Date: 3/2/2023  
Donor: The Partnership for LA School  
Donation: \$80,000.00  
For use at: Local District East  
Purpose: To provide funding for the supplemental salaries and for teacher-leader professional development participation.

Date: 3/13/2023  
Donor: The Partnership for LA School  
Donation: \$25,000.00  
For use at: Local District Central  
Purpose: To provide funding for continued support to implement Illustrative Math.

Date: 3/8/2023  
Donor: Science Academy Fundraising Initiative  
Donation: \$38,995.47  
For use at: The Science Academy STEM Magnet  
Purpose: To provide funding for Chromebooks.



Date: 3/15/2023  
Donor: Friends of Franklin  
Donation: \$189,702.00  
For use at: Franklin Avenue Elementary School  
Purpose: To provide funding to supplement salaries for SY 2023-24.

Date: 3/15/2023  
Donor: Friends of Porter Ranch Community School  
Donation: \$120,000.00  
For use at: Porter Ranch Community School  
Purpose: To provide funding for additional school supervision aides.

**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.

**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

---

File #: Rep-227-22/23, Version: 1

---

**Submitted:**  
03/22/23

---

File #: Rep-227-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,

  
ALBERTO M. CARVALHO  
Superintendent

APPROVED & PRESENTED BY:


  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services & Operations

REVIEWED BY:


  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

APPROVED & PRESENTED BY:

  
DAVID D. HART  
Chief Business Officer  
Office of the Chief Business Officer

REVIEWED BY:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

# TAB 13



## Board of Education Report

[Back to Order of Business](#)

---

File #: Rep-231-22/23, Version: 1

---

### **Education Compacts**

**April 18, 2023**

### **Office of Government Relations**

#### **Action Proposed:**

Authorize the Education Compacts with the **City of South Gate** and the **City of Huntington Park**.

#### **Background:**

As part of the 2022-2026 Strategic Plan for the Los Angeles Unified School District, new education compacts are to be established between the District and local governmental entities. Education Compacts with the municipal governments are intended to align resources and implement innovative programs to equip our students with the tools they need to be Ready for the World.

Through these Education Compacts, each city and the District will collaborate to meet the educational needs of youth and families in the respective city through the end of the District's Strategic Plan (June 2026). The city and the District may choose to revisit the Compact after June 2026 to renew their shared commitments to students and families.

The commitments outlined in the Education Compact are not legally binding nor do they mandate budgetary expenditures on behalf of the Parties. They represent a shared philosophical goal of improving the educational opportunities and enriching the lives of children and families attending District sites living within the city.

The Office of Government Relations (OGR) will continue discussions with other municipalities to finalize Education Compacts that can be brought forth for Board approval at a future meeting.

#### **Expected Outcomes:**

The approved Education Compacts will result in a coherent agenda that OGR, Region Offices and the respective District Divisions will promote and advance by strengthening collaboration with each municipality to deliver on the commitments outlined in the shared vision.

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

Approval will allow OGR, Region Offices and the respective District Divisions to proceed in a timely manner to deliver on the commitments outlined in the shared vision. Delay in approval will delay the opportunity to strengthen these partnerships.

#### **Policy Implications:**

The Education Compacts are in alignment with the District's 2022-26 Strategic Plan.

#### **Budget Impact:**

No budgetary expenditures are outlined in the Education Compacts.

File #: Rep-231-22/23, Version: 1

**Student Impact:**

The Education Compacts support students and families through strengthening of partnerships between the city and the District. Such partnership ensures a coherent and joint effort to support student success.

**Equity Impact:**

Component	Score	Score Rationale
<b>Recognition</b>	3	Affirmatively recognizes historical inequities. The Education Compacts may establish partnerships between the District and the smaller and less representative cities and communities that also serve our student population. While only around 20% of Los Angeles Unified students attend schools outside of the City of Los Angeles, it is equally important for the District to continue to pursue collaborative efforts with the other cities and unincorporated communities represented by the Los Angeles County Board of Supervisors.
<b>Resource Prioritization</b>	3	Pursuing these partnerships would mean that our programs and initiatives are also being replicated in other communities outside the City of Los Angeles, ultimately broadening opportunities and services to students and families in a more equitable way.
<b>Results</b>	2	The Education Compacts represent a shared philosophical goal of improving the educational opportunities and enriching the lives of children and families attending District sites within respective cities and unincorporated communities, however the commitments are not legally binding, nor do they mandate financial obligations. Results will support in closing opportunity gaps and/or closing achievement gaps.
<b>TOTAL</b>	<b>8</b>	

**Issues and Analysis:**

Not Applicable.

**Attachments:**

- Education Compact between the Los Angeles Unified School District and the City of Huntington Park.
- Education Compact between the Los Angeles Unified School District and the City of South Gate.

**Informatives:**

Not Applicable.

**Submitted:**

03/22/23



---

File #: Rep-231-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,

APPROVED & PRESENTED BY:

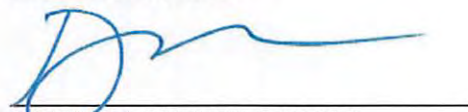


ALBERTO M. CARVALHO  
Superintendent



MARTHA ALVAREZ  
Chief of Legislative Affairs and  
Governmental Relations  
Office of Government Relations

REVIEWED BY:



DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

REVIEWED BY:



TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

## **EDUCATION COMPACT BETWEEN THE LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE CITY OF HUNTINGTON PARK**

As part of the 2022-2026 Strategic Plan for the Los Angeles Unified School District, new education compacts are to be established between the District and local governmental entities. Education Compacts with the municipal governments in the Southeast Los Angeles County region are intended to align resources and implement innovative programs to equip our students with the tools they need to be Ready for the World.

As a member of the Southeast Los Angeles County region, The City of Huntington Park (“City”), is served by the Los Angeles Unified School District (“District” or “Los Angeles Unified”) and accounts for a 13,807-student enrollment (LAUSD SY 21-22 Enrollment). The City of Huntington Park has 54,883 residents (2020 US Census) and expands a total area of 3.3 square miles. The City of Huntington Park has 32 District schools within its geographical boundaries. The District and the City may each be referred to, individually, herein as a “Party” or, collectively, as “the Parties.”

Through this Education Compact (“Compact”), the City and the District will collaborate to meet the educational needs of youth and families in the City through the end of the District’s Strategic Plan (June 2026). The City and the District may choose to revisit the Compact after June 2026 to renew their shared commitments to students and families of the Southeast Los Angeles County region.

The commitments outlined are not legally binding nor do they mandate budgetary expenditures on behalf of the Parties. They represent a shared philosophical goal of improving the educational opportunities and enriching the lives of children and families attending District sites living within the City. The Parties recognize there may be financial expenditures associated with one or all the following aspects, however any financial expenditure shall not be made unless the responsible Party’s governing board has authorized the expenditure through its budgetary process and shall be voluntary in nature.

The Compact between the District and the City will undertake efforts that would be enriched, expedited, or enhanced through collaborative efforts in the following areas:

1. Communications and Ongoing Engagement
2. Enrollment and Positive Attendance
3. Crossing Guards and Other Traffic Safety Improvements
4. Safety and Positive School Climate
5. Student Health and Medical Student Services
6. Parent and Family Engagement
7. Academics and Expanded Learning
8. Connectivity
9. Facilities
10. Transportation

### Communications and Ongoing Engagement

- The City and the District will work jointly on communications through the City's website to include an educational tab/section with information on Los Angeles Unified schools and districtwide initiatives. The District will also work with the City to share city events, news and City-led programs to students, families and staff. There will be concerted efforts to jointly share information via social media and other communication channels.
- The City and District will explore leveraging current City events and activities to promote District services to families.
- The City and District will explore leveraging current City events and activities to promote employment opportunities.
- The City and District will promote educational initiatives to local businesses and chambers of commerce to encourage volunteering, mentorship and other opportunities to support local students and education.
- The City and the District will collaborate on opportunities to deliver specific programming for local families via the Family Academy and Cultural Arts Passport initiatives.
- The City, in partnership with the District, will convene education roundtables with local partners on efforts to strengthen student success.

### Enrollment and Positive Attendance

- The City will support the District in student recruitment campaigns for District-operated schools in the City.
- The City and District will collaborate on programs, annual attendance campaigns, and other events that support school attendance to ensure all school-aged youth are enrolled in District-operated schools.

### Crossing Guards and Other Traffic Safety Improvements

- The City will support safe passages for students and families through its voluntary crossing guard program, as funding becomes available, to support pedestrian safety and the District will support the city's outreach efforts to fill crossing guard vacancies.
- The District will provide additional support and training for the Traffic Safety Valet programs at elementary school sites experiencing traffic safety needs by reviewing traffic and pedestrian incident data, and identifying schools in need for outreach. The District will also promote the Traffic Safety Valet program by distributing flyers when visiting elementary schools, during our safe school inspections, and during meetings with principals.
- The District will work with the City to address traffic concerns related to school drop-off and pick-up, including exploring additional opportunities to reduce traffic congestion and enhance pedestrian safety.
- The District will provide additional support by sharing Reference Guide, 4492.2, School Traffic Safety with school administrators which details the guidelines for requesting traffic surveys, speed limit signs, pavement markings, crossing guards and other assistance to resolve traffic safety issues. Los Angeles Unified's Office of Environmental Health and Safety (OEHS) will liaison between the City and school administrators and make requests on the behalf of schools. All traffic related requests must be submitted to the City's Public Works Department, Engineering Division for analysis, review and discussion with the Traffic Authority.

### Safety and Positive School Climate

- The District and City will convene a monthly Safety Collaborative that will include Los Angeles School Police Department and the Huntington Park Police Department to address safety concerns on a regular basis.
- The District/Los Angeles School Police Department and City will identify a Law Enforcement Liaison officer from each of the respective law enforcement departments to ensure coordinated approach on issues related to youth, crime prevention and other relevant safety and area school consistent with Section 32281 (f)(1) of the California Education Code.
- The District/Los Angeles School Police Department and City will explore the possibility of entering into data-sharing agreements to assess the status of school crimes with a goal of helping to prevent crimes and improve coordination consistent with Section 32282 (a)(1) of the California Education Code:

#### Student Health and Medical Student Services

- The District and the City will work jointly to expand prevention and public education efforts to combat the public health issue of fentanyl-related overdoses and strengthen support services for students.
- The District will continue to work with the California Department of Healthcare Services (DHCS) Naloxone Distribution Program (NDP) to obtain doses of Narcan for early education centers, adult education schools and afterschool programs.
- The District, in partnership with the City, will explore the feasibility of bringing additional student health and mental health services and entities to provide whole child and school community services.

#### Parent and Family Engagement

- The District will develop a Region specific course catalog to help families understand how to access city services and to engage families in learning specialized classes/workshops that address the needs of families in the Southeast Los Angeles community through the Family Academy. The City will promote these classes and workshops to the families and community members at large.
- The District will develop a training offering for City personnel on the District's Parent Portal/LAUSD App and School Volunteer Program procedures.
- The District and City will explore the feasibility of incorporating resources or informational materials on District-led initiatives into a City-owned community center or other facilities.

#### Academics and Expanded Learning Programs

- The District will work jointly with the City to promote the District's various academic and enrichment programs to students and families in the Southeast Los Angeles community, including the tutoring program, summer programming, and Beyond the Bell Expanded Learning Programs.
- The District will offer the Cultural Arts passport to families in the Southeast Los Angeles community. The District and the City will explore expanding the use of cultural sites within the City of Huntington Park, if any, for the benefit of students.

#### Connectivity

- The District's Information Technology Services (ITS) commits to continuing to provide connectivity to students and families with an identified unmet need through All Families Connected or other affordable and free options to ensure all families have access to reliable high-speed internet.
- The District will explore expanding Digital Divide partnerships into the City and the County of Los Angeles to explore ways to support connectivity infrastructure, expand affordable broadband and implement data sharing agreements to address the digital deserts.

Facilities

- The District and City will continue to work collaboratively in an effort to provide access to and use of District and City facilities for meetings, community events, athletic activities, and cultural and historic programs, among other facility use needs that benefit students and families.
- The District will work with the City to provide access to and use of District pools upon terms and conditions available to those provided to other governmental agencies.
- The City and District will work collaboratively to increase the amount of green space on District sites and expand access to available green space for families and students, and, where appropriate, explore the establishment of Community School Parks.
- The City will continue to provide access to its Community Centers based on availability, staffing levels, discretion and convenience (i.e. Perez Park and Salt Lake Park) for the District to use for professional development. The Parks and Recreation department will process applications and staff according to the City's guidelines.

Transportation

- The City will support the District in promoting the District's free Metro passes from the K-12 Fareless System Initiative program for students, by promoting it at community events, newsletters and on the City's website, if the pilot program is continued.

## APPENDIX

### All Families Connected

All Families Connected is a program to help ensure every student has reliable access to high-speed internet at home as well as at school. Made possible in large part by one-time federal funding, the program is helping provide students with the access they need at home to complete assignments, interact with peers, track their progress, and more. Thousands of families are eligible for this service at no cost to them. There are no income requirements. All that is necessary is for a family to inform the District that there are unmet needs in the home and to request support.

This is how it works: Parents/guardians can log on to [device.lausd.net](https://device.lausd.net) and answer a few questions about computing device and internet connectivity needs. For those whose needs are not being met, our teams check in with contracted service providers to determine services available. The provider then reaches out to eligible families to assist with establishing service, and the District covers all costs.

Families may go to: [device.lausd.net/connect](https://device.lausd.net/connect) for more information or to sign up for service.

### Cultural Arts Passport

The District's Cultural Arts Passport is a program to provide students access to the Arts. In partnership with Southern California's finest cultural organizations and venues, the Cultural Arts Passport program ensures equal access to arts, culture and environmental experiences for every child. The Cultural Arts Passport is partially supported through generous monetary and in-kind donations from the community. Founding partners who generously support the initiative include The Broad Foundation, Creative Arts Agency, the Fender Play Foundation and other cultural institutions.

### Digital Divide Partnerships

The District has existing partnerships around infrastructure to create a city-wide or community infrastructure for wireless connectivity. One example of this has been a partnership with the Los Angeles City Lighting Bureau, which focused on extending the network from District schools to city light poles. Furthermore, the District has also developed partnerships with LTE/5G and fixed broadband such as Verizon, AT&T and Spectrum to allow piggyback on our contracts with very affordable pricing for other governmental entities. Lastly, the District has partnerships with multiple entities on data sharing to help and identify hotspots and digital deserts around Los Angeles County, given that the District is the only entity with access to valuable datasets relating to family usage and service providers' capacity.

### Everyone Mentors LA

Everyone Mentors LA is a new mentoring initiative that will invest in the lives of historically underserved students to ensure every student graduates Ready for the World. The new initiative will match students contending with declining grades, chronic absenteeism, social emotional support and other challenges that have inhibited their academic success with a mentor from the Los Angeles community. More information on this program can be found at <https://achieve.lausd.net/everyonementors>.

### Family Academy

The Family Academy is designed to leverage families' assets to be empowered as they support their child from the early primary years to college and career success. This effort complements family knowledge by connecting them to actionable learning focused on their child's development, as well as opportunities to



accelerate their own careers and quality of livelihood. Families may expand and share prior knowledge with other parent leaders by attending learning segments offered by the Family Academy course catalog, which offers webinar and regional segments hosted in-person. The course catalog is available at [achieve.lausd.net/familyacademy](https://achieve.lausd.net/familyacademy).

A second path to learning with the Family Academy is through four family courses which are geared for the following family audiences: youngest learners, multilingual learners, twice exceptional, and Black and African-American students. The curriculum is organized as a 7-class course experience where families engage in a culturally relevant curriculum, in a cohort learning environment, define family engagement, and develop their action plan to stay engaged in their child's education. Course registration information is available at [achieve.lausd.net/familyacademy](https://achieve.lausd.net/familyacademy). Families may also contact the Los Angeles Unified Family Hotline for more information: 213-443-1300.

### **Traffic Safety Valet Program**

The Safety Valet program is designed to help improve student safety and provide more fluid movement of vehicular traffic around schools during the morning drop off. A Valet directs drivers through a queue of traffic cones where volunteers assist students to safely exit the car. This eliminates the need for parents to exit their vehicles and for students to cross busy intersections.

**EDUCATION COMPACT BETWEEN  
THE LOS ANGELES UNIFIED SCHOOL DISTRICT  
AND THE CITY OF SOUTH GATE**

As part of the 2022-2026 Strategic Plan for the Los Angeles Unified School District, new education compacts are to be established between the District and local governmental entities. Education Compacts with the municipal governments in the Southeast Los Angeles County region are intended to maximize resources and implement innovative programs to equip our students with the tools they need to be Ready for the World.

As a member of the Southeast Los Angeles County region, The City of South Gate (“City”), is served by the Los Angeles Unified School District (“District” or “Los Angeles Unified”) and accounts for a 15,905-student enrollment (LAUSD SY 21-22 Enrollment). The City of South Gate has approximately 93,000 residents (2020 US Census) and expands a total area of 7.5 square miles. The City of South Gate has 38 District schools within its geographical boundaries. The District and the City may each be referred to, individually, herein as a “Party” or, collectively, as “the Parties.”

Through this Education Compact (“Compact”), the City and the District will collaborate to meet the educational needs of youth and families in the City through the end of the District’s Strategic Plan (June 2026). The City and the District may choose to revisit the Compact after June 2026 to renew their shared commitments to students and families of the Southeast Los Angeles County region.

The commitments outlined are not legally binding nor do they mandate budgetary expenditures on behalf of the Parties. They represent a shared philosophical goal of improving the educational opportunities and enriching the lives of children and families attending District sites living within the City. The Parties recognize there may be financial expenditures associated with one or all the following aspects, however any financial expenditure shall not be made unless the responsible Party’s governing board has authorized the expenditure through its budgetary process and shall be voluntary in nature.

The Compact between the District and the City will undertake efforts that would be enriched, expedited, or enhanced through collaborative efforts in the following areas:

1. Communications and Ongoing Engagement
2. Enrollment and Positive Attendance
3. Crossing Guards and Other Traffic Safety Improvements
4. Safety and Positive School Climate
5. Student Health and Medical Student Services
6. Parent and Family Engagement
7. Academics and Expanded Learning
8. Connectivity
9. Facilities
10. Transportation

### Communications and Ongoing Engagement

- The City and the District will work jointly on communications through the City’s website to include an educational tab/section with information on Los Angeles Unified schools and districtwide initiatives. The District will also work with the City to share city events, news and City-led programs to students, families, and staff. There will be concerted efforts to jointly share information via social media and other communication channels.
- The City and District will explore leveraging current City events and activities to promote District services to families.
- The City and District will explore leveraging current City events and activities to promote employment opportunities.
- The City and District will promote educational initiatives to local businesses and chambers of commerce to encourage volunteering, mentorship, and other opportunities to support local students and education.
- The City and the District will collaborate on opportunities to deliver specific programming for local families via the Family Academy and Cultural Arts Passport initiatives.
- The City, in partnership with the District, will convene education roundtables with local partners on efforts to strengthen student success.

### Enrollment and Positive Attendance

- The City will support the District in student recruitment campaigns for District-operated schools in the City.
- The City and District will collaborate on programs, annual attendance campaigns, and other events that support school attendance to ensure all school-aged youth are enrolled in District-operated schools.

### Crossing Guards and Other Traffic Safety Improvements

- The City will support safe passages for students and families by funding the crossing guard program, as funding becomes available, to support pedestrian safety, and the District will support the city’s outreach efforts to fill crossing guard vacancies.
- The District will provide additional support and training for the Traffic Safety Valet programs at elementary school sites experiencing traffic safety needs by reviewing traffic and pedestrian incident data, and identifying schools in need for outreach. The District will also promote the Traffic Safety Valet program by distributing flyers when visiting elementary schools, during our safe school inspections, and during meetings with principals.
- The District will work with the City to address traffic concerns related to school drop-off and pick-up, including exploring additional opportunities to reduce traffic congestion and enhance pedestrian safety.
- The District will provide additional support by sharing Reference Guide, 4492.2, School Traffic Safety with school administrators which details the guidelines for requesting traffic surveys, speed limit signs, pavement markings, crossing guards and other assistance to resolve traffic safety issues. Los Angeles Unified’s Office of Environmental Health and Safety (OEHS) will liaison between the City and school administrators and make requests on behalf of schools.

### Safety and Positive School Climate

- The City will continue to facilitate monthly the monthly School Safety Collaborative meetings between City personnel, the District and other partners to discuss various issues impacting the school community, including but not limited to, updates on school construction and operational projects, school safety, safe passages to and from school, educational and community events, and opportunities to collaborate on seeking community partner, city and school collaborations.
- The District/Los Angeles School Police Department and City will identify a Law Enforcement Liaison officer from each of the respective law enforcement departments to ensure coordinated approach on issues related to youth, crime prevention and other relevant safety and area school consistent with Section 32281 (f)(1) of the California Education Code.
- The District/Los Angeles School Police Department and City will explore the possibility of entering into data-sharing agreements to assess the status of school crimes with a goal of helping to prevent crimes and improve coordination consistent with Section 32282 (a)(1) of the California Education Code.

### Student Health and Medical Student Services

- The District and the City will work jointly to expand prevention and public education efforts to combat the public health issue of fentanyl-related overdoses and strengthen support services for students.
- The District will continue to work with the California Department of Healthcare Services (DHCS) Naloxone Distribution Program (NDP) to obtain doses of Narcan for early education centers, adult education schools and afterschool programs.
- The District, in partnership with the City, will explore the feasibility of bringing additional student health and mental health services and entities to provide whole child and school community services.

### Parent and Family Engagement

- The District will develop a Region specific course catalog to help families understand how to access city services through the Family Academy. The City will promote these classes and workshops to the families and community members at large.
- The District will provide information on the District's Parent Portal/LAUSD App and School Volunteer Program procedures.
- The District and City will explore the feasibility of incorporating resources or informational materials on District-led initiatives into a City-owned community center or other facilities.

### Academics and Expanded Learning Programs

- The District will work jointly with the City to promote the District's various academic and enrichment programs to students and families in the Southeast Los Angeles community, including the tutoring program, summer programming, and Beyond the Bell Expanded Learning Programs.
- The District will work with the City to support programs that will assist students in bridging academic voids that may exist due to digital inequities, pandemic effects, or other outside effects that would negatively impact the learning environment.
- The District will offer the Cultural Arts passport to families in the Southeast Los Angeles community. The District and the City will explore expanding the use of museums or cultural sites within the City of South Gate, if any, for the benefit of students.

### Connectivity

- The District's Information Technology Services (ITS) commits to continuing to provide connectivity to students and families with an identified unmet need through All Families Connected or other affordable and free options to ensure all families have access to reliable high-speed internet.
- The District will explore expanding Digital Divide partnerships into the City and the County of Los Angeles to explore ways to support connectivity infrastructure, expand affordable broadband and implement data sharing agreements to address the digital deserts.

### Facilities

- The District and City will continue to work collaboratively in an effort to provide access to and use of District and City facilities for meetings, community events, athletic activities, and cultural and historic programs, among other facility use needs that benefit students and families, with a significant effort to those groups that have relied on and been provided access in the past.
- The District will work with the City to provide access to and use of District pools upon terms and conditions available to those provided to other governmental agencies.
- The District's over twenty-year construction program will continue to rely heavily on its commitment to meaningful engagement by bringing timely and accurate information to all stakeholders (students, parents, teachers/administrators, key stakeholders, local municipalities and elected officials) and collecting feedback that guides the District's decision-making.
- The City and District will work collaboratively to increase the amount of green space on District sites and expand access to available green space for families and students, and, where appropriate, explore the establishment of Community School Parks.

### Transportation

- The City will support the District in promoting the District's free Metro passes from the K-12 Fareless System Initiative program for students, by promoting it at community events, newsletters and on the City's website, if the pilot program is continued.

## APPENDIX

### All Families Connected

All Families Connected is a program to help ensure every student has reliable access to high-speed internet at home as well as at school. Made possible in large part by one-time federal funding, the program is helping provide students with the access they need at home to complete assignments, interact with peers, track their progress, and more. Thousands of families are eligible for this service at no cost to them. There are no income requirements. All that is necessary is for a family to inform the District that there are unmet needs in the home and to request support.

This is how it works: Parents/guardians can log on to [device.lausd.net](https://device.lausd.net) and answer a few questions about computing device and internet connectivity needs. For those whose needs are not being met, our teams check in with contracted service providers to determine services available. The provider then reaches out to eligible families to assist with establishing service, and the District covers all costs.

Families may go to: [device.lausd.net/connect](https://device.lausd.net/connect) for more information or to sign up for service.

### Cultural Arts Passport

The District's Cultural Arts Passport is a program to provide students access to the Arts. In partnership with Southern California's finest cultural organizations and venues, the Cultural Arts Passport program ensures equal access to arts, culture, and environmental experiences for every child. The Cultural Arts Passport is partially supported through generous monetary and in-kind donations from the community. Founding partners who generously support the initiative include The Broad Foundation, Creative Arts Agency, the Fender Play Foundation, and other cultural institutions.

### Digital Divide Partnerships

The District has existing partnerships around infrastructure to create a city-wide or community infrastructure for wireless connectivity. One example of this has been a partnership with the Los Angeles City Lighting Bureau, which focused on extending the network from District schools to city light poles. Furthermore, the District has also developed partnerships with LTE/5G and fixed broadband such as Verizon, AT&T and Spectrum to allow piggyback on our contracts with very affordable pricing for other governmental entities. Lastly, the District has partnerships with multiple entities on data sharing to help and identify hotspots and digital deserts around Los Angeles County, given that the District is the only entity with access to valuable datasets relating to family usage and service providers' capacity.

### Everyone Mentors LA

Everyone Mentors LA is a new mentoring initiative that will invest in the lives of historically underserved students to ensure every student graduates Ready for the World. The new initiative will match students contending with declining grades, chronic absenteeism, social emotional support, and other challenges that have inhibited their academic success with a mentor from the Los Angeles community. More information on this program can be found at [achieve.lausd.net/everyonementors](https://achieve.lausd.net/everyonementors).

### Family Academy

The Family Academy is designed to leverage families' assets to be empowered as they support their child from the early primary years to college and career success. This effort complements family knowledge by connecting them to actionable learning focused on their child's development, as well as



opportunities to accelerate their own careers and quality of livelihood. Families may expand and share prior knowledge with other parent leaders by attending learning segments offered by the Family Academy course catalog, which offers webinar and regional segments hosted in-person. The course catalog is available at [achieve.lausd.net/familyacademy](https://achieve.lausd.net/familyacademy).

A second path to learning with the Family Academy is through four family courses which are geared for the following family audiences: youngest learners, multilingual learners, twice exceptional, and Black and African-American students. The curriculum is organized as a 7-class course experience where families engage in a culturally relevant curriculum, in a cohort learning environment, define family engagement, and develop their action plan to stay engaged in their child's education. Course registration information is available at [achieve.lausd.net/familyacademy](https://achieve.lausd.net/familyacademy). Families may also contact the Los Angeles Unified Family Hotline for more information: 213-443-1300.

### **Traffic Safety Valet Program**

The Safety Valet program is designed to help improve student safety and provide more fluid movement of vehicular traffic around schools during the morning drop off. A Valet directs drivers through a queue of traffic cones where volunteers assist students to safely exit the car. This eliminates the need for parents to exit their vehicles and for students to cross busy intersections.

# TAB 14



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-229-22/23, Version: 1

**Approval of the Proposed Material Revision for KIPP Pueblo Unido****April 18, 2023****Charter Schools Division****Action Proposed:**

Approve the material revision of the charter for KIPP Pueblo Unido (“Charter School”), to decrease grade levels from TK-8 to TK-4 and reduce the enrollment capacity from 1,050 to 560 students, beginning in the 2023-2024 school year. The recommendation for approval is based on the information set forth in the attached Staff Assessment and Recommendation Report.

**Background:**

KIPP Pueblo Unido is a TK-8 school currently serving 345 students on three facilities, one private facility located in Maywood at 3759 E. 57<sup>th</sup> Street, Maywood, CA 90270, the second in Huntington Park at 2660 E. 57<sup>th</sup> Street, Huntington Park, CA 90255 on the campus of Pacific ES, as a co-location through Proposition 39, and the third facility is located in Los Angeles at 5108 Holmes Avenue, Los Angeles, CA 90058 on the campus of Holmes ES, as a co-location through Proposition 39, in Board District 5 and Region East. KIPP Pueblo Unido was approved by the LAUSD Board of Education on November 7, 2017, with a charter term beginning July 1, 2019.

On January 12, 2023, the Charter Schools Division commenced processing of KIPP Pueblo Unido’s complete material revision. KIPP Pueblo Unido seeks to revise its current charter, which expires June 30, 2024. Effective July 1, 2021, Assembly Bill 130 [codified, in part, as Education Code section 47607.4] extends the terms of all charter schools whose terms expire on or between January 1, 2022 and June 30, 2025, inclusive, by two years. Thus, by operation of law, the charter term for KIPP Pueblo Unido expires June 30, 2026.

Based on a comprehensive review of the material revision application and supporting documentation, staff has determined that the charter school has met the standards and criteria set forth in Education Code section 47605 and therefore recommends approval of the material revision of the charter.

**Expected Outcomes:**

Charter School is expected to operate its school in a manner consistent with Board action, policies and requirements, local, state, and federal law including ordinances, statutes, and regulations as well as with the terms and conditions set forth in Charter School’s petition. The measurable pupil outcomes and method by which pupil progress toward outcomes will be measured are set forth in the charter petition.

**Board Options and Consequences:**

“Yes” - If the Board adopts the recommendation of approval of the material revision of the charter, Charter School would continue to operate as a charter school, as amended, commencing in the 2023-2024 school year and for the remainder of the charter term.

“No” - If the Board does not adopt the recommendation of approval of the material revision of the charter, and instead takes specific action to deny the proposed material revision of the charter, Charter School would continue to operate under the terms of its current charter consistently with the Board’s action and direction.

**Policy Implications:**

There are no policy implications at this time.

**Budget Impact:**

State income and various other income sources to the District are reduced when current District students enroll at a charter school, and comparable or offsetting expenditure reduction may not occur in such cases. Under Education Code section 47604(d), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school’s debts or obligations as long as the school district complies with all oversight responsibilities required by law. The District will continue to have monitoring and oversight responsibility for charter school finances, as specified in the Charter Schools Act. Any significant modifications to the charter school’s petition or operations that raise financial implications would require a material revision prior to implementation. Petition approval is also contingent upon adequate liability insurance coverage.

Charter School has selected to join the LAUSD special education local planning area (SELPA) Option 3. The Charter School’s fair share contribution to special education will be 10% of the charter schools’ AB 602 (rate includes Base, Cost-of-Living Adjustment (COLA), and Growth/Decline reduced by the amount withheld for Program Specialist/Regionalized Services) and Federal IDEA revenues. This amount will be paid from the Charter School’s Local Control Funding Formula (“LCFF”) funds or other unrestricted revenue sources and will be allocated to support the existing District-wide administration of special education supports and services. The amount withheld by the District from the Program Specialist/Regionalized Services in fiscal year will continue to be withheld and adjusted annually for COLA. An additional 10% of special education revenues will be retained by the District and allocated as directed by the Advisory Board and members of the LAUSD SELPA Option 3, with the leadership of the Charter-operated Program special education director. These funds will be used to support the personnel for the members of the LAUSD SELPA Option 3; build management and operating procedures to create an infrastructure to support schools in meeting the needs of students with mild to severe disabilities; and, to create and implement new programs that serve students in charter schools. If Charter School does not spend their allocation of special education funds during a fiscal year of the charter petition period, the allocation of special education funds to Charter School for the next fiscal year will be reduced in an amount equal to the unspent special education funds of the previous fiscal year.

**Student Impact:**

As stated in the *LAUSD Policy and Procedures for Charter Schools*, “[W]hen the LAUSD Board authorizes and oversees a charter school, it establishes a relationship to advance its vision and mission and to accelerate gains in academic achievement and accountability for *all* of its students and public schools,” (*Policy*, p.3). Based on a comprehensive review and assessment of Charter School’s request for material revision of the charter and its record of performance, staff has determined that Charter School has met the requirements for approval of the material revision.

**Equity Impact:**

Not applicable

---

File #: Rep-229-22/23, Version: 1

---

**Issues and Analysis:**

If all applicable pending issues, including but not limited to special education requirements, special education local planning area (SELPA) requirements, governance, fiscal and facilities matters, are not resolved at the time of the Board meeting, the item may be pulled from the agenda.

**Attachments:**

Attachment A - Staff Assessment and Recommendation Report

Attachment B - DFS Data Set

Attachment C - Desegregation Impact Statement

Attachment D - Material Revision

**Informatives:**

Not applicable

**Submitted:**

04/12/23

---

File #: Rep-229-22/23, Version: 1

---

**RESPECTFULLY SUBMITTED,**

**APPROVED & PRESENTED BY:**



ALBERTO M. CARVALHO  
Superintendent of Schools



JOSÉ COLE-GUTIÉRREZ  
Director  
Charter Schools Division

**REVIEWED BY:**



DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

**REVIEWED BY:**



TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.



## ATTACHMENT A

# STAFF ASSESSMENT AND RECOMMENDATION REPORT

## REQUEST FOR MATERIAL REVISION OF CHARTER

Board of Education Report 229-22/23

April 18, 2023

School Name:	<b>KIPP Pueblo Unido</b>		
Type of Charter School:	<b>Start-Up Independent Charter School</b>		
Charter Operator	<b>KIPP SoCal Public Schools</b>		
Location Code:	<b>5267</b>		
Type of Site(s):	<b>(1) Private</b> <b>(2) Proposition 39 Co-Location</b> <b>(3) Proposition 39 Co-Location</b>		
Site Address(es):	<b>(1) 3759 E. 57<sup>th</sup> Street, Maywood, CA 90270</b> <b>(2) 2660 E. 57<sup>th</sup> Street, Huntington Park, CA 90255</b> <b>(Pacific ES Campus)</b> <b>(3) 5108 Holmes Avenue, Los Angeles, CA 90058</b> <b>(Holmes ES Campus)</b>		
Board District(s):	<b>5</b>	Region(s):	<b>East</b>
Grade Levels Served:	<b>TK-3, 6-8</b>	Current Enrollment:	<b>345</b>
Grade Levels Authorized in Current Charter:	<b>TK-8</b>	Approved Enrollment in Current Charter:	<b>1,050 (see proposed change in "Action Proposed" below)</b>
CONSIDERATION:	<b>Material Revision to decrease grade levels and reduce enrollment capacity</b>		
CDE PERFORMANCE LEVEL: (PER CDE'S 2020 CLASSIFICATION)	<b>Not Available</b>		
STAFF RECOMMENDATION:	<b>Approval</b>		
SUMMARY OF STAFF FINDINGS:	<p>Based on a comprehensive review of the request for material revision of the charter and the school's record of performance, staff has determined that the charter school has met the standards and criteria for approval.</p> <ul style="list-style-type: none"> <li>♦ <i>The charter school has presented a <b>sound educational program</b> for its targeted student population.</i></li> <li>♦ <i>The petition, as revised through the petition review and revisions process, contains <b>reasonably comprehensive descriptions of all required elements</b>, including the Federal, State, and District Required Language.</i></li> <li>♦ <i>Petitioners are <b>demonstrably likely to successfully implement the educational program</b> set forth in the petition.</i></li> <li>♦ <i>The petition contains <b>required affirmations, assurances, and declarations</b>.</i></li> <li>♦ <i>The petition contains a <b>declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school</b> for purposes of Chapter 10.7 of Division 4 of Title 1 of the Government Code.</i></li> </ul>		

## **STAFF ASSESSMENT**

### **I. ACTION PROPOSED**

Staff recommends approval of the proposed material revision of the charter for KIPP Pueblo Unido (“Charter School”), a TK-8 span school located in Board District 5 and Region East, to decrease grade levels from TK-8 to TK-4 and reduce the enrollment capacity from 1,050 to 560 students, beginning in the 2023-2024 school year.

The KIPP SoCal Public Schools’ Board of Directors, the nonprofit organization that holds the charter, is proposing to amend KIPP Pueblo Unido’s charter to decrease grade levels and reduce enrollment capacity due to declining enrollment and facility needs. The school plans to continue operating at 3759 E. 57<sup>th</sup> Street, Maywood, CA, 90270 and at a site via Proposition 39.

### **II. CRITERIA FOR MATERIAL REVISIONS**

Material Revisions are governed by the same standards and criteria that apply to new petitions (See Ed. Code, §§47605 and 47607), and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Ed. Code, §47607(a)(3) and (b).) Staff must determine whether the charter, as amended, would be reasonably comprehensive, educationally sound, and demonstrably likely to be successfully implemented. If the Material Revision contains a request to expand to one or more additional sites, or to add grade levels, staff must also determine whether the charter school is demonstrably likely to serve the interests of the entire community in which the school is proposing to locate. (Ed. Code, § 47605(c)(7); Ed. Code, § 47607(a)(4)), and whether LAUSD is positioned to absorb the fiscal impact of the charter school expansion. (Ed. Code, § 47605(c)(8); Ed. Code § 47607(a)(4).)

### **III. GENERAL SCHOOL INFORMATION**

#### **A. School History**

	<b>KIPP Pueblo Unido</b>
<b>Initial Authorization:</b>	On November 7, 2017, KIPP Pueblo Unido was authorized by the LAUSD Board of Education to serve 1,050 students in grades TK-8, with a charter term starting July 1, 2019.
<b>Most Recent Renewal</b>	Not Applicable  Effective July 1, 2021, Assembly Bill 130 [codified, in part, as Education Code section 47607.4] extends the terms of all charter schools whose terms expire on or between January 1, 2022, and June 30, 2025, inclusive, by two years. Thus, by operation of law, the charter term for KIPP Pueblo Unido expires June 30, 2026.
<b>Approved Material Revisions of Current Charter:</b>	Not Applicable
<b>Board Benchmarks in Current Charter Term:</b>	Within thirty days of approval of the petition, Charter School shall complete its outstanding petition revisions and submit to the Charter Schools Division an updated petition that addresses the following:

	<b>KIPP Pueblo Unido</b>
	<ul style="list-style-type: none"> <li>• Full implementation of both integrated and designated ELD instruction which is consistent with state and federal guidelines. The description shall include strategies for meeting the needs of English Learners at the emerging, expanding and bridging levels of proficiency, and daily schedules that show frequency and duration of designated ELD.</li> <li>• Establishment and operation of a School Site Council (SSC) in accordance with state and federal requirements.</li> <li>• Acknowledgement that the petition will conform to the provisions within the District's Required Language ("DRL") (October 26, 2017 updated version).</li> <li>• Language acknowledging the Board's purview to adopt policies applicable to charter schools at any time or have applicable charter policies amended to reflect any change in law during the term of the Charter including a statement that the Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools as they may be amended from time to time.</li> <li>• Language to ensure that procedures necessary, appropriate, and efficient for the resolution of disputes be included in the petition including the mandatory dispute resolution provisions contained in the DRL (October 26, 2017 updated version).</li> <li>• Language to ensure the clear and transparent requirements for the safe and lawful use and occupancy of District and non-District sites for the safety of students and staff, including the following provisions in the Facilities provisions in the DRL (October 26, 2017 updated version): <ul style="list-style-type: none"> <li>○ Statement that the Charter School will comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).</li> <li>○ Statement that if the Charter School occupies a District owned facility, it would execute an agreement with the District for the use of the facilities as a condition of Board approval and prior to occupancy.</li> <li>○ Statement that the use of District facilities pursuant to Education Code 47614 shall be provided through an annual process.</li> </ul> </li> </ul>

	<b>KIPP Pueblo Unido</b>
	<ul style="list-style-type: none"> <li>○ Statement regarding terms for a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process shall not exceed five years.</li> <li>○ Statement that programs, services, and activities outside the instructional program including third party vendors may be subject to license, permit, or any other agreement.</li> <li>○ Statement that prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school; and that Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit.</li> <li>○ Statement that the charter school's school site and/or facility will comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements.</li> <li>○ Statement that the Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency and that the Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.</li> <li>○ Statement that the Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.</li> <li>○ Statement that the Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763.</li> </ul> <p>KIPP Pueblo Unido met all of its benchmarks within the requisite timeline.</p>

	<b>KIPP Pueblo Unido</b>
<b>Material Revision Application:</b>	The processing of KIPP Pueblo Unido's complete material revision application commenced on January 12, 2023. Pursuant to the <i>LAUSD Policy and Procedures for Charter Schools</i> , the 120-day timeline (for presenting the material revision once processing commences) runs through May 12, 2023.

## B. Educational Program

	<b>KIPP Pueblo Unido</b>
<b>Key Features of Educational Program:</b>	<p>KIPP Pueblo Unido offers a TK-8 educational program, which includes the following features:</p> <ul style="list-style-type: none"> <li>♦ Calm Classroom, a mindfulness-based social and emotional learning program composed of three-minute scripted mindful breathing, stretching, and relaxation techniques presented to students by the entire school staff.</li> <li>♦ Character education throughout the school year, focusing on the traits of Zest, Grit, Optimism, Self-Control, Gratitude, Social Intelligence, and Curiosity.</li> <li>♦ Rotational blended learning model in Math and ELA which provides students with access to adaptive software programs, independent work, and targeted small group instruction.</li> </ul>
<b>Master Plan for English Learners and Standard English Learners:</b>	<p>KIPP Pueblo Unido implements its own English Learner Master Plan which includes the following features:</p> <ul style="list-style-type: none"> <li>♦ Enhanced language acquisition through lesson design which incorporates a variety of learning modalities (kinesthetic, auditory, and visual).</li> <li>♦ Structured, explicit language instruction.</li> <li>♦ Teachers use Specially Designed Academic Instruction in English ("SDAIE") strategies to enhance the English Language development of all students.</li> </ul>
<b>Special Education SELPA</b>	KIPP Pueblo Unido participates in LAUSD Special Education Local Plan Area (SELPA) Option 3.

## C. Student Enrollment and Population

KIPP Pueblo Unido 2021-2022 Enrollment by Ethnicity and Student Group																	
Enrollment	F/R Meal	GATE	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Migrant Education	Native Hawaiian or Pacific Islander	Not Reported	Socio-economically Disadvantaged	Students with Disabilities	Two or More Races	White
428	88.3%	0.0%	0.0%	0.0%	3.7%	32.2%	0.0%	0.9%	1.4%	94.6%	0.0%	0.0%	0.7%	88.3%	17.3%	0.2%	0.7%

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/sd/filesenr.asp>

#### **D. Charter School Operator**

KIPP Pueblo Unido is operated by KIPP SoCal Public Schools, a California nonprofit public benefit corporation that also operates 16 other LAUSD-authorized charter schools.

#### **IV. STAFF REVIEW AND ASSESSMENT**

Based on a comprehensive review of the material revision application, staff has determined that the charter school has met the standards and criteria for approval. Staff analysis includes the following:

**A. Does the petition, as revised, include a sound educational program, a reasonably comprehensive description of the 15 elements required for petitions, an affirmation of each of the conditions described in Education Code section 47605(e), and are petitioners likely to successfully implement the program set forth in the petition?**

Yes, the petition, as amended, presents a sound educational program; a reasonably comprehensive petition with the requisite affirmations and the Federal, State, and District Required Language; and petitioners are likely to successfully implement the educational program for its targeted student population. The petition, as proposed through its revisions, is consistent with applicable legal, District policy and other requirements, and sufficiently addresses, including but not limited to, the identification of appropriate performance targets and description of an instructional program aligned to state performance standards and the salient needs of the target student population.

The charter school's record of performance during the term of the charter is addressed below under the following specific factors:

#### **1. *Student Achievement and Educational Performance***

##### **a. Summary**

KIPP Pueblo Unido was not provided a 2020 California Department of Education (CDE) Performance Classification due to limited data as its first year of operation was in 2019-2020. KIPP Pueblo Unido implements a slow-growth model, having rolled out its TK-K grade program in the 2019-2020 school year and its 1<sup>st</sup> and 6<sup>th</sup> grade program in the 2020-2021 school year. Thus, the first opportunity for state testing with the CAASPP (SBAC) was the 2020-2021 school year. Given that KIPP Pueblo Unido does not have at least two years of data, the charter school did not receive a 2020 CDE Performance Classification.

Please see discussion of the charter school's record of academic performance below. Updated CDE Performance Levels from the state are not available at this time.

##### **b. Measurements of Academic Performance on the California School Dashboard**

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). Performance levels will be reported based on the 2021-2022 school year data using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High).

KIPP Pueblo Unido							
Year	ELA	Math	EL Progress Indicator *	College / Career Indicator	Chronic Absenteeism	Graduation Rate	Suspension Rate
2022	Very Low	Very Low	Low	N/A	Very High	N/A	Very Low

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ds/sd/sd/>



Please see attached *KIPP Pueblo Unido* Data Set.

c. English Language Arts Academic Indicator

Distance from Standard Schoolwide and Numerically Significant Student Groups:

KIPP Pueblo Unido ELA (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator						
Student Group	Number of Students with Scores	School 2022 Average DFS	School 2022 Status Level	State 2022 Average DFS	State 2022 Status Level	School to State DFS Comparison
All Students	95	-81.2	Very Low	-12.2	Low	Lower
English Learner	33	-122.8	Very Low	-61.2	Low	Lower
Latino	80	-74.2	Very Low	-38.6	Low	Lower
Socioeconomically Disadvantaged	88	-85.0	Very Low	-41.4	Low	Lower

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ds/sd/sd/>

Due to requirements under AB 130, the CDE can only display the most current year of data (or Status) on the 2022 Dashboard. Therefore, every Local Educational Agency (LEA), school, and student group will receive one of five Status levels on the 2022 Dashboard based on 2021–2022 school year, ranging from Very High, High, Medium, Low, and Very Low. Change levels and performance colors are not reported.

As seen in the above table, in 2022, in English Language Arts (ELA), the charter school's Distance from Standard (DFS) was lower than the state's DFS.

In 2022, the charter school had three numerically significant student groups (English Learner, Latino, and Socioeconomically Disadvantaged) in ELA. The charter school's numerically significant student groups performed lower than the state's DFS for those student groups.

KIPP SoCal Public Schools's leadership shared its plan to improve student achievement in ELA which includes the following actions implemented this year:

- ◆ Return to an in-person intervention-based approach which includes small group and one-on-one intervention, adaptive blended learning, exit tickets, and formative and summative assessments.
- ◆ Provide professional development to learn KIPP SoCal Public Schools' lesson planning process, with rubrics to support onboarding teachers (which includes, Common Core aligned standard, lesson objective, key points, connections to prior knowledge, objective, assessment, and homework).
- ◆ Supplement core curriculum with a leveled literacy program to provide support on sight words, fluency, target literacy skills, guide small-group intervention, designate reading levels and pair students with leveled texts.
- ◆ Provide students with meaningful opportunities to discuss content through think-pair share, think-write-pair share, and/or small group discussion, which allows for teachers to provide real-time feedback while using content-specific academic vocabulary.

<b>KIPP Pueblo Unido 2021-2022 English Language Arts Indicator Participation Rate By Student Group</b>			
<b>All Students</b>	<b>English Learner</b>	<b>Latino</b>	<b>Socioeconomically Disadvantaged</b>
<b>98%</b>	<b>100%</b>	<b>98%</b>	<b>98%</b>

Participation Rate Report above displays the percent of students tested by content area for the numerically significant student groups. The Every Student Succeeds Act (ESSA) requires districts and schools to test at least 95 percent of all students and student groups in English language arts and mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. Beginning with the 2022 Dashboard, California will assign the [Lowest Obtainable Scale Score \(LOSS\)](#) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS).

In 2022 in ELA, the charter school met the participation rates (95%) schoolwide and for its numerically significant student groups (English Learner, Latino, Socioeconomically Disadvantaged).

### **Internal Assessment Data**

The charter school provided data from Northwest Education Association (NWEA) Measures of Academic Progress (MAP) Student Growth Summary Report and Renaissance Star Assessment in ELA for 2021-2022.

As a reference, Every Student Succeeds Act (ESSA) requires that all schools and student groups meet the 95 percent participation requirement for English language/arts/literacy (ELA) and Math. KIPP Pueblo Unido provided NWEA MAP ELA data for Kindergarten, 1<sup>st</sup>, and 2<sup>nd</sup> grade students. In 2021-2022 KIPP Pueblo Unido had a norm enrollment of 318 students in TK, Kindergarten, 1<sup>st</sup>, and 2<sup>nd</sup> grades. The NWEA MAP reports provided, indicated that the school had 274 growth events (number of students with valid growth test events for both terms) in ELA.

In reviewing the NWEA MAP data provided in ELA, KIPP Pueblo Unido's Fall 2021 to Spring 2022 NWEA MAP assessment shows that the Conditional Growth Index (CGI)<sup>1</sup> was -3.20 for Kindergarten students, -3.14 for 1<sup>st</sup> grade students, and -2.17 for 2<sup>nd</sup> grade students. Based on NWEA's CGI, KIPP Pueblo Unido failed to meet the 2021-2022 annual growth target for Kindergarten, 1<sup>st</sup>, and 2<sup>nd</sup> grade students.

<b>Conditional Growth Index</b>	<b>Reading CGI (distance from 0)</b>
<b>Kindergarten</b>	<b>-3.20</b>
<b>1<sup>st</sup> Grade</b>	<b>-3.14</b>
<b>2<sup>nd</sup> Grade</b>	<b>-2.17</b>

<sup>1</sup> NWEA's CGI indicates how many standard deviation units above or below the growth norm. A CGI of zero means a student showed gains that were equivalent to the growth norms. A positive CGI means a student's growth was above the norm, while a negative CGI means a student's growth was below the norm.

KIPP Pueblo Unido submitted Renaissance Star Assessment ELA data for the 6<sup>th</sup> and 7<sup>th</sup> grade students. However, the Renaissance Star Assessment ELA data submitted did not contain the information necessary to make a determination of academic performance as the reports did not cover the required reporting period of Fall 2021-2022 to Spring 2021-2022.

d. Math Academic Indicator

Distance from Standard Schoolwide and Numerically Significant Student Groups:

KIPP Pueblo Unido Math (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator						
Student Group	Number of Students with Scores	School 2022 Average DFS	School 2022 Status Level	State 2022 Average DFS	State 2022 Status Level	School to State DFS Comparison
All Students	95	-96.8	Very Low	-51.7	Low	Lower
English Learner	33	-145.1	Very Low	-92.0	Low	Lower
Latino	80	-89.7	Low	-83.4	Low	Lower
Socioeconomically Disadvantaged	88	-100.0	Very Low	-84.0	Low	Lower

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ds/sd/sd/>

Due to requirements under AB 130, the CDE can only display the most current year of data (or Status) on the 2022 Dashboard. Therefore, every Local Educational Agency (LEA), school, and student group will receive one of five Status levels on the 2022 Dashboard based on 2021–2022 school year, ranging from Very High, High, Medium, Low, and Very Low. Change levels and performance colors are not reported.

As seen in the above table, in 2022, the charter school's DFS was lower than the state's DFS schoolwide and for its student groups (English Learner, Latino, and Socioeconomically Disadvantaged).

KIPP SoCal Public Schools' leadership shared its plan to improve student achievement in Math which includes the following actions implemented this year:

- ◆ Targeted Math intervention in grades 5-8 which includes providing two teachers in each classroom during Math intervention.
- ◆ An emphasis in grades 5-8 on reteaching basic skills practice, and basic Math facts.
- ◆ The use of MAP results data to “pull-out” students 2-3 times per week for 20-25 minutes in grades TK-4.
- ◆ Provide professional development geared towards modeling Math skills and the use of the use manipulatives and white boards for guided and independent practice.
- ◆ Maintaining and updating a tracker to analyze student (grades 5-8) performance in data-dives, grade-level meetings, and one-on-one meetings.
- ◆ Schoolwide adoption of a two-week assessment cycle in Math, in which teachers provide an assessment, analyze the data, determine areas that need reteaching, and then repeat.

<b>KIPP Pueblo Unido 2021-2022 Mathematics Indicator Participation Rate By Student Group</b>			
<b>All Students</b>	<b>English Learner</b>	<b>Latino</b>	<b>Socioeconomically Disadvantaged</b>
<b>99%</b>	<b>100%</b>	<b>99%</b>	<b>99%</b>

Participation Rate Report above displays the percent of students tested by content area for the numerically significant student groups. The Every Student Succeeds Act (ESSA) requires districts and schools to test at least 95 percent of all students and student groups in English language arts and mathematics. It also requires states to factor the participation rate into the Academic Indicator For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. Beginning with the 2022 Dashboard, California will assign the [Lowest Obtainable Scale Score \(LOSS\)](#) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS).

In 2022 in Math, the charter school met the participation rates (95%) schoolwide and for its numerically significant student groups (English Learner, Latino, Socioeconomically Disadvantaged).

### **Internal Assessment Data**

The charter school provided data from a NWEA MAP Student Growth Summary Report in Math for 2021-2022.

As a reference, Every Student Succeeds Act (ESSA) requires that all schools and student groups meet the 95 percent participation requirement for English language/arts/literacy (ELA) and Math. KIPP Pueblo Unido provided NWEA MAP Math data for Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade students. In 2021-2022 KIPP Pueblo Unido had a norm enrollment of 430 students in TK, Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grades. The NWEA MAP reports provided, indicated that the school had 352 growth events (number of students with valid growth test events for both terms) in Math.

In reviewing the NWEA MAP data provided in Math, KIPP Pueblo Unido's Fall 2021 to Spring 2022 NWEA MAP assessment shows that the Conditional Growth Index (CGI)<sup>2</sup> was -2.80 for Kindergarten students, -3.08 for 1<sup>st</sup> grade students, -1.08 for 2<sup>nd</sup> grade students, -0.35 for 6<sup>th</sup> grade students, and -2.26 for 7<sup>th</sup> grade students. Based on NWEA's CGI, KIPP Pueblo Unido failed to meet the 2021-2022 annual growth target for Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade students.

<b>Conditional Growth Index</b>	<b>Math CGI (distance from 0)</b>
<b>Kindergarten</b>	<b>-2.80</b>
<b>1<sup>st</sup> Grade</b>	<b>-3.08</b>
<b>2<sup>nd</sup> Grade</b>	<b>-1.08</b>
<b>6<sup>th</sup> Grade</b>	<b>-0.35</b>
<b>7<sup>th</sup> Grade</b>	<b>-2.26</b>

<sup>2</sup> NWEA's CGI indicates how many standard deviation units above or below the growth norm. A CGI of zero means a student showed gains that were equivalent to the growth norms. A positive CGI means a student's growth was above the norm, while a negative CGI means a student's growth was below the norm.

e. English Learner Progress Academic Indicator

Percent of English Learners Making Progress Towards English Proficiency:

KIPP Pueblo Unido English Learner Progress Indicator - CA School Dashboard Indicator						
Student Group	Number of English Learner Students	School 2022 Percentage of English Learners making progress towards English proficiency	School 2022 Status Level	State 2022 Percentage of English Learners making progress towards English proficiency	State 2022 Status Level	School to State ELPI Comparison
English Learner	81	35.8%	Low	50.3%	Medium	Lower

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ds/sd/sd/>

As seen in the table above, the 2022 California School Dashboard indicates 35.8% of KIPP Pueblo Unido's English Learner students are making progress towards English proficiency, which is lower than the state at 50.3%. The Performance Level for the school is Low while the state's Performance Level is Medium.

KIPP SoCal Public Schools' leadership team shared the following strategies and interventions in order to support the increase of the percentage of the English Learners making progress towards English proficiency, which included:

- ◆ The use of real-time data to build speaking skills and provide strategic opportunities to boost English Learners' confidence and English fluency to process information before writing and synthesizing information, through:
  - The use of sentence starters to help in modeling academic discourse
  - Targeted question-and-answer time
  - Additional speaking opportunities in small collaborative groups
  - Weekly Community Circles as an opportunity for English Learners to use their voice to develop their confidence
- ◆ KIPP SoCal Public Schools intends to hire an interventionist (for the 2023-2024 school year) to provide additional support for students reading below grade level, with an emphasis on English Language Development instruction and to close literacy gaps.

ELPAC Participation Rate 2021-2022			
School	Number of EL Students Enrolled	Number of EL Students Tested	Percent of EL Students Tested
KIPP Pueblo Unido	137	133	97.1%

Schools that did not test at least 95 percent of their English learner population on the English Language Proficiency Assessments for California (ELPAC) are assigned a "Low" Status, unless they have a "Very Low" Status.

f. College/Career Academic Indicator

Not Applicable

g. Suspension Rate Indicator

Percentage of Students Suspended At Least Once Schoolwide and Numerically Significant Student Groups:

KIPP Pueblo Unido Suspension Rate Indicator - CA School Dashboard Indicator						
Student Group	Number of Students	School 2022 Percentage of Students suspended at least once	School 2022 Status Level	State 2022 Percentage of Students suspended at least once	State 2022 Status Level	School to State Suspension Rate Percentage Comparison
All Students	476	0.0%	Very Low	3.1%	Medium	Lower
English Learner	161	0.0%	Very Low	3.2%	Medium	Lower
Latino	445	0.0%	Very Low	3.3%	Medium	Lower
Socioeconomically Disadvantaged	415	0.0%	Very Low	4.0%	Medium	Lower
Students with Disabilities	92	0.0%	Very Low	5.4%	High	Lower

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ta/ac/cm/>

As indicated in the table above in 2022, the charter school's percentage of students suspended at least once was lower than the state schoolwide and for all student groups.

h. Graduation Rate Indicator [HS Only]

Not Applicable

i. Chronic Absenteeism Indicator

Percentage Schoolwide and Numerically Significant Student Groups:

KIPP Pueblo Unido Chronic Absenteeism - CA School Dashboard Indicator						
Student Group	Number of students enrolled who meet criteria	School 2022 Chronic Absenteeism Percentage	School 2022 Status Level	State 2022 Chronic Absenteeism Percentage	State 2022 Status Level	School to State Chronic Absenteeism Percentage Comparison
All Students	445	61.6%	Very High	30.0%	Very High	Higher
English Learner	156	61.5%	Very High	33.6%	Very High	Higher
Latino	420	60.7%	Very High	35.8%	Very High	Higher
Socioeconomically Disadvantaged	392	62.0%	Very High	37.4%	Very High	Higher
Students with Disabilities	90	67.8%	Very High	39.6%	Very High	Higher

Data Sources: California School Dashboard Research data files 2022 <https://www.cde.ca.gov/ta/ac/cm/>

As seen in the table above, in 2022, the charter school's Chronic Absenteeism percentage was higher than the state schoolwide and for all student groups.

KIPP SoCal Public Schools' leadership team shared the following strategies and interventions in order to reduce Chronic Absenteeism:

- ◆ Use of prevention strategies including:
  - Building strong relationships, use of personalized texts and calls to families of absent students, and tracking reasons for student absences.
  - Providing professional development on relationship building with students and implementing schoolwide structures to build those relationships, such as community circles.
  - Discussing attendance trends with all families through parent-teacher conferences.
- ◆ Use of KIPP SoCal Public Schools' multi-tiered intervention system which includes:



- Tier-I: targeted to students at or approaching chronic absenteeism. The operations team makes and tracks weekly personalized phone calls to students and their families, culminating with a parent-teacher conference to discuss attendance trends.
- Tier-II: targeted to students whose attendance has declined (unrelated to quarantine or isolation protocols). The school staff identifies these students and schedules a meeting with the students' families to identify barriers and create proactive plans to ensure improvement. The team continues to monitor to ensure improvement and follows-up as needed.
- Tier-III: targeted to students not showing improvement and have already received Tier-II interventions. School staff conducts home visits and discusses potential grade-level retention.

j. English Learner Performance  
Reclassification Rates:

Year	Students Redesignated FEP	KIPP Pueblo Unido	State	School to State RFEP Comparison
2019-2020	2018-2019 Number of English Language Learners	0	1,195,988	Lower
	2019-2020 Number of Students Reclassified	0	164,653	
	2019-2020 Reclassification Rate	0.0%	13.8%	
2020-2021	2019-2020 Number of English Language Learners	64	1,148,024	Lower
	2020-2021 Number of Students Reclassified	0	79,667	
	2020-2021 Reclassification Rate	0.0%	6.9%	

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/ad/filesreclass.asp>

In 2019-2020, KIPP Pueblo Unido's reclassification rate was not available as this was the school's first year of operation (reflected above as 0.0%).

In 2020-2021, KIPP Pueblo Unido's reclassification rate of 0.0% was lower than the state's rate of 6.9%.

As of the writing of this report, the 2021-2022 reclassification rate data has not yet been published by the state.

KIPP SoCal Public Schools leadership attributes the low rate of reclassification to (a) insufficient student performance data to meet reclassification criteria; (b) difficulty of adapting English Learner instruction for distant learning; (c) barriers to remote instruction, specifically creating at-home learning environments; and (d) English Learners having less exposure to the English Language. KIPP SoCal Public Schools' plan for improving reclassification rates includes the strategies and intervention identified in the section above to increase the percentage of the English Learners making progress towards English proficiency. Additionally, KIPP SoCal Public Schools' leadership shared that the parents

of English Learners have been provided with strategies to promote reading, listening, and speaking at home.

KIPP Pueblo Unido's reclassification criteria is as follows:

- ◆ Demonstrate academic English proficiency on the English Language Proficiency Assessment, or an alternate assessment as required by the student's IEP or Section 504 Plan. KIPP SoCal will follow the recommendation from the State Board of Education to determine proficiency levels.
- ◆ Demonstrate ELA proficiency on one of the following assessments:
  - CAASPP ELA (grades 3-8) - a score of 3-4 for general education students, or a score of 2-4 for Special Education students.
  - NWEA MAP Reading assessment - a score in the 50th percentile or above for grades K-8.
  - iReady Reading assessment – a score in the 50<sup>th</sup> percentile or above for grades K-8.
  - STAR Reading assessment – a score in the 50<sup>th</sup> percentile or above for grades K-8.
- ◆ Teacher Recommendation
  - Grades K-4 ELA grade of 2 or higher (out of 5) or higher in the most recent quarter.
  - Grades 5-8 require a passing final ELA grade of “C” or better in the most recent quarter.
- ◆ Parent Recommendation  
Parent or guardian approval to exit from the English Learner program, after the student has met the first 3 criteria.

Long-term English Learners and “At-Risk” Rates:

English Learners	2020-2021				2021-2022			
	KIPP Pueblo Unido		State		KIPP Pueblo Unido		State	
	Enrollment	Percent	Enrollment	Percent	Enrollment	Percent	Enrollment	Percent
<b>LTEL 6+ Years</b>	<b>12</b>	<b>15.4%</b>	<b>361,482</b>	<b>17.1%</b>	<b>26</b>	<b>15.4%</b>	<b>379,290</b>	<b>18.1%</b>
<b>At-Risk 4-5 Years</b>	<b>1</b>	<b>1.3%</b>	<b>214,740</b>	<b>10.1%</b>	<b>2</b>	<b>1.2%</b>	<b>211,055</b>	<b>10.1%</b>

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/sd/filesenr.asp>

In 2020-2021, KIPP Pueblo Unido's percentage of Long-term English Learners (LTELs) was 15.4%, compared to the state's rate of 17.1%. In 2021-2022, the charter school's percentage was 15.4%, compared to the state's 18.1%. In 2020-2021, KIPP Pueblo Unido's percentage of “At-Risk” was 1.3%, compared to the state's 10.1%. In 2021-2022, the charter school had 1.2% “At-Risk” compared to the state's 10.1%.

## 2. Annual Oversight Results

### a. Student Achievement and Educational Performance

KIPP Pueblo Unido did not receive a rating in the category of Student Achievement and Educational Performance on its annual oversight evaluation reports for the last two years.

In 2020-2021 KIPP Pueblo Unido did not receive a rating in this category because the school did not have enough data to evaluate the majority of the indicators.

Due to the COVID-19 pandemic, state law suspended the reporting of state indicators on the 2021 Dashboard. Accordingly, a “No Rating” was issued in the Student Achievement

and Educational Performance category for the 2021-2022 Annual Performance-Based Oversight Report.

	2020-2021	2021-2022
<b>Annual Oversight Evaluation Report Rating in Category of Student Achievement and Educational Performance</b>	No Rating	No Rating

\*Note: The annual oversight rating represents the Charter Schools Division staff evaluation of the school's performance as outlined in the Annual Performance-Based Oversight Visit Report on or about the date of the annual oversight visit.

b. Governance

KIPP Pueblo Unido has earned the rating of *Accomplished* in the category of Governance on its annual oversight evaluation reports over the past two years and has no unresolved governance issues pending.

	2020-2021	2021-2022
<b>Annual Oversight Evaluation Report Rating in Category of Governance</b>	4 Accomplished	4 Accomplished

\*Note: The annual oversight rating represents the Charter Schools Division staff evaluation of the school's performance as outlined in the Annual Performance-Based Oversight Visit Report on or about the date of the annual oversight visit.

c. Organizational Management, Programs, and Operations

KIPP Pueblo Unido has earned the ratings of *Accomplished* and *Developing* in the category of Organizational Management, Programs, and Operations on its annual oversight evaluation reports for the last two years and has no unresolved operations issues pending.

The rating of "2" (*Developing*) in the 2021-2022 Annual Performance-Based Oversight Visit Report was based on the findings that two of the school's employees failed to complete child abuse mandated reporter training in accordance with Education Code section 44691. For the 2022-2023 academic year, the school has completed child abuse mandated reporter training for all of their employees in accordance with Education Code section 44691. The CSD continues to monitor KIPP Pueblo Unido's performance in this category as part of the annual oversight.

	2020-2021	2021-2022
<b>Annual Oversight Evaluation Report Rating in Category of Organizational Management, Programs, and Operations</b>	4 Accomplished	2 Developing

\*Note: The annual oversight rating represents the Charter Schools Division staff evaluation of the school's performance as outlined in the Annual Performance-Based Oversight Visit Report on or about the date of the annual oversight visit.

i. Access and Equity

KIPP Pueblo Unido 2021-2022 Enrollment by Ethnicity and Student Group																		
School	Enrollment	F/R Meal	GATE	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Migrant Education	Native Hawaiian or Pacific Islander	Not Reported	Socio-economically Disadvantaged	Students with Disabilities	Two or More Races	White
KIPP Pueblo Unido	428	88.3%	0.0%	0.0%	0.0%	3.7%	32.2%	0.0%	0.9%	1.4%	94.6%	0.0%	0.0%	0.7%	88.3%	17.3%	0.2%	0.7%
Statewide	5,892,240	57.8%	N/A	0.5%	9.5%	5.1%	19.1%	2.3%	0.5%	2.9%	55.9%	0.7%	0.4%	1.0%	59.6%	12.7%	4.3%	21.7%
Los Angeles Unified	548,338	80.2%	8.5%	0.1%	3.5%	7.3%	21.3%	1.8%	0.7%	1.4%	74.5%	0.1%	0.2%	1.0%	81.4%	13.6%	1.7%	9.7%

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/sd/filesenr.asp>

ii. Special Education

KIPP Pueblo Unido 2021-2022 Enrollment by Disability																		
School	OCT 2021 Enroll #	Sp Ed Enroll #	Sp Ed Enroll %	% High Incidence	% Low Incidence	# AUT	# DB	# DEAF	# ED	# EMD	# HOH	# ID	# OHI*	# OI	# SLD*	# SLI*	# TBI	# VI
KIPP Pueblo Unido	428	74	17.3%	71.6%	28.4%	19	0	0	0	0	1	1	8	0	19	26	0	0
Statewide	5,892,240	745,513	12.7%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Los Angeles Unified	548,338	74,435	13.6%	69.2%	30.8%	14,986	4	240	1,278	1	1,052	3,564	10,139	1,429	29,207	12,183	69	267

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and CALPADS County Authorizing LEA Report 1.1 Enrollment by Primary Status.

According to 2021 CALPADS Fall 1 Certified Student Profile List Report, KIPP Pueblo Unido has a 17.3% Special Education enrollment, which is higher than the state's percentage of 12.7%, and higher than the District's percentage of 13.6%. The CSD has conferred with staff in the Division of Special Education, and no concerns have been noted at this time.

iii. Additional Information

Per KIPP SoCal Public Schools' leadership, closing KIPP Pueblo Unido's 5–8 program will allow the school to focus on the TK–4 enrollment to secure the school's long-term financial sustainability. This focus on TK–4 enrollment, as well as KIPP Pueblo Unido's stable leadership, continued family engagement and support, and approach to budgeting, will support in the school's implementation of its charter and fulfilling KIPP SoCal Public Schools' mission.

d. Fiscal Operations

KIPP Pueblo Unido has earned the ratings of *Proficient* and *Accomplished* in the category of Fiscal Operations on its annual oversight evaluation reports for the last two years and has no unresolved fiscal issues pending.

During the 2021-2022 oversight visit, the CSD noted that the school's internal controls and processes were generally in place and implemented in practice.

	2020-2021	2021-2022
Annual Oversight Evaluation Report Rating in Category of <b>Fiscal Operations</b>	3 Proficient	4 Accomplished

\*Note: The annual oversight rating represents the Charter Schools Division staff evaluation of the school's performance as outlined in the Annual Performance-Based Oversight Visit Report on or about the date of the annual oversight visit.

3. ***Fiscal Management and Performance***

a. Fiscal Condition

KIPP Pueblo Unido's fiscal condition is positive and has been upward trending since the 2019-2020 fiscal year. According to the 2021-2022 independent audit report, the school had positive net assets of \$322,078 and net income of \$84,314. The 2022-2023 First Interim projects positive net assets and net income

	2018-2019 (Audited Actuals)	2019-2020 (Audited Actuals)	2020-2021 (Audited Actuals)	2021-2022 (Audited Actuals)	2022-2023 (Frist Interim)
Net Assets	N/A	\$205,638	\$237,764	\$322,078	\$344,409
Net Income/Loss	N/A	\$95,040	\$32,126	\$84,314	\$22,331
Transfers In/Out	N/A	\$0	\$0	\$0	\$0
Prior Year Adjustment(s)	N/A	\$0	\$0	\$0	\$0

b. 2021-2022 Independent Audit Report

Audit Opinion: Unmodified/Unqualified

Material Weaknesses: None Reported

Deficiencies/Findings: Yes (Please see further information below.)

Lack of a Going Concern: None Reported

The KIPP SoCal Public Schools' 2021-2022 independent audit report indicated an audit finding regarding non-compliance of independent study agreement requirements for its Independent Study Program for 11 KIPP SoCal Public Schools' charter schools, nine of which are authorized by LAUSD, which includes KIPP Pueblo Unido. The estimated questioned cost was \$13,428 for KIPP Pueblo Unido and a total of \$101,895 for the 11 charter schools identified in this audit. The audit report indicated that some of the written agreements were not obtained and some of the elements required by statute (Education Code section 51747(g)) were lacking in the written agreements, (e.g., a lack of master agreement, a lack of an end date, etc.). Based on KIPP SoCal Public Schools' response, effective July 2022, the charter operator established procedures to ensure multiple reviews of the agreements including a final review by the resident in-house counsel before and after the execution of the agreements. Additionally, KIPP SoCal Public Schools stated that they established filing procedures to securely store both electronic and hard files, and internal controls for periodic audits to ensure all documentation is in place and is in line with the established procedures and governing laws. The CSD will continue to monitor this issue through oversight.

c. Other Significant Fiscal Information

The school's reported Norm Enrollment was 101, 304, 430, and 345 for Fiscal Years 2019-2020, 2020-2021, 2021-2022, and 2022-2023, respectively, representing an accumulated growth in enrollment of 244 students since Fiscal Year 2019-2020. However, the school's 2022-2023 Norm Enrollment has declined by 85 students (or 20%) since the prior fiscal year. KIPP SoCal Public Schools explains that the decline in enrollment was primarily due to school leader transitions and facilities. Specifically, KIPP SoCal Public Schools asserted that school leaders for KIPP Pueblo Unido's lower grade levels and upper grade levels both transitioned in 2021-2022 and 2022-2023, which caused some enrollment challenges. Additionally, the school was offered two Proposition 39 sites in neighborhoods that are distinct from its other privately leased location. The distance between these sites was cited as a main reason for families to disenroll and for prospective families to not enroll.

As noted above, KIPP Pueblo Unido's proposed material revision is to remove grades 5-8 and reduce its enrollment capacity to 560 students. The school has projected enrollment through the remainder of its current charter term (i.e., Fiscal Years 2023-2024, 2024-2025, and 2025-2026) to be 444, 492, and 560 students, respectively. Please see the breakdown by grade below:

Grade	2022-23	2023-24	2024-25	2025-26
	Norm	Projection		
Enrollment By Grade				
TK	12	24	24	24
K	50	84	100	112
1	68	84	100	112
2	72	84	100	112
3	69	84	84	100
4	0	84	84	100
5	0	0	0	0
6	10	0	0	0
7	29	0	0	0
8	35	0	0	0
Total	345	444	492	560

The school shared its plans to focus on outreach to the community, should this material revision be approved, to highlight its sites and focus on grades TK-4.

According to KIPP SoCal Public Schools independent audit report for the fiscal year ended June 30, 2022, KIPP SoCal Public Schools, its related entities, and its charter schools reported positive net assets of \$141,577,843 and net income of \$34,172,002. KIPP SoCal Public Schools, without its related entities and its charter schools, reported positive net assets of \$71,106,240 and net income of \$2,799,909.

During 2021-2022, KIPP Pueblo Unido paid annual management fees of 15% to KIPP SoCal Public Schools for administrative services such as: academic programming, accounting, advocacy and community engagement, budget development and support, compliance, data and analytics, facilities maintenance, fundraising and marketing, human resources, legal services and credentialing, operations support, payroll, talent development, technology support and maintenance, and teacher recruitment & credentialing. These management fees were calculated based on the total revenues of the schools it operates (less any donations received from KIPP SoCal Public Schools). In addition, KIPP Pueblo Unido pays the KIPP Foundation an annual fee equivalent to either 1% of its state and local per pupil funding or \$30,000, whichever is lower, for the right to use the Foundation's trademark.

- B. Does the Petition Contain a Declaration of Whether or Not the Charter School Shall Be Deemed the Exclusive Public Employer of the Employees of the Charter School Community?**  
*Yes, the petition contains the required declaration.*



## KIPP Pueblo Unido

### Academic Performance - English Language Arts

This report shows the performance levels for a single state indicator, English Language Arts, for all student groups. It shows the current year, Status level. Status levels range from Very High, High, Medium, Low, and Very Low for all state measures based on the 2021-22 school year data. A single (\*) and a single dash (-) shows that the student group has fewer than 11 students, for that reason the Status and Status level are not reported for privacy reasons. For student groups with 11-29 students, the Status is reported but the Status level is not reported. A double dash (-) means that data is not currently available. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless students, to receive a status level for each student group.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

ELA (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator										
RG	BD	Location Code	School	Student Group	Number of Students with Scores	School 2022 Average DFS	School 2022 Status Level	State 2022 Average DFS	State 2022 Status Level	School to State DFS Comparison
E	5	5267	KIPP Pueblo Unido	All Students	95	-81.2	Very Low	-12.2	Low	Lower
				American Indian or Alaska Native	0	--	--	-49.3	Low	--
				Asian	0	--	--	63.0	Very High	--
				Black or African American	13	-127.6	No Performance Level	-57.7	Low	--
				English Learner	33	-122.8	Very Low	-61.2	Low	Lower
				Filipino	0	--	--	42.9	High	--
				Foster Youth	*	-	No Performance Level	-85.6	Very Low	--
				Homeless	*	-	No Performance Level	-62.9	Low	--
				Latino	80	-74.2	Very Low	-38.6	Low	Lower
				Native Hawaiian or Pacific Islander	0	--	--	-29.1	Low	--
				Socioeconomically Disadvantaged	88	-85.0	Very Low	-41.4	Low	Lower
				Students with Disabilities	24	-151.4	No Performance Level	-97.3	Very Low	--
				Two or More Races	0	--	--	25.1	High	--
				White	*	-	No Performance Level	21.9	High	--

Participation Rate Report below displays the percent of students tested by content area. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English language arts and mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, beginning with the 2022 Dashboard, California will assign the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS).

English Language Arts Indicator Participation Rate By Student Group														
	All Students	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Hawaiian or Pacific Island	Socioeconomically Disadvantaged	Students with Disabilities	Two or More Races	White
Percent of students tested in 2022 **	98%			100%	100%		100%	100%	98%		98%	96%		100%
Participation Rate Met 2022 *	Yes			Yes	Yes		Yes	Yes	Yes		Yes	Yes		Yes

\* Note: An asterisk (\*) indicates that the student group consists of less than 11 students, the minimum size for reporting.

\*\* Whole number rounding is used for the participation rate.

## KIPP Pueblo Unido

### Academic Performance - Math

This report shows the performance levels for a single state indicator, Mathematics, for all student groups. It shows the current year, Status level. Status levels range from Very High, High, Medium, Low, and Very Low for all state measures based on the 2021-22 school year data. A single (\*) and a single dash (-) shows that the student group has fewer than 11 students, for that reason the Status and Status level are not reported for privacy reasons. For student groups with 11-29 students, the Status is reported but the Status level is not reported. A double dash (-) means that data is not currently available. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless students, to receive a status level for each student group.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Math (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator										
RG	BD	Location Code	School	Student Group	Number of Students with Scores	School 2022 Average DFS	School 2022 Status Level	State 2022 Average DFS	State 2022 Status Level	School to State DFS Comparison
E	5	5267	KIPP Pueblo Unido	All Students	95	-96.8	Very Low	-51.7	Low	Lower
				American Indian or Alaska Native	0	--	--	-90.4	Low	--
				Asian	0	--	--	48.4	Very High	--
				Black or African American	13	-144.4	No Performance Level	-106.9	Very Low	--
				English Learner	33	-145.1	Very Low	-92.0	Low	Lower
				Filipino	0	--	--	2.7	High	--
				Foster Youth	*	-	No Performance Level	-126.3	Very Low	--
				Homeless	*	-	No Performance Level	-101.8	Very Low	--
				Latino	80	-89.7	Low	-83.4	Low	Lower
				Native Hawaiian or Pacific Islander	0	--	--	-71.3	Low	--
				Socioeconomically Disadvantaged	88	-100.0	Very Low	-84.0	Low	Lower
				Students with Disabilities	24	-182.6	No Performance Level	-130.8	Very Low	--
				Two or More Races	0	--	--	-9.9	Medium	--
				White	*	-	No Performance Level	-13.4	Medium	--

Participation Rate Report below displays the percent of students tested by content area. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English language arts and mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, beginning with the 2022 Dashboard, California will assign the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS).

Mathematics Indicator Participation Rate By Student Group														
	All Students	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Hawaiian or Pacific Islander	Socioeconomically Disadvantaged	Students with Disabilities	Two or More Races	White
Percent of students tested in 2022 **	99%			100%	100%		67%	100%	99%		99%	96%		100%
Participation Rate Met 2022 *	Yes			Yes	Yes		No	Yes	Yes		Yes	Yes		Yes

\* Note: An asterisk (\*) indicates that the student group consists of less than 11 students, the minimum size for reporting.

\*\* Whole number rounding is used for the participation rate.

Data Sources: California School Dashboard Research data files 2022

English Learner Progress Indicator (ELPI)

This report shows the percentage of current EL students making progress towards English language proficiency or maintaining the highest level. ELs take the ELPAC annually to measure their progress towards English language proficiency. The ELPAC has four performance levels. The four ELPAC performance levels are divided into six ELPI levels to determine whether ELs made progress toward English language proficiency. Due to the restrictions imposed by Assembly Bill 130, California is required to only report current year data (or Status) for the 2022 Dashboard. Results will fall into one of five Status levels, ranging from "Very High" to "Very Low." An asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students, for that reason the Status and Status level are not reported for privacy reasons. For student groups with 11-29 students, the Status is reported but the Status level is not reported. A double dash (-) means that data is not currently available.

**Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.**

English Learner Progress Indicator - CA School Dashboard Indicator										
RG	BD	Location Code	School	Student Group	Number of English Learner Students	School 2022 Percentage of English Learners making progress towards English proficiency	School 2022 Status Level	State 2022 Percentage of English Learners making progress towards English proficiency	State 2022 Status Level	School to State ELPI Comparison
E	5	5267	KIPP Pueblo Unido	English Learner	81	35.8%	Low	50.3%	Medium	Lower

**Note: LEAs and schools that did not test at least 95 percent of their English learner population on the English Language Proficiency Assessments for California (ELPAC) are assigned a "Low" Status, unless they have a "Very Low" Status. Number of English Learners: '0 to 10'=Fewer than 11 EL students have an overall PL on ELPAC SA in both prior and current years (Status rate and level are suppressed) '11 to 29'=Number of EL students with overall PL on ELPAC SA in both prior and current years is 11 thru 29 (Status rate and level are reported but are not used for accountability) '30 and Up'=At least 30 EL students have an overall PL on ELPAC SA in both prior and current years (status rate and level are reported and will be used for accountability)**

	ELPAC Participation
School tested less than 95% of EL Students	No
Note: Schools that did not test at least 95 % of their English learner population on the ELPAC are assigned a "Low" Status, unless they have a "Very Low" Status.	

\* Note: An asterisk (\*) indicates that the student group consists of less than 11 students, the minimum size for reporting.

2022 Student English Language Acquisition Results		
The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.		
School		
KIPP Pueblo Unido		State
ELs Who Progressed at Least One ELPI Level	34.6%	47.5%
ELs Who Maintained ELPI Level 4	1.2%	2.8%
ELs Who Maintained ELPI Level 1, 2L, 2H, 3L, 3H	24.7%	31.4%
ELs Who Decreased at Least One ELPI Level	39.5%	18.3%

Data Sources: California School Dashboard Research data files 2022

## KIPP Pueblo Unido

### Chronic Absenteeism

This report displays the percentage of students in Kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled. Due to the restrictions imposed by Assembly Bill 130, California is required to only report current year data (or Status) for the 2022 Dashboard. Results will fall into one of five Status levels, ranging from "Very High" to "Very Low." Note: The Status levels are reversed for the Chronic Absenteeism Indicator in comparison to other state measures, and the goal is to have a low rate of student absence. An asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students, for that reason the Status and Status level are not reported for privacy reasons. For student groups with 11-29 students, the Status is reported but the Status level is not reported. A double dash (--) means that data is not currently available.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Chronic Absenteeism - CA School Dashboard Indicator										
RG	BD	Location Code	School	Student Group	Number of students enrolled who meet criteria	School 2022 Chronic Absenteeism Percentage	School 2022 Status Level	State 2022 Chronic Absenteeism Percentage	State 2022 Status Level	School to State Chronic Absenteeism Percentage Comparison
E	5	5267	KIPP Pueblo Unido	All Students	445	61.6%	Very High	30.0%	Very High	Higher
				American Indian or Alaska Native	0	--	--	42.9%	Very High	--
				Asian	0	--	--	11.5%	High	--
				Black or African American	17	82.4%	No Performance Level	42.9%	Very High	--
				English Learner	156	61.5%	Very High	33.6%	Very High	Higher
				Filipino	0	--	--	16.2%	High	--
				Foster Youth	*	--	No Performance Level	42.1%	Very High	--
				Homeless	*	--	No Performance Level	45.1%	Very High	--
				Latino	420	60.7%	Very High	35.8%	Very High	Higher
				Native Hawaiian or Pacific Islander	0	--	--	43.9%	Very High	--
				Socioeconomically Disadvantaged	392	62.0%	Very High	37.4%	Very High	Higher
				Students with Disabilities	90	67.8%	Very High	39.6%	Very High	Higher
				Two or More Races	*	--	No Performance Level	25.1%	Very High	--
				White	*	--	No Performance Level	21.9%	Very High	--

Data Sources: California School Dashboard Research data files 2022

## KIPP Pueblo Unido Suspension Rate Indicator

Suspension Rate: The percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once. Due to the restrictions imposed by Assembly Bill 130, California is required to report current year data (or Status) only for the 2022 Dashboard. Results will fall into one of five Status levels, ranging from "Very High" to "Very Low." Note: The Status levels are reversed for the Suspension Rate Indicator in comparison to other state measures, and the goal is to have a low rate of student suspension. An asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students, for that reason the Status and Status level are not reported for privacy reasons. For student groups with 11-29 students, the Status is reported but the Status level is not reported. A double dash (--) means that data is not currently available.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Suspension Rate Indicator - CA School Dashboard Indicator										
RG	BD	Location Code	School	Student Group	Number of Students	School 2022 Percentage of Students suspended at least once	School 2022 Status Level	State 2022 Percentage of Students suspended at least once	State 2022 Status Level	School to State Suspension Rate Percentage Comparison
E	5	5267	KIPP Pueblo Unido	All Students	476	0.0%	Very Low	3.1%	Medium	Lower
				American Indian or Alaska Native	*	--	No Performance Level	6.4%	High	--
				Asian	0	--	--	0.9%	Very Low	--
				Black or African American	21	0.0%	No Performance Level	7.9%	High	--
				English Learner	161	0.0%	Very Low	3.2%	Medium	Lower
				Filipino	0	--	--	1.2%	Low	--
				Foster Youth	*	--	No Performance Level	12.4%	Very High	--
				Homeless	*	--	No Performance Level	5.5%	High	--
				Latino	445	0.0%	Very Low	3.3%	Medium	Lower
				Native Hawaiian or Pacific Islander	0	--	--	4.5%	Medium	--
				Socioeconomically Disadvantaged	415	0.0%	Very Low	4.0%	Medium	Lower
				Students with Disabilities	92	0.0%	Very Low	5.4%	High	Lower
				Two or More Races	*	--	No Performance Level	2.9%	Medium	--
				White	*	--	No Performance Level	2.6%	Medium	--

Data Sources: California School Dashboard Research data files 2022

KIPP Pueblo Unido  
Enrollment Report

This report displays CALPADS K-12 enrollment number and percentages of select student groups. Annual enrollment consists of the number of students primarily enrolled on Census Day (the first Wednesday in October). This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS). These data were reviewed and certified in CALPADS as being accurate by authorized district or school personnel. In order to certify data in CALPADS, authorized district or charter school personnel are required to review the accuracy of all data associated with the applicable CALPADS submission. The California Department of Education collects some data on GATE programs through the California Longitudinal Pupil Achievement Data System (CALPADS); however, this information is submitted by LEAs on a voluntary basis and it wouldn't necessarily be accurate as per CDE. Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE - Data Reporting Office at <http://www.cde.ca.gov/ds/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

2021-2022 Enrollment by Ethnicity and Student Group																					
RG	BD	Loc Code	School	Enrollment	F/R Meal	GATE	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Migrant Education	Native Hawaiian or Pacific Islander	Not Reported	Socio-economically Disadvantaged	Students with Disabilities	Two or More Races	White
E	5	5267	KIPP Pueblo Unido	428	88.3%	0.0%	0.0%	0.0%	3.7%	32.2%	0.0%	0.9%	1.4%	94.6%	0.0%	0.0%	0.7%	88.3%	17.3%	0.2%	0.7%
Statewide				5,892,240	57.8%	N/A	0.5%	9.5%	5.1%	19.1%	2.3%	0.5%	2.9%	55.9%	0.7%	0.4%	1.0%	59.6%	12.7%	4.3%	21.7%
Los Angeles Unified				548,338	80.2%	8.5%	0.1%	3.5%	7.3%	21.3%	1.8%	0.7%	1.4%	74.5%	0.1%	0.2%	1.0%	81.4%	13.6%	1.7%	9.7%

2020-2021 Enrollment by Ethnicity and Student Group																					
RG	BD	Loc Code	School	Enrollment	F/R Meal	GATE	American Indian or Alaska Native	Asian	Black or African American	English Learner	Filipino	Foster Youth	Homeless	Latino	Migrant Education	Native Hawaiian or Pacific Islander	Not Reported	Socio-economically Disadvantaged	Students with Disabilities	Two or More Races	White
E	5	5267	KIPP Pueblo Unido	310	86.1%	0.0%	0.0%	0.0%	4.5%	20.6%	0.0%	0.0%	0.0%	92.6%	0.0%	0.0%	1.3%	86.8%	13.5%	0.6%	1.0%
Statewide				6,002,523	58.9%	N/A	0.5%	9.5%	5.2%	17.7%	2.4%	0.4%	0.6%	55.3%	0.8%	0.4%	0.9%	60.3%	12.6%	4.1%	21.7%
Los Angeles Unified				574,996	81.3%	9.7%	0.2%	3.6%	7.6%	18.8%	1.9%	0.7%	1.2%	74.2%	0.2%	0.2%	0.5%	81.6%	13.4%	1.6%	10.2%

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/filesenr.asp>



KIPP Pueblo Unido  
RECLASSIFICATION RATES

This reports shows a two year comparison of the number of English Learners (ELs) on Census Day, the number of students reclassified since the prior Census Day, and the reclassification rate for each specified year. The reclassification rate, displayed in percentage, is calculated by dividing the number reclassified by the number of prior year ELs.

*Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.*

RG	BD	Loc Code	School	Year	Students Redesignated FEP	School	State	School to State RFEP Comparison
E	5	5267	KIPP Pueblo Unido	2019-2020	2018-2019 Number of English Language Learners	--	1,195,988	--
					2019-2020 Number of Students Reclassified	--	164,653	
					2019-2020 Reclassification Rate	--	13.8%	
				2020-2021	2019-2020 Number of English Language Learners	--	1,148,024	--
					2020-2021 Number of Students Reclassified	--	79,667	
					2020-2021 Reclassification Rate	--	6.9%	

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/sd/filesreclass.asp>

KIPP Pueblo Unido  
Long-Term English Learners (LTEL) and "At-Risk"

Note: The "EL Total" column in this report displays the summed total of the disaggregated English Learner (EL) data in the four columns under the "English Learners" heading. The "Total (Ever-EL)" column displays the summed total of the data in the "RFEP" column plus the data in the four columns under the "English Learners" heading OR the data in the "EL Total" column, but not both. The percent values displayed in this report are calculated as a percent of the "Total (Ever-EL)" which fully and more accurately considers what happens to all EL students over time, including those who are Reclassified Fluent English Proficient (RFEP). Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE - Data Reporting Office at <http://www.cde.ca.gov/ds/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

RG	BD	Loc Code	School	English Learners	2020-2021				2021-2022			
					School		State		School		State	
					Enrollment	Percent	Enrollment	Percent	Enrollment	Percent	Enrollment	Percent
E	5	5267	KIPP Pueblo Unido	LTEL 6+ Years	12	15.4%	361,482	17.1%	26	15.4%	379,290	18.1%
				At-Risk 4-5 Years	1	1.3%	214,740	10.1%	2	1.2%	211,055	10.1%
				EL 0-3 Years	51	65.4%	463,337	21.9%	109	64.5%	497,471	23.8%
				EL 4+ Years Not At-Risk or LTEL	0	0.0%	22,731	1.1%	1	0.6%	39,832	1.9%
				EL total	64	82.1%	1,062,290	50.2%	138	81.7%	1,127,648	53.9%
				RFEP	14	17.9%	1,053,625	49.8%	31	18.3%	963,056	46.1%
				Total (Ever)	78	100.0%	2,115,915	100.0%	169	100.0%	2,090,704	100.0%

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/filesltel.asp>

KIPP Pueblo Unido  
Students with Disabilities Report

This report displays the K-12 enrollment and the number of K-12 students with disabilities total, by incidence category, and by eligibility as reported on the Census Day (First Wednesday in October) CALPADS Fall 1 Certified Student Profile List Report (Report 8.1) submitted by LEAs (Local Education Agencies). LEAs are required to "certify" specified data during submission windows. The CDE uses certified data for state and federal reporting and to develop accountability metrics. Once data are certified by an LEA following the close of the Amendment Window, they are "frozen" and cannot be amended. Note: Students with disabilities counts and percentages in this report may be higher or lower for some schools when comparing this report counts with 2021-22 Enrollment by Student Group counts posted in DataQuest by the CDE due to the accuracy of all data associated with the applicable CALPADS submission. CALPADS certification is a two-step process with Level-2 certification reserved for the district superintendents, charter school administrators, or their designees. High incidence eligibilities are indicated by an asterisk (\*). Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE - Data Reporting Office at <http://www.cde.ca.gov/ds/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

2021-2022 Special Education Enrollment						
RG	BD	Loc Code	School	OCT 2021 Enroll #	Sp Ed Enroll #	Sp Ed Enroll %
E	5	5267	KIPP Pueblo Unido	428	74	17.3%
Statewide				5,892,240	745,513	12.7%
Los Angeles Unified				548,338	74,435	13.6%

2020-2021 Special Education Enrollment						
RG	BD	Loc Code	School	OCT 2020 Enroll #	Sp Ed Enroll #	Sp Ed Enroll %
E	5	5267	KIPP Pueblo Unido	310	42	13.5%
Statewide				6,002,523	749,295	12.5%
Los Angeles Unified				574,996	79,753	13.9%

2021-2022 Special Education Enrollment																		
RG	BD	Loc Code	School	% High Incidence	% Low Incidence	# AUT	# DB	# DEAF	# ED	# EMD	# HOH	# ID	# OHI*	# OI	# SLD*	# SLI*	# TBI	# VI
E	5	5267	KIPP Pueblo Unido	71.6%	28.4%	19	0	0	0	0	1	1	8	0	19	26	0	0
Los Angeles Unified				69.2%	30.8%	14,986	4	240	1,278	1	1,052	3,564	10,139	1,429	29,207	12,183	69	267
2020-2021 Special Education Enrollment																		
RG	BD	Loc Code	School	% High Incidence	% Low Incidence	# AUT	# DB	# DEAF	# ED	# EMD	# HOH	# ID	# OHI*	# OI	# SLD*	# SLI*	# TBI	# VI
E	5	5267	KIPP Pueblo Unido	78.6%	21.4%	8	0	0	0	0	1	0	5	0	12	16	0	0
Los Angeles Unified				69.5%	30.5%	15,545	32	444	1,268	157	1,239	3,595	10,830	1,681	31,987	12,593	71	311

Key			
AUT	Autism	OHI	Other Health Impairment
DB	Deaf-Blindness	OI	Orthopedic Impairment
DEAF	Deafness	SLD	Specific Learning Disability
ED	Emotional Disturbance	SLI	Speech or Language Impairment
EMD	Established Medical Disability	TBI	Traumatic Brain Injury
HOH	Hard of Hearing	VI	Visual Impairment
ID	Intellectual Disability		

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/filesenr.asp> and CALPADS County Authorizing LEA Report 1.1 Enrollment by Primary Status.



# LOS ANGELES UNIFIED SCHOOL DISTRICT

## Board of Education Report

### DESEGREGATION IMPACT STATEMENT (DIS)

KIPP Pueblo Unido

BOARD OF EDUCATION REPORT 229-22/23

April 18, 2023

#### I. Category of Proposed Action:

The proposed action would amend the charter for KIPP Pueblo Unido ("Charter School"), located in Board District 5 and Region East, to decrease grade levels from TK-8 to TK-4 and reduce the enrollment capacity from 1,050 to 560 students, beginning in the 2023-2024 school year.

#### II. Summary Description of Current District Practice:

Charter schools are schools of choice by legislation and are open to any student in the State of California. Charter schools are granted renewal for single charter status for a minimum period of two years to a maximum of seven (7) years, depending on the state's classification of High, Middle or Low for a charter school's performance pursuant to applicable law. Low performing charter schools may be renewed for a period of two years, Middle performing charter schools for five years, and High performing charter schools may receive a term of five, six or seven years. It should be noted, however, that although State legislation allows students to attend a charter school from any area in the state, the Los Angeles Unified School District (LAUSD) is under Court Order, Crawford v. LAUSD, which applies to all schools within or chartered through the LAUSD. Any modifications to the Court-Ordered Integration Program must first be approved by Student Integration Services.

#### III. Proposed Change:

The approval of this request for material revision would amend the charter to decrease grade levels from TK-8 to TK-4 and reduce the enrollment capacity from 1,050 to 560 students, beginning in the 2023-2024 school year.

#### IV. Effects of This Proposal:

The Los Angeles Unified School District (LAUSD) does not guarantee availability of Court-ordered Integration funding. The charter school will be responsible for maintaining the Court Order and providing information requested by the LAUSD as set forth in the Charter petition. Modifications or school decisions cannot negatively impact or cause additional costs to the Court-ordered Integration budget.

#### V. Analyze the Impact of This Proposal on Integration, Desegregation, Re-segregation and/or Segregation:

If the Charter goals are met, there should be positive results on the five (5) Harms of Racial Isolation which are low academic achievement, low self-esteem, lack of access to post-secondary opportunities, interracial hostility and intolerance, and overcrowded conditions. The Court-ordered Integration Program for participating students will operate under various Court Orders for schools within the Los Angeles Unified School District. Any modification of the Court-ordered Integration Program must first be approved by Student Integration Services.

#### VI. If proposed action affects negatively any desegregation program, list other option(s) identified:

If the District Court-ordered Integration Guidelines are followed, there will not be a negative effect on the District's Court-ordered Integration Program.

PREPARED BY:

BLANCA A. ALVES-MONASTER, Ed.D.  
Specialist  
Charter Schools Division

APPROVED BY:

KEITH H. ABRAMS, III  
Executive Director  
Student Integration Services

## ATTACHMENT D

**MATERIAL REVISION TO CHARTER OF  
KIPP PUEBLO UNIDO**

This Material Revision to the Charter of KIPP Pueblo Unido (“Material Revision”) is made between the Los Angeles Unified School District (“District” or “LAUSD”), a California public school district, and KIPP SoCal Public Schools (“KIPP SoCal”), a California non-profit corporation, operating a California public charter school known as KIPP Pueblo Unido (“Charter School” and/or “KPU”). District and KIPP SoCal are also referred to individually as “Party,” and collectively as “Parties.”

This Material Revision is to be read in conjunction with and shall expressly revise the charter of KPU which was authorized by the LAUSD Board of Education (“Board of Education”) on **November 7, 2017**, for a five-year term, from 2019 to 2024 (“Charter”). However, Assembly Bill 130 (“AB 130”) extended the terms of all charter schools whose terms expire on or between January 1, 2022, and June 30, 2025, inclusive, by two years. Thus, by operation of law, the charter term for Charter School expires on June 30, 2026.

The effective date of this Material Revision is the date of approval by the Board of Education and shall be implemented starting in the 2023-2024 academic school year. This Material Revision is based upon the following factual recitals:

**RECITALS**

A. **WHEREAS**, the approval of charter schools is governed by the Charter Schools Act of 1992, as subsequently amended, Education Code sections 47600 et seq;

B. **WHEREAS**, as set forth in Education Code section 47607, material revisions of charters are governed by the standards and criteria described in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed;

C. **WHEREAS**, a material revision includes, but is not necessarily limited to, any change that would significantly alter a charter school's mission, vision, educational philosophy, educational program, governance, or organizational structure;

D. **WHEREAS**, the Charter School is currently authorized to serve 1,050 students in grades TK to 8, commencing with enrollment of Kindergarten students in the 2019-2020 school year, and progressively adding grade levels until the 2023-2024 school year by which enrollment would be rolled out to all the grade levels to be served at the Charter School at full capacity. The chart on page 15 of the Charter, representing Projected Enrollment and roll-out plan for the Charter School is inserted below for reference;

Figure 4: K-8 Projected Enrollment

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Kindergarten	120	120	120	120	115
1st Grade		120	120	120	115
2nd Grade			114	114	112
3rd Grade				108	108
4th Grade					103
5th Grade		125	125	125	125
6th Grade			125	125	125
7th Grade				120	120
8th Grade					115
Total	120	365	604	832	1050

E. **WHEREAS**, the Charter School’s governing board convened a meeting on December 1, 2022 during which it took action and approved a Board Resolution on Voting Item 5D (“Resolution”) to materially revise the Charter to reflect a reduction of “...the grade levels served by [KPU] to TK- 4, beginning in 2023-2024” school year and reduction of the enrollment capacity for the Charter School. The Resolution is attached herewith as **Attachment A** and part of this Material Revision;

F. **WHEREAS**, in a correspondence submitted to the District dated January 4, 2023 (“January 2023 Correspondence”), submitted to the District on in support of the Material Revision, the KIPP SoCal explained that it seeks to “...to phase out grades 5–8 and to reduce enrollment capacity to 560 students, beginning in the 2023-24 school year.” The rationale provided by KIPP SoCal in the January 2023 Correspondence for these changes include that:

“Due in part to limited facilities options, including unforeseen challenges to the Charter School’s plan to develop a comprehensive private site, and the aftermath of the COVID-19 pandemic, KIPP Pueblo Unido has experienced a significant decline in enrollment over the last three (3) years, such that the Charter School is no longer able to provide a comprehensive KIPP experience and a high-quality education to students without significant fiscal impact to the organization”; and

“that grades 6-8 at the Charter School [is] currently operating at just 20% of planned enrollment capacity.”



The January 2023 Correspondence is attached herewith as **Attachment B** and part of this Material Revision;

G. **WHEREAS**, the District considers addition or reduction of grades or grade levels served by a charter school as constituting a material revision pursuant to California law and *LAUSD Policy and Procedures for Charter Schools* (“LAUSD Policy”); and

H. **WHEREAS**, the Parties agree to materially revise the Charter to reflect the changes above, LAUSD Policy and applicable state and federal laws.

**NOW, THEREFORE**, in consideration of the following terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### MATERIAL REVISION

1. **Grades Served**: All references and related representations in the Charter to grades configuration, grade levels, grades served, student population to be served at the Charter School as “TK-8” shall be deleted and replaced with “**TK-4**”. Further, all provisions in the Charter related to students in grades 5-8, particularly in Elements 1 through 3 pertaining to the Educational Program, Measurable Pupil Outcomes, and Method by which Pupil Progress Toward Outcomes will be Measured, shall be deleted.

2. **Enrollment Capacity**: All references and related representations in the Charter to the Enrollment Capacity of the Charter School as “1,050” shall be deleted and replaced with “**560**”. The chart on page 15 of the Charter, representing Projected Enrollment and roll-out plan for the Charter School shall be revised as follows:

*KIPP Pueblo Unido Projected Enrollment*

	2019–2020	2020–2021	2021–2022	2022–2023	2023–2024	2024–2025	2025–2026
Transitional Kindergarten					24	24	24
Kindergarten	120	120	120	120	84	100	112
1st Grade		120	120	120	84	100	112
2nd Grade			114	114	84	100	112
3rd Grade				108	84	84	100
4th Grade					84	84	100
5th Grade		125	125	125	N/A	N/A	N/A
6th Grade			125	125	N/A	N/A	N/A
7th Grade				120	N/A	N/A	N/A
8th Grade					N/A	N/A	N/A
<b>Total</b>	120	365	604	832	444	492	560

3. **Employee Position(s)**: To align with employee position(s) at other LAUSD-authorized KIPP SoCal schools serving similar grades configuration as the revised grades served at KPU, as represented in section 1 above, all references in the Charter to “Co-School Leaders”, particularly in Elements 5, 6, 8, and 10 shall be deleted and replaced with “**School Leader**.” All roles and responsibilities previously assigned to Co-School Leaders at the Charter School are now those of the School Leader.

4. **Budget**: All prior budgets and cash flow projections submitted for the Charter School shall be replaced by the Charter School’s revised budget(s), financial and cash flow projections incorporated and attached herewith as **Attachment C** and incorporated by reference and part of this Material Revision.

5. **Updated District Required Language**: The Charter shall be revised to update and incorporate the Board of Education approved “Federal, State, and District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions updated August 11, 2020”, attached herewith as **Attachment D** and incorporated by reference as part of this Material Revision.

6. The Charter School warrants that it is operated by a non-profit corporation in good standing in the State of California.

7. All other provisions set forth in the Charter shall remain in effect and enforceable.

8. The Parties agree that should any of the provisions of this Material Revision be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. The individuals signing this Material Revision warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Material Revision on behalf of the respective Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Material Revision to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: April \_\_\_, 2023

KIPP SOCAL PUBLIC SCHOOLS

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Representative of KIPP SoCal Public Schools

DATED: April \_\_\_, 2023

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Representative of Los Angeles Unified School District

**Attachments:**

Attachments for perusal at the following link:

[https://drive.google.com/drive/folders/1qmizklHNVjV-T-Sh-BE-Cnx-s3T0JJx?usp=share\\_link](https://drive.google.com/drive/folders/1qmizklHNVjV-T-Sh-BE-Cnx-s3T0JJx?usp=share_link)

- A. KIPP SoCal's Board Resolution
- B. KIPP SoCal's January 2023 Correspondence
- C. Updated KIPP Pueblo Unido's Budget, Financial, and Cash Flow Projections.
- D. Federal, State, and District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions updated August 11, 2020.

# TAB 15



## Board of Education Report

[Back to Order of Business](#)

File #: Rep-230-22/23, Version: 1

**Approval of the Issuance of a Notice of Violation for Academy of Media Arts****April 18, 2023****Charter Schools Division****Action Proposed:**

Approve the issuance of a Notice of Violation to Academy of Media Arts (“Charter School”), pursuant to Education Code section 47607(f) and (g) and corresponding state regulations, requesting that Academy of Media Arts take appropriate action(s) to address the violations identified in the Notice of Violation by May 18, 2023, and authorize staff to submit and receive any documents or evidence in support of, or in response to, the Notice of Violation.

**Background:**

Academy of Media Arts is a 9-12 school currently serving 145 students on a private facility in Downtown Los Angeles at 345 S. Figueroa St., Los Angeles, CA 90071, in Board District 2 and Region East. Academy of Media Arts was approved by the LAUSD Board of Education on January 8, 2019, to serve 500 students in grades 9-12.

**Revocation Standards:**

Pursuant to Education Code section 47607, subdivision (f), a charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter;
- (2) Failed to meet or pursue any of the pupil outcomes identified in the charter;
- (3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement; and/or
- (4) Violated any law.

Before revocation, the chartering authority shall notify the charter school of any violation of this section [Section 47607] and give the charter school a reasonable opportunity to remedy the violation, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. (Ed. Code section 47607(g).)

Based on evidence collected and reviewed by Charter Schools Division staff in accordance with its oversight responsibilities, Charter Schools Division staff has identified a number of issues and violations in Academy of Media Arts’ practices and operations amounting to multiple grounds for revocation pursuant to Education Code section 47607, subdivision (f); specifically, failed to meet or pursue any of the pupil outcomes identified in the charter; and violations of the law. These violations are evidenced by and set forth in the attached Notice of Violation and accompanying exhibits.

Grounds for Revocation and Supporting Evidence:A. Fails to Meet or Pursue Any of the Pupil Outcomes Identified in the Charter

Academy of Media Arts must comply with all requirements pertaining to pupil outcomes and is responsible for meeting pupil outcomes and demonstrating positive academic achievement for all students. Academy of Media Arts' 2021-2022 California School Dashboard outcomes, internal assessment outcomes, and English Learner progress outcomes indicate that the charter school's current academic performance levels are not meeting the academic needs of its students.

Based on the 2022 California School Dashboard, Academy of Media Arts performed significantly lower than the state in English Language Arts (ELA) and Math, and did not meet participation rates of 95% in those areas. In ELA, the charter school had an average Distance from Standard (DFS) of -124.9, as compared to the state's average DFS of -12.2. In Math, the charter school had an average DFS of -200.2, as compared to the state's average DFS of -51.7.

Academy of Media Arts' Fall 2021 to Spring 2022 Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) Student Growth Summary Report indicates that in Reading, 9<sup>th</sup> and 10<sup>th</sup> grade students did not show one year's progress. In Language Usage, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grade students did not show one year's progress. Academy of Media Arts submitted the NWEA MAP Student Growth Summary Report in Math, however the report did not include the Conditional Growth Index (CGI) in order to determine one year's growth. Therefore, the data for Math submitted by the charter school was incomplete.

In 2020-2021, Academy of Media Arts did not reclassify any of its English Learner students, resulting in a 0.0% reclassification rate, as compared to the state's rate of 6.9%. In addition, for the past two consecutive years (2020-2021 and 2021-2022), Academy of Media Arts' percentages of Long-Term English Learners (LTEL) was at 40.0% and 31.0%, respectively, were significantly higher than the state's rates of 17.1% and 18.1%, respectively.

The aforementioned academic performance concerns (e.g., California School Dashboard, NWEA MAP, and English Learner progress) are exacerbated by the school's ongoing record of issues related to teacher credentialing, high teacher vacancy, certificated employee turnover, academic leadership turnover, and the allotment of non-core classes, which are discussed further in the Notice of Violation.

B. Violations of Law

Academy of Media Arts has violated provisions of law, including but not limited to, meeting the minimum annual instructional minutes contained in Education Code:

- Section 47612.5: This section states, in part, a charter school with pupils in grades 9-12, offer, at a minimum, 64,800 minutes.
- Section 47604.3: This section states, "a charter school shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority, the county office of education that has jurisdiction over the school's chartering authority, or from the Superintendent of Public Instruction and shall consult with the chartering authority, the county office of education, or the Superintendent of Public Instruction regarding any inquiries."



Academy of Media Arts' 2022-2023 Academic Calendar and Bell Schedule does not offer the legally required minimum annual instructional minutes. Per Education Code section 47612.5, "For each fiscal year, offer, at a minimum, the following number of minutes of instruction...To pupils in grades 9 to 12, inclusive 64,800 minutes." On November 7, 2022, the District issued a Notice to Cure regarding the inaccuracy and/or inappropriate monitoring by Academy of Media Arts of the Bell Schedule, Master Schedule, and offered instructional minutes. On December 2, 2022, Academy of Media Arts responded to the District with an updated Bell Schedule and Academic Calendar, which continued to show a deficit of required instructional minutes. The District informed the Academy of Media Arts' Board on December 20, 2022, and again on January 17, 2023. However, as of the writing of this report, Academy of Media Arts has not provided a response and has not resolved the violations and fails to provide its students with the required amount of instruction established in California law. Further, Academy of Media Arts' lack of responsiveness to its authorizer regarding the status of its instructional minute compliance violates Education Code section 47604.3.

It is important to reiterate that the aforementioned violations are especially concerning given the fact that Academy of Media Arts' charter indicates its commitment to exceed the required State minimum by offering 66,030 minutes of instruction annually. Academy of Media Arts' Board took specific action to reduce the offering of instructional minutes (to 57,285 minutes for 9<sup>th</sup> and 10<sup>th</sup> grade students and 58,695 minutes for 11<sup>th</sup> and 12<sup>th</sup> grade), and approved a Master Schedule that allocates 28% of its instructional minutes to non-core courses. This raises particular concerns regarding Academy of Media Arts' capacity to provide students with an educational experience with desired academic outcomes represented in the approved charter.

In total, the failure to meet or pursue pupil outcomes identified in the charter, the violation of the annual minimum instructional minutes requirement, and the insufficient monitoring by the Academy of Media Arts' Board, call into serious question the organization's ability to successfully implement the charter in accordance with applicable law and charter requirements.

Additionally, through the District's annual oversight visits and ongoing monitoring of Academy of Media Arts since 2019-2020, the first year of the charter term, the District has noted non-compliance in numerous areas of governance and operations. Despite certifying compliance on an annual basis, the Academy of Media Arts' Board has failed to effectively monitor and adhere to compliance requirements over the course of this charter term, as evidenced by the Annual Performance-Based Oversight Visit Reports' ratings of *Unsatisfactory* and *Developing* in the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 school years, and the issuance of six Notices to Cure addressing major compliance areas, including but not limited to the following: employee criminal background clearances, employee tuberculosis clearances, teacher credentialing and appropriate assignments, mandated trainings, timely response to all reasonable inquiries, Local Control and Accountability Plan submission, maintaining required number of Board Members per Bylaws, breach of the operative charter, and meeting minimum annual instructional minutes.

### **Expected Outcomes:**

Academy of Media Arts is required to remedy the violation(s) listed in the attached Notice of Violation on or before May 18, 2023. Academy of Media Arts' failure to remedy the violation(s) will lead to a recommendation to the Board of Education (Board) to issue a Notice of Intent to Revoke and Notice of Facts in Support of Revocation pursuant to statutory and regulatory provisions.

A charter school may continue to operate during the pendency of an appeal if the revocation decision is based solely on the Board finding that the charter school either (1) committed a material violation of any of the conditions, standards, or procedures set forth in the charter, or (2) failed to meet or pursue any of the pupil

outcomes identified in the charter, unless the Board determines that the violation constitutes a severe or imminent threat to the health or safety of pupils. (Ed. Code section 47607(l).) The charter school may appeal the revocation to the Los Angeles County Office of Education (LACOE) within 30 days following the final decision of the Board. (Ed. Code section 47607(i)(l).)

**Board Options and Consequences:**

“Yes” - The approval of the issuance of the Notice of Violation to Academy of Media Arts directs Charter Schools Division staff to issue the Notice of Violation and thereby initiate the revocation process. Staff would be authorized to receive any response and supporting evidence provided by Academy of Media Arts by the remedy period specified in the Notice of Violation. Such violation(s), if not cured by Academy of Media Arts by May 18, 2023, as specified in the Notice of Violation, can lead to revocation of Academy of Media Arts’ charter granted by the District. Further, at a subsequent Board of Education meeting, the Charter Schools Division will report Academy of Media Arts’ response to the Notice of Violation and staff recommendation to the Board as to whether to proceed with the revocation process.

“No” - The denial of the issuance of the Notice of Violation to Academy of Media Arts directs Charter Schools Division staff not to issue the Notice of Violation. Academy of Media Arts will not be required to respond to a Notice of Violation and the revocation process will not be initiated. Academy of Media Arts would continue its operations under the charter granted by the District.

**Policy Implications:**

There are no policy implications at this time.

**Budget Impact:**

The budget impact will be dependent on the resolution of revocation proceedings.

**Equity Impact:**

Not applicable

**Issues and Analysis:**

In accordance with applicable law, if the Board does not act within 60 calendar days of the conclusion of the remedy period specified in the Notice of Violation, the revocation process is terminated and the Notice of Violation is void. See attached Notice of Violation and Exhibits.

**Attachments:**

Attachment A - Notice of Violation and Exhibits for perusal at the following link:

[https://drive.google.com/drive/folders/1bSfQRtfgEPzGdG7iB87JJH-NHa06X3AC?usp=share\\_link](https://drive.google.com/drive/folders/1bSfQRtfgEPzGdG7iB87JJH-NHa06X3AC?usp=share_link)

**Informatives:**

Not applicable

**Submitted:**


04/13/23

---

File #: Rep-230-22/23, Version: 1

---

RESPECTFULLY SUBMITTED,

  
ALBERTO M. CARVALHO  
Superintendent of Schools

APPROVED & PRESENTED BY:

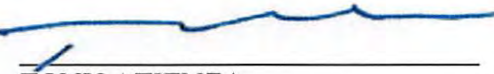
  
JOSÉ COLE-GUTIÉRREZ  
Director  
Charter Schools Division

REVIEWED BY:

  
DEVORA NAVERA REED  
General Counsel

☒ Approved as to form.

REVIEWED BY:

  
TONY ATIENZA  
Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.

ATTACHMENT A  
**NOTICE OF VIOLATION TO**  
**Academy of Media Arts**  
**(Ed. Code, § 47607(f).)**  
**BR-230-22/23**  
**April 18, 2023**

Pursuant to its oversight authorities and obligations under the Charter Schools Act<sup>1</sup> and corresponding state regulations, the Los Angeles Unified School District's ("District" or "LAUSD") Board of Education ("LAUSD Board") hereby issues this **NOTICE OF VIOLATION** to Academy of Media Arts ("AMA" or "Charter School") on the basis that the District has identified one or more specific violations committed by the Charter School to initiate revocation. Accordingly, the LAUSD Board issues this Notice of Violation to AMA based on the evidence and grounds for revocation set forth below.

**LEGAL AUTHORITY**

Charter schools are expected to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. Pursuant to Education Code section 47607, subdivision (f), a charter may be revoked by the chartering authority, if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
- (3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- (4) Violated any law.

Before revocation, the chartering authority shall notify the charter school of any violation and give the charter school a reasonable opportunity to remedy the violation, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.<sup>2</sup> At least 72 hours prior to any meeting at which the chartering authority will consider issuing a Notice of Violation, the chartering authority must provide the charter school with notice and all relevant documents related to the proposed action.<sup>3</sup> With the exception of a severe and imminent threat to the health and safety of students, if the chartering authority is considering revoking a charter, it shall take action to approve and deliver a Notice of Violation to the charter school's governing body.<sup>4</sup> The Notice of Violation<sup>5</sup> must identify:

---

<sup>1</sup> (Ed. Code, §§ 47600, et seq.)

<sup>2</sup> (Ed. Code, §47607(g).)

<sup>3</sup> (5 C.C.R. § 11968.5.2.)

<sup>4</sup> (Ed. Code, § 47607(g).)

<sup>5</sup> (5 C.C.R. § 11965.)

- (1) The alleged violation(s);
- (2) All evidence relied upon by the chartering authority in determining the charter school engaged in any of the acts or omissions identified including the date and duration of the alleged violation(s), showing the violation(s) is/are both material and uncured, and that the alleged violation(s) occurred within a reasonable period of time before a notice of violation is issued; and
- (3) The period of time that the chartering authority has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s).<sup>6,7</sup>

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the chartering authority a detailed written response and supporting evidence addressing each identified violation, including, as applicable, a refutation, remedial action taken, or proposed remedial action.<sup>8</sup> At the conclusion of the remedy period specified in the Notice of Violation, the chartering authority will evaluate any response and supporting evidence provided by the charter school's governing body and take one of the following actions:

- Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body, or
- Continue revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body within 60 calendar days of the conclusion of the remedy period, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the chartering authority's satisfaction.<sup>9</sup>

The LAUSD Board hereby places AMA on notice of its intent to revoke AMA's charter if it fails to remedy the enumerated violations detailed below. The LAUSD Board reserves its right to immediately revoke AMA's charter upon a written determination that any violation constitutes a severe and imminent threat to the health or safety of the students.<sup>10</sup> The LAUSD Board also reserves the right to consider additional evidence to substantiate any of the violations listed below. Accordingly, the LAUSD Board requests that AMA take all appropriate action(s) to remedy the violations identified in this Notice of Violation.

---

<sup>6</sup> (5 CCR § 11965(f)(3))

<sup>7</sup> In identifying the time period that will serve as the charter school's reasonable opportunity to remedy the identified violation(s), the chartering authority shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

<sup>8</sup> (5 C.C.R. § 11968.5.2.)

<sup>9</sup> (5 C.C.R. § 11968.5.2)

<sup>10</sup> (Ed. Code, § 47607(g).)

## **BACKGROUND INFORMATION**

On January 8, 2019, AMA was authorized by the LAUSD Board to serve 500 students in grades 9-12. (*See Exhibit 1, AMA New Petition Board Report.*) AMA is in its fourth year of operation and currently serves 145 students. The current charter term expires on June 30, 2026.<sup>11</sup>

During the term of the charter and within the specified periods noted below, AMA has failed to meet or pursue the pupil outcomes identified in its charter and has violated specified provisions of law. Additionally, the insufficient monitoring by the AMA governing board and ineffective actions on the part of AMA’s administrators to remedy these violations demonstrate significant errors in judgment that call into serious question the organization’s ability to successfully implement the charter in accordance with applicable law and charter requirements.

## **GROUND AND EVIDENCE FOR ISSUING NOTICE OF VIOLATION**

### **I. GROUND FOR REVOCATION**

#### **1. AMA Fails to Meet or Pursue Any of the Pupil Outcomes Identified in the Charter (Ed. Code, § 47607(f)(2)).**

AMA must comply with all requirements pertaining to pupil outcomes and is responsible for meeting pupil outcomes and demonstrating positive academic achievement for all students. As shown below, AMA has failed to demonstrate that its students are attaining the skills and knowledge, specified as goals in the educational program; and that AMA’s pupil outcomes are aligned with the state priorities. As evidenced below, data show that AMA’s current academic performance levels are not meeting the academic needs of its students.

##### **A. Low Academic Performance: California School Dashboard Outcomes**

AMA’s charter Element 1 (Educational Program) identifies goals related to the Local Control Funding Formula state priorities and asserts that, “Eleventh grade students will demonstrate proficiency in ELA, Math...” (*See Exhibit 2, AMA Charter, pg. 25.*)

In 2021-2022, AMA performed significantly lower than the state in English Language Arts (ELA) and Math and did not meet participation rates of 95% in those areas.

---

<sup>11</sup> (Ed. Code, § 47607.4 [“Notwithstanding the renewal process and criteria established in Sections 47605.9, 47607, and 47607.2 or any other law, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years”].)



CA School Dashboard 2021-2022	Academy of Media Arts	State	Participation Rate Met
ELA Average Distance From Standard	-124.9	-12.2	No: 74%
Math Average Distance From Standard	-200.2	-51.7	No: 70%

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at <http://www.cde.ca.gov/ds/sd/sd/filesenr.asp> and California School Dashboard System of Support <https://www.cde.ca.gov/ta/ac/cm/>. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and CA Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

## B. Low Academic Performance: NWEA MAP Outcomes

According to AMA’s charter, by 2021-2022, an expected annual measurable outcome of the Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) assessment is that, “Students in grades 9 and 10 will demonstrate growth on the NWEA Measures of Progress (MAP) from fall to spring in language, math, (Algebra 1, Algebra 2, Geometry)...” (See Exhibit 2, AMA Charter, pg. 28.)

As noted in the August 2, 2022 Denial of the Requested Material Revision for Academy of Media Arts report (“MR Denial Report”), AMA failed to meet the NWEA MAP 2020-2021 annual growth target for 9<sup>th</sup> grade students in Reading and 10<sup>th</sup> grade students in both Reading and Math. Moreover, the MR Denial Report also noted concerns related to the limited number of students assessed, and therefore the efficacy of the data provided. (See Exhibit 3, MR Denial Report.) According to recent data submitted by AMA, the concerns related to academic assessment outcomes and demonstrated student growth persist.

The abovementioned concerns remain as Staff reviewed AMA’s submission of its Fall 2021 to Spring 2022 NWEA MAP Student Growth Report. Said report indicates that in Reading, 9<sup>th</sup> and 10<sup>th</sup> grade students did not show one year’s progress. In Language Usage, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grade students did not show one year’s progress. In Reading, 9<sup>th</sup> grade students had a Conditional Growth Index (CGI)<sup>12</sup> of -11.57 (representing 23 “growth events”<sup>13</sup> or valid test events) and 10<sup>th</sup> grade students had a CGI of -4.93 (representing 17 valid test events), and 11<sup>th</sup> grade students had a CGI of +1.63 (representing 11 valid test events). In Language Usage, 9<sup>th</sup> grade students had a CGI of -5.77 (representing 18 valid test events), 10<sup>th</sup> grade students had a CGI of -0.07 (representing 14 valid test events), and 11<sup>th</sup> grade students had a CGI of -0.03 (representing 12 valid test events). (See Exhibit 4, NWEA MAP Student Growth Summary 21-22.)

AMA reported a Norm Enrollment of 104 students in 2021-2022 (34 9<sup>th</sup> grade students; 34 10<sup>th</sup> grade students; and 36 11<sup>th</sup> grade students), which staff notes here in light of the limited number

<sup>12</sup> A CGI of 0.00 or better would reflect one year’s growth in a subject, as the overall average growth of students would meet or exceed the amount of growth generally observed by students in the same grade and subject with the same starting achievement level receiving similar amount of instructional exposure.

<sup>13</sup> A “Growth event” is defined by the NWEA essentially as a valid test event.

of valid test events in the school's internal assessment results. (See Exhibit 5, AMA Norm Enrollment)

AMA submitted the NWEA MAP Student Growth Summary Report in Math, however the report did not include the CGI in order to determine one year's growth. Therefore, the data for Math submitted by the charter school was incomplete. (See Exhibit 204, NWEA MAP Student Growth Summary 21-22.)

NWEA MAP Fall 2021-Spring 2022	Grade(s)	# of Growth Events	Norm Enrollment	CGI
LangArts: Reading	9	23	34	-11.57
LangArts: Reading	10	17	34	-4.93
LangArts: Reading	11	11	36	1.63
LangArts: Lang Usage	9	18	34	-5.77
LangArts: Lang Usage	10	14	34	-0.07
LangArts: Lang Usage	11	12	36	-0.03
Math: Algebra 1	9	21	34	Incomplete*
Math: Geometry	10	16	34	Incomplete*
Math: Algebra 2	11	12	36	Incomplete*

\*Information provided by Charter School was incomplete.

Additionally, according to AMA's charter, by 2021-2022, an expected annual measurable outcome of the NWEA MAP assessment is that, "70% of students will meet the RIT growth target in the winter and spring." (See Exhibit 2, AMA Charter, pg. 28.) Staff reviewed AMA's submission of its Fall 2021 to Spring 2022 NWEA MAP Student Growth Report, and notes concerns related to (a) the low number of students assessed, based on valid test events, as cited above; and (b) notwithstanding the former point, of the students who had valid test events, the data show that 70% of students did not meet their growth projections, as listed below:

- 9<sup>th</sup> grade Language Arts Reading: 9% of students met (23 valid test events)
- 10<sup>th</sup> grade Language Arts Reading: 41% of students met (17 valid test events)
- 11<sup>th</sup> grade Language Arts Reading: 55% of students met (11 valid test events)
- 9<sup>th</sup> grade Language Usage: 33% of students met (18 valid test events)
- 10<sup>th</sup> grade Language Usage: 29% of students met (14 valid test events)
- 11<sup>th</sup> grade Language Usage: 50% of students met (12 valid test events)
- 9<sup>th</sup> grade Algebra I: 10% of students met (21 valid test events)
- 11<sup>th</sup> grade Algebra II: 67% of students met (12 valid test events)
- 10<sup>th</sup> grade Geometry: 31% of students met (16 valid test events)
- 9<sup>th</sup> grade Science: 17% of students met (18 valid test events)
- 10<sup>th</sup> grade Science: 53% of students met (15 valid test events)
- 11<sup>th</sup> grade Science: percent of students met not reported (14 valid test events)

### C. Low Academic Performance: English Learner Progress (Reclassification and LTEL Rates)

As provided in AMA's charter, "English Learners will demonstrate growth in their English language proficiency and achievement," (See Exhibit 2, AMA Charter, pg. 31.) however:

- In 2020-2021, AMA did not reclassify any of its English Learner students, resulting in a 0.0% reclassification rate, as compared to the state's rate of 6.9%. (See Exhibit 6, Data Set.)

Year	Students Redesignated FEP	Academy of Media Arts	State	School to State RFEF Comparison
2020-2021	2019-2020 Number of English Language Learners	2	1,148,024	Lower
	2020-2021 Number of Students Reclassified	0	79,667	
	2020-2021 Reclassification Rate	0.0%	6.9%	

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/ad/filesreclass.asp>

- For the past two consecutive years (2020-2021 and 2021-2022), AMA's percentages of Long-Term English Learners (LTEL) at 40.0% and 31.0%, respectively, were significantly higher than the state's rates of 17.1% and 18.1%, respectively. (See Exhibit 6, Data Set.)

English Learners	2020-2021				2021-2022			
	Academy of Media Arts		State		Academy of Media Arts		State	
	Enrollment	Percent	Enrollment	Percent	Enrollment	Percent	Enrollment	Percent
LTEL 6+ Years	6	40.0%	361,482	17.1%	9	31.0%	379,290	18.1%

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/ad/filesltel.asp>

The aforementioned academic performance concerns (e.g., California School Dashboard, NWEA MAP, and English Learner progress) are exacerbated by the school's ongoing record of issues related to teacher credentialing, high teacher vacancy, certificated employee turnover, academic leadership turnover, and the allotment of non-core classes, as discussed in further detail below.

- **Teacher Credentialing:** In the first three consecutive years of operation (2019-2020, 2020-2021, and 2021-2022), AMA had instructional staff members that were not appropriately credentialed and assigned, as documented in the Annual Performance-Based Oversight Visit Reports and Notices to Cure. (See Exhibit 7, 2019-2020 Oversight Report; Exhibit 8, 2020-2021 Oversight Report; Exhibit 9, 2021-2022 Oversight Report; Exhibit 10, Notice to Cure 12-19-19; and Exhibit 11, Notice to Cure 6-25-21.) Most recently, in 2022-2023, results from the oversight visit revealed that the school had only two fully credentialed teachers (Resource Specialist, Physical Education). Three teachers had a Temporary County Certificate (TCC) (English 11/12, New Media Arts, Music), and one teacher had an Emergency 30-Day Substitute Permit. (See Exhibit 12, 2022-2023 ESSA Grid.)

- **High Teacher Vacancy:** In 2020-2021,<sup>14</sup> two courses (Biology and Chemistry) were taught by an online platform. (See Exhibit 13, 2020-2021 ESSA Grid; and Exhibit 14, 2020-2021 Staff Roster.) In 2021-2022,<sup>15</sup> four courses (Biology, Chemistry, Physics, and Spanish) were taught by an online platform. (See Exhibit 15 2021-2022 ESSA Grid; and Exhibit 16, 2021-2022 Staff Roster.) In 2022-2023, at the time of the January 25, 2023 oversight visit, 14 courses (Algebra, Geometry, Algebra 2, Trigonometry, Biology, Chemistry, Physics, AP Biology, Spanish, English 9, English 10, World History, US History, and Government/Economics) were taught by a substitute or an online platform. (See Exhibit 17, 2022-2023 Master Schedule.)
- **Certificated Employee Turnover:** In 2020-2021, one of the six (17%) certificated staff was a continuing employee. In 2021-2022, one of the seven (14%) certificated staff was a continuing employee. In 2022-2023, two of the eight (25%) certificated staff were continuing employees. (See Exhibit 13, 2020-2021 ESSA Grid; Exhibit 15, 2021-2022 ESSA Grid; and Exhibit 12, 2022-2023 ESSA Grid.)
- **Academic Leadership Turnover:** AMA has employed at least seven different principals or interim principals in the past four years (2019-2020 to current school year). At the time of the January 25, 2023 oversight visit, AMA had an interim principal on staff.
- **Allotment of Non-Core Classes:** The 2022-2023 Master Schedule includes three non-core classes (e.g., Advisory, “CLUBS,” and “Incubator Lab”). Weekly, the schedule provides for 310 minutes of Advisory, 40 minutes of CLUBS, and 150 minutes of Incubator Lab, resulting in a total of 500 minutes being allocated for these non-core areas. This total is particularly concerning given that it represents approximately 28% of the 1,760 total weekly minutes. (See Exhibit 17, 2022-2023 Master Schedule.)

The above noted concerns with teacher credentialing, staff turnover, and designation of instructional minutes underscores the school's failure to pursue pupil outcomes identified in the charter, and has significantly impacted student learning and outcomes, and represents substantial concerns in AMA’s capacity to successfully implement the instructional program.

## **2. Violated Any Law (Ed. Code § 47607(f)(4)).**

### **AMA Violated the Minimum Annual Instructional Minute Requirements and Failed to Promptly Respond to District Inquiries Regarding the Same**

AMA violated the following provisions in law regarding the failure to offer a minimum number of instructional minutes.

Education Code section 47612.5 states, in part:

“(a) Notwithstanding any other law and as a condition of apportionment, a charter school shall do all of the following:

<sup>14</sup> At the time of the Annual Performance-Based Oversight Visit based on the information provided by Charter School.

<sup>15</sup> (See *id.*)

(1) For each fiscal year, offer, at a minimum, the following number of minutes of instruction:

- (A) To pupils in kindergarten, 36,000 minutes.
- (B) To pupils in grades 1 to 3, inclusive, 50,400 minutes.
- (C) To pupils in grades 4 to 8, inclusive, 54,000 minutes.
- (D) To pupils in grades 9 to 12, inclusive, 64,800 minutes.”

Education Code section 47604.3 states:

“A charter school shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority, the county office of education that has jurisdiction over the school's chartering authority, or from the Superintendent of Public Instruction and shall consult with the chartering authority, the county office of education, or the Superintendent of Public Instruction regarding any inquiries.”

AMA serves grades 9 to 12 and pursuant to state law is required to provide a minimum of 64,800 minutes of annual instruction. However, AMA is failing to meet that requirement for the 2022-2023 academic school year. Additionally, AMA’s lack of responsiveness to its authorizer regarding the status of its instructional minute compliance violates Education Code section 47604.3.

**Evidence:**

- On July 27, 2022, the AMA Board approved the 2022-2023 Academic Calendar (“Academic Calendar”) and 2022-2023 Bell Schedule (“Bell Schedule”), representing a change from AMA’s charter in the number of instructional minutes being offered. (*See* Exhibit 18, 07-27-22 Board Mtg Minutes.)
- On July 27, 2022, AMA provided copies of the Academic Calendar and Bell Schedule to the District. (*See* Exhibit 19, 2022-2023 Academic Calendar; Exhibit 20, 2022-2023 Bell Schedule.)
- On September 13, 2022, AMA provided the 2022-2023 Master Schedule (“Master Schedule”) to the District as part of a District school visit. (*See* Exhibit 17, 2022-2023 Master Schedule.)
- On November 7, 2022, the District issued AMA a Notice to Cure (“November 7 Notice to Cure”) regarding the inaccuracy and/or inappropriate monitoring by AMA of the Bell Schedule, Master Schedule, and offered instructional minutes. (*See* Exhibit 21, Notice to Cure 11-7-22.) The November 7 Notice to Cure specified that the Academic Calendar and Bell Schedule projected to fall short of the minimum annual instructional minutes for the 2022-2023 school year. The District requested that AMA provide evidence that Charter

School is currently, or will immediately be, in compliance with Education Code section 47612.5 and other applicable law and/or terms of its charter, which includes but is not limited to, compliance with meeting the annual minimum instructional minutes for the 2022-2023 school year.

- On December 2, 2022, AMA responded to the District in which AMA provided a revised Bell Schedule and Calendar and stated that “At the next board meeting on December 13, 2022, the Board of Directors will review and approve the previously mentioned Written Plan of Action for the Alignment of the Master Schedule and Bell Schedule, and for Charter School Board’s Monitoring of the Bell Schedule and Academic Calendar Related to Instructional Minutes in order to ensure that an issue of this nature will never recur.” (*See Exhibit 22, Board Response to Notice to Cure 11-7-22.*)
- On December 20, 2022, the District contacted AMA concerning AMA’s continued failure to monitor the school program related to the Bell Schedule and meeting minimum annual instructional minutes. (*See Exhibit 23, CSD Response to Board Response to Notice to Cure 11-7-22.*) The District informed AMA that the “new” Bell Schedule and Academic Calendar provided by AMA on December 2, 2022, continued to show a deficit of required instructional minutes by approximately 30 minutes and thus failed to meet the annual minimum instructional minutes of 64,800 minutes for the 2022-2023 school year.
- On January 17, 2023, the District provided a follow-up communication to AMA concerning the issues referenced in the December 20, 2022 communication (*See Exhibit 24 CSD Follow-up to Board Response to Notice to Cure 11-7-22.*) As of the writing of this Notice, AMA has not provided a response to the District’s January 17, 2023 follow-up communication.
- To date, four (4) months since the issuance of the November 7 Notice to Cure, AMA has not resolved the violations fully and fails to provide its students with the required amount of instruction established in California law.

The District incorporates evidence outlined above to substantiate violations of law. The evidence including the attached documents support that AMA did not comply with the instructional minute requirements and therefore violated Education Code section 47612.5. Further, AMA’s lack of responsiveness regarding the status of its instructional minute compliance violates Education Code section 47604.3.

It is important to reiterate that the aforementioned violations are especially concerning given the fact that AMA’s charter indicates its commitment to exceed the required state minimum by offering 66,030 minutes of instruction annually. (*See Exhibit 2, AMA Charter, pg. 83.*) However, AMA’s Board took specific action to reduce the offering of instructional minutes (to 57,285 minutes for 9<sup>th</sup> and 10<sup>th</sup> grade students and 58,695 minutes for 11<sup>th</sup> and 12<sup>th</sup> grade), and approved a Master Schedule that allocates 28% of its instructional minutes to non-core courses. This raises particular concerns regarding AMA’s capacity to provide students with an educational experience with desired academic outcomes represented in the approved charter.

## II. CONCERN REGARDING GENERAL CAPACITY TO OPERATE CHARTER SCHOOL

In addition to and as confirmed by the specific facts and violations described above, the District has serious concerns regarding the demonstrated lack of capacity and accountability demonstrated by the AMA Board and administration in handling these violations<sup>16</sup>. In total, these facts and violations also amount to significant errors in judgment on the part of the AMA Board and raise serious concerns about said members' effectiveness in governing a sound, legally compliant public school.

The AMA Board has failed to monitor and adhere to compliance requirements over the course of this charter term as evidenced by the Annual Performance-Based Oversight Visit Reports' ratings of *Unsatisfactory* and *Developing* in the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 school years (See Exhibit 7, 2019-2020 Oversight Report; Exhibit 8, 2020-2021 Oversight Report; Exhibit 9, 2021-2022 Oversight Report, Exhibit 27, 2022-2023 Oversight Report) in addition to the issuance of six Notices to Cure addressing major compliance areas, including but not limited to employee criminal background clearances, employee tuberculosis clearances, teacher credentialing and appropriate assignments, mandated trainings, timely response to all reasonable inquiries, Local Control and Accountability Plan submission, maintaining required number of board members per Bylaws, breach of the operative charter, and meeting minimum annual instructional minutes. (See Exhibit 10, Notice to Cure 12-19-19; Exhibit 11, Notice to Cure 6-25-21; Exhibit 21, Notice to Cure 11-7-22; Exhibit 25, Notice to Cure 2-15-22; and Exhibit 26, Notice to Cure 5-12-22.)

### **REASONABLE PERIOD OF TIME TO REMEDY VIOLATIONS**

The following violations need to be addressed **on or before May 18, 2023**. Please provide a detailed, written response addressing each of the specifically identified violations. You may attach to your written response any supporting evidence of your refutation of the identified violations or remedial actions that have been (or that are proposed to be) taken by AMA. Please submit your response to LAUSD's Charter Schools Division:

José Cole-Gutiérrez, Director  
Charter Schools Division  
333 South Beaudry Avenue, 20<sup>th</sup> Floor  
Los Angeles, CA 90017

Upon the conclusion of the reasonable time to remedy, the LAUSD Board shall evaluate AMA's response and any supporting evidence provided. If there is substantial evidence that AMA has

---

<sup>16</sup> Please note that AMA remains Not in Good Standing on a separate issue [operating at a non-LAUSD Board approved location] for its failure to comply with applicable requirements. AMA submitted a material revision application to address this separate issue which is pending and planned for LAUSD Board action in June 2023.



failed to remedy a violation identified in the Notice of Violation or to refute a violation to the LAUSD Board's satisfaction, the LAUSD Board may continue revocation of the charter by issuing a Notice of Intent to Revoke to AMA's governing body within 60 calendar days of the conclusion of the remedy period.

### **SERVICE**

Upon the LAUSD Board's approval of issuance of Notice of Violation at the Board meeting dated April 18, 2023, LAUSD's Charter Schools Division shall issue the Notice of Violation to:

John White, Board President  
345 South Figueroa Street,  
Los Angeles, CA 90071  
Email: [board@academyofmediaarts.org](mailto:board@academyofmediaarts.org)

# RESOLUTIONS

# TAB 16



## Board of Education Report

[Back to Order of Business](#)

---

File #: Res-018-22/23, Version: 1

---

Dr. Rivas, Mr. Schmerelson - LAUSD Support for Expanding Racial and Ethnic Categories in the 2030 Census and the Inclusion of a Specific Armenian Checkbox (Res-018-22/23) (Waiver of Board Rule 72)

Whereas, Los Angeles Unified School District serves the largest community of Armenian Americans in the United States, and meaningful and comprehensive data on the Armenian population of Los Angeles, California is currently lacking;

Whereas, Armenian American students, and other student populations, continue to be invisible and underserved within U.S. public schools as immigrants, refugees and English Language Learners;

Whereas, The federal Office of Management and Budget recently released a new draft questionnaire for the 2030 Census that includes a new Middle East and North African (MENA) category with subcategories such as Lebanese, Syrian, Iranian, and other populations that are currently classified under the White Census category, and are therefore minimized as a distinct population;

Whereas, Armenian Americans constitute a transnational group across MENA and are historically one of the largest and most impacted groups of immigrants in the U.S. from the MENA region;

Whereas, Armenian Americans overwhelmingly support Census classification for their community and have been pushing for the inclusion of an Armenian checkbox in the U.S. Census questionnaire for many decades; and

Whereas, The inclusion of the MENA category and a specific Armenian checkbox within the MENA category of the 2030 Census would provide the District with more accurate data on all of its students, which would ultimately bring more educational resources and funding for the District to support underserved student populations; now, therefore, be it

Resolved, That the Los Angeles Unified School District fully supports the inclusion of the MENA category in the 2030 Census, and the inclusion of a specific Armenian checkbox as a MENA subcategory, and urges the United States Office of Management and Budget to adopt this recommendation;

Resolved further, That the District expresses its support for the efforts of the Armenian National Committee of America Western Region, Armenian American Action Network and other organizations that are advocating for the inclusion of the MENA category and an Armenian checkbox in the 2030 U.S. Census; and, be it finally

Resolved, That the Governing Board of the Los Angeles Unified School District directs the Superintendent to send a letter to the Office of Management and Budget expressing the District's support for the inclusion of an Armenian checkbox under the proposed MENA category in the 2030 Census and explaining the importance of this inclusion for the Armenian American Students of LAUSD

---

File #: Res-018-22/23, Version: 1

---

and Armenian American community of Los Angeles and the U.S. as a whole.

# TAB 17



## Board of Education Report

[Back to Order of Business](#)

---

File #: Res-016-22/23, Version: 1

---

Mr. Schmerelson - Celebrating Los Angeles Unified School District's Classified Employees' Service, Skill and Long-Standing Commitment to Our Communities as well as Classified School Employee Week 2023 (Res-016-22/23) (For Action May 9, 2023)

Whereas, The Los Angeles Unified School District recognizes the over 32,000 classified employees who are dedicated in their service to public education and a vital part of the District;

Whereas, Classified employees play a key role in supporting students' academic success by assisting over 400,000 students inside and outside of the classroom in grades ETK-12, more than 22,000 students in Early Education programs and, more than 20,000 students accomplishing their career goals in Adult and Career Education Centers;

Whereas, Classified employees are essential to the District's operations providing daily service to the students, faculty, staff and families through their hard work as school employees, including clerical and technical employees, as well as bus drivers, instructional aides, library aides, paraeducators, special education assistants, library and media assistants, food service providers, security officers, computer services maintenance workers and others;

Whereas, Classified employees have earned respect as educators and partners in the education community while making a difference in the lives of the students they serve;

Whereas, Labor partners including Service Employees International Union (SEIU) Local 99, Teamsters Local 572, California School Employee Association (CSEA) Chapter 500, Los Angeles/Orange Counties Building and Construction Trades Council, Associated Administrators of Los Angeles (AALA), Los Angeles School Police Association (LASPA) and the Los Angeles School Police Management Association (LASPMA) represent classified employees who work tirelessly to serve students and ensure a supportive, clean, safe and comfortable learning environment for both the students and faculty of the District;

Whereas, During the regular academic year classified employees in the District safely transport approximately 41,000 students to and from school each day by bus; serve over 720,000 meals to students each day (including 400,000 breakfasts, 350,000 lunches, and 80,000 supper and snack meals per day); create and sustain a learning environment with clean and operational facilities and classrooms, and maintain an inviting landscape at more than 1,000 District schools and other facilities that students, parents, and the community can be proud of;



Whereas, Classified employees were an integral part of the District's landmark response to the COVID-19 pandemic and its impact on the families the District proudly serves. Since the start of the pandemic, Classified Employees served over 132 million meals at our Grab-and-Go Centers, routinely clean and sanitize schools and offices allowing for the adherence to essential safety protocols, distributed hundreds of thousands of devices and hotspots to students and families for distance learning, supported the administration of over 14.7 million COVID-19 tests and the distribution of over 120,000 vaccines as of March 2022;

Whereas, In 1986, the California State Legislature decreed the third full week of May each year as Classified School Employee Week in official recognition of classified school employees, by passage of Senate Bill 1552 (Campbell); and

Whereas, This year the California School Employees Association's theme for Classified School Employee Week is Classified Professionals: Indispensable, Inspiring & Invincible; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby declares the week of May 21-27, 2023 as Classified School Employee Week in the District and encourages the celebration of classified school employees at our schools and throughout the District for their hard work and unwavering dedication to our students, families, and schools and the invaluable contributions they make to our educational community; and, be it finally

Resolved, That the Board hereby recognizes and greatly appreciates the contributions and dedicated service of classified professionals to quality education in the District and the State of California.

# TAB 18



## Board of Education Report

[Back to Order of Business](#)

---

File #: Sup Res -005-22/23, Version: 1

---

### Appointment of Member to the School Construction Bond Citizens' Oversight Committee

Resolved, That the Governing Board of the Los Angeles Unified School District ratifies the appointment of Mr. Robert Campbell and the reappointment of Ms. Connie Yee as an alternate, representing the County of Los Angeles, as Member to the School Construction Bond Citizens' Oversight Committee for a two-year term commencing immediately, and determines that Mr. Campbell and Ms. Yee are not employees, officials, vendors, contractors, or consultants of the District.

# Robert G. Campbell

## Assistant Auditor-Controller

Robert G. Campbell is the Assistant Auditor-Controller for the Audit and Countywide Contract Monitoring Divisions, the Office of County Investigations (OCI), and the Ombudsperson for Youth in Short Term Residential Therapeutic Programs. In this role, he serves as Los Angeles County's Chief Audit Executive and is responsible for overseeing preparation and execution of the County's risk-based audit plan, contract monitoring plan, and for full-scope criminal investigations of fraud, waste, and abuse within County government. Mr. Campbell has over 24 years of experience with the Auditor-Controller, including as a Supervising Investigator and computer forensic examiner in OCI, as Assistant Administrative Deputy responsible for departmental Human Resources, Budget, Facilities, Risk Management, and Policy operations, as the Audit Division Chief, and previously served as Acting Assistant Auditor-Controller overseeing the Countywide Accounting, Disbursements, and Shared Services Divisions, OCI, and the Office of the Chief Health Insurance Portability and Accountability Act Privacy Officer. Most recently, Mr. Campbell served as the Chief of OCI where he led a team of 30 law enforcement, forensic, and support staff. In that capacity he also served a member of the County's Information Security Committee and the Cyber Incident Response Team.

Mr. Campbell is a Certified Internal Auditor (CIA) and Certified Fraud Examiner (CFE), and a graduate of the University of Southern California (USC) Sol Price School of Public Policy's Executive Leadership Development Program. He holds a Bachelor of Science degree in Accounting from Loyola Marymount University, a Master of Business Administration from Western Governors University, a Certification in Risk Management Assurance from the Institute of Internal Auditors (IIA), and a PC832 certificate from the Rio Hondo Police Academy. He is a recognized authority on fraud prevention, detection, and investigation, has written for the IIA's *Internal Auditor* magazine, and has presented on fraud, investigations, and internal controls to a variety of professional organizations including the California State Association of County Auditors, the IIA, the Association of Public Pension Fund Auditors, the Los Angeles County Management Council, and the California Association of Property and Evidence. Mr. Campbell is the recipient of a County Quality and Productivity Award for outstanding teamwork as a member of the group that redesigned the County's internal audit reporting processes, and has received two Los Angeles County STARS awards for his work on Redevelopment Dissolution and the County's audit of the City of Bell.

Mr. Campbell has served his community in a variety of volunteer roles, including stints as President of the IIA's Beach Cities Chapter, as an elected member and Treasurer of his Neighborhood Council, and for over six years as a Scout leader for local youth.

# **RECEIPT OF COMMUNICATIONS**

# TAB 19



# Los Angeles Unified School District

315

333 South Beaudry Ave,  
Los Angeles, CA 90017

## Board of Education Report

[Back to Order of Business](#)

---

File #: ROC-010-22/23, Version: 1

---

Report of Correspondence (ROC-010-22/23)



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

April 18, 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. Charles Ludd, Attorney at Law	Summons and Complaint for Damages: (1) Unlawful Disability Discrimination (FEHA) – Gov’t Code Section 12940 (a); (2) Unlawful Medical Condition Discrimination (FEHA) – Gov’t Code Section 12940 (a); (3) Unlawful Age Discrimination (FEHA) – Gov’t Code Section 12940 (a); (4) Discrimination (FEHA) – Failure to Engage in Interactive Process Gov’t Code Section 12940 (n); (5) Unlawful Retaliation (FEHA) – Gov’t Code Section 12940 (h); Case No. 23STCV03105; Superior Court of California, County of Los Angeles – Central District; Rochelle Haynes, Plaintiff v. Los Angeles Unified School District, Does 1-100, Inclusive, Defendants.
2. Clarkson Law Firm	Class Action Complaint: 1) Violation of California Unfair Competition Law, Business and Professions Code Section 17200, et seq.; 2) Violation of California Confidentiality of Medical Information Act (CIMA) Cal. Civ. Code section 56, et seq.; 3) Negligence; 4) Invasion of Privacy; 5) Breach of Confidence; 6) Unjust Enrichment; Case No. 23STCV04334; Superior Court of California, County of Los Angeles; Robin Hall, and M.J.D. through his GAL Robin Hall, Plaintiff v. Los Angeles Unified School District, Does 1-20, Inclusive, Defendants.
3. Demarco Law Firm	Summons and Complaint for (1) Sexual Battery, (2) Negligence, (3) Negligent Failure to Warn, Train or Educate; Case No. 22STCV38269; Superior Court of California, County of Los Angeles; John AVB Doe, et al., Plaintiff v. Los Angeles Unified School District, et al., Defendants.
4. Demarco Law Firm	Plaintiff’s Notice of Minute Order Entry; Case No. 23STCV02661; Superior Court of California, County of Los Angeles; Jane Hab Doe, Plaintiff v. Los Angeles Unified School District, and Does 1-100, Inclusive, Defendants.
5. Herman Law	Summons and Complaint for Damages: (1) Negligence; (2) Negligence (Does 2-25); (3) Negligent Hiring, Retention, and

Supervision (School); (4) Negligent Hiring, Retention, and Supervision (Does 2-25); Case No. 22STCV38039; Superior Court of California, County of Los Angeles; Ciro R. Pineda, Plaintiff v. Los Angeles Unified School District, Does 2-25, Inclusive, Defendants

6. Herman Law  
Summons and Complaint for Damages: (1) Negligence; (2) Negligence (Does 2-25); (3) Negligent Hiring, Retention, and Supervision (School); (4) Negligent Hiring, Retention, and Supervision (Does 2-25); Case No. 22CMCV00304; Superior Court of California, County of Los Angeles; R.B., Plaintiff v. Los Angeles Unified School District, Does 2-25, Inclusive, Defendants.
7. Herman Law  
First Amended Complaint: 1) Negligence (School); 2) Negligence (Does 2-25); 3) Negligent Hiring & Retention (School); 4) Negligent Hiring, Retention and Supervision 2-25; Case No. 22CMCV00597; Superior Court of California, County of Los Angeles; D.H., Plaintiff v. Los Angeles Unified School District, Does 2-25, Inclusive, Defendants.
8. Herman Law  
First Amended Complaint: 1) Negligence (School); 2) Negligence (Does 2-25); 3) Negligent Hiring & Retention, and Supervision (School); 4) Negligent Hiring, Retention and Supervision (Does 2-25); Case No. 22CMCV00697; Superior Court of California, County of Los Angeles; J.D., Plaintiff v. Los Angeles Unified School District, Does 2-25, Inclusive, Defendants.
9. Herman Law  
First Amended Complaint: 1) Negligence (School); 2) Negligence (Does 2-25); 3) Negligent Hiring & Retention, and Supervision (School); 4) Negligent Hiring, Retention and Supervision (Does 2-25); Case No. 22CMCV00662; Superior Court of California, County of Los Angeles; T.A., Plaintiff v. Los Angeles Unified School District, Does 2-25, Inclusive, Defendants
10. Herman Law  
Summons and Complaint for Damages; Case No. 22CMCV00709; Superior Court of California, County of Los Angeles; Andrew Bennett., Plaintiff v. Los Angeles Unified School District, and Does 2-25, Defendants
11. Herman Law  
Summons and Complaint for Damages; Case No. 22CMCV00696; Superior Court of California, County of Los Angeles; E.M., Plaintiff v. Los Angeles Unified School District, and Does 2-25, Defendants.
12. Law Office of Nicole C. Pearson  
Summons and Complaint for Damages: 1) Negligence; 2) Battery; 3) Negligent Hiring, Retention, and Supervision; 4) Unlawful Human Experimentation (Violation of Health &

Safety Code Section 24170-24179.5 et seq.; 5) Violation of Due Process (Article I, Section 1 and 7 of California Constitution); 6) Violation of The Right to Privacy (Article I, Section 1 and 7 of California Constitution); 7) Intentional Infliction of Emotional Distress; 8) Negligent Infliction of Emotional Distress; Case No. 22STCV38363; Superior Court of California, County of Los Angeles; Maribel Duarte, and as GAL for minor Moises Quinonez, Plaintiff v. Los Angeles Unified School District, and Does 1-50, Inclusive, Defendants.

13. Levin Simes Abrams

First Amended Complaint for Damages: 1) Negligence; 2) Negligent Supervision of a minor; 3) Negligent Hiring, Retention, Supervision of Unfit Employees; 4) Violation of Civil Rights (42 U.S.C. section 1983); 5) Violation of Civil Rights (Monell Claim); Case No. 22CMCV00679; Superior Court of California, County of Los Angeles –Compton Courthouse; C.S., Plaintiff v. Los Angeles Unified School District, Does 1-100, Inclusive, Defendants

14. Levin Simes Abrams LLP

Complaint Damages: (1) Negligence, (2) Negligent Supervision of a Minor, (3) Negligent Hiring, Retention, Supervision, of Unfit Employee, (4) Violation of Civil Rights (42 U.S.C 1983), and (5) Violation of Civil Rights (Monell Claim); Case No. 22TRCV01580; Los Angeles County Superior Court – Inglewood Courthouse; M.B., an Individual, Plaintiff v. Los Angeles Unified School District, et al., Defendants

15. Levin Simes Abrams LLP

Summons and Complaint for Damages: (1) General Negligence; (2) Negligent Supervision; (3) Negligent Hiring/Retention; (4) Violation of Civil Rights (42 U.S.C 1983), and (5) Violation of Civil Rights (Monell Claim); Case No. 22CHCV01334; Superior Court of California, County of Los Angeles – Chatsworth Courthouse; Kathrin Strain, Plaintiff v. Los Angeles County Unified School District, Does 1-50, Inclusive, Defendants.

16. M.R. Parker Law

Complaint Damages: (1) Negligence, (2) Negligent Supervision of Students, (3) Negligent Hiring, Supervision, or Retention of Employees, (4) Intentional Infliction of Emotional Distress, and (5) Assault and Battery; Case No. 23STCV02033; Los Angeles County Superior Court – Central District; Jake Luker, a Minor, by and through his GAL, Richard Stenlund, Plaintiff v. Los Angeles Unified School District, et al., Defendants.

17. McElfish Law Firm

First Amended Complaint: 1) Negligent Supervision; 2) Negligent Training; 3) Negligent Hiring & Retention of Employees; 4) Negligence Per Se; 5) Battery; 6) Intentional

Infliction of Emotional Distress; Case No. 30-2020-01160579-CU-PO-CJC; Superior Court of California, County of Orange – Southern District; Luis Orellana, a minor, by and through his GAL, Mayra Amazueca Segura Plaintiff v. Los Angeles Unified School District, Does 1-100, Inclusive, Defendants.

18. McReynolds Vardanyan

Summons and Complaint for Damages: 1) Negligence; Case No. 23CMCV00369; Superior Court of California, County of Los Angeles; Anahi Mercado, a minor by and through her GAL Jackeline Mercado, Plaintiff v. Los Angeles Unified School District, and Does 1-50, Inclusive, Defendants.

19. Plumtree & Brunner LLP

Summons and Complaint for Damages: (1) Breach of Contract; (2) Quantum Meruit; (3) Common Count – Account Stated; (4) Common Count – Open Book (5) Enforce Public Works Stop Notice; (6) On Public Works Payment Bond; (7) On Contractors License Bond; Case No. 23VECV00273; Superior Court of California, County of Los Angeles – Chatsworth Courthouse; Robertson’s Ready Mix, LTD, Plaintiff v. Los Angeles Unified School District, Does Surety 1-50, Inclusive, Does 1-50, Inclusive, Defendants.

20. Qureshi Law

Summons and Complaint for Damages: 1) Negligence; 2) Negligent Hiring, Training, Supervision, and Retention; 3) Negligent Supervision; 4) Violations of the Ralph Act; 5) Violations of the Bane Act; 6) Battery; 7) Assault; Case No. 23STCV00932; Superior Court of California, County of Los Angeles; A.H., a minor, by an through her GAL Jennifer Hvitfeldtsen, Plaintiff v. Los Angeles Unified School District, and Does 1-20, Inclusive, Defendants.

21. Rose, Klein & Marias, LLP

Summons and Complaint for Damages: 1) Negligent Infliction of Personal Injury – Bodily Injury; 2) Negligent Hiring, Supervision, and Retention; 3) Breach of Mandatory Duties – Failure to Supervise; 4) Breach of Mandatory Duties – Safe Place to Learn Act; 5) Negligent Infliction of Emotional Distress; Case No. 22CHCV01092; Superior Court of California, County of Los Angeles, Chatsworth Courthouse; Julio Torrentos, a minor, by and through GAL Rodolfo Torrentos, Plaintiff v. Los Angeles Unified School District, Does 1-100, Inclusive, Defendants.

22. Slater Slater Schulman

Complaint for Personal Injuries and Damages from Childhood Sexual Abuse; Case No. 22CMCV00240; Superior Court of California, County of Los Angeles; Jane Doe, Plaintiff v. Los Angeles Unified School District, Does 1-60, Inclusive, Defendants.

23. Slater Slater Schulman

Complaint for Personal Injuries and Damages from Childhood Sexual Abuse; Case No. 22STCV27056; Superior Court of

California, County of Los Angeles; Jane Doe, Plaintiff v. Los Angeles Unified School District, Does 2-60, Inclusive, Defendants.

24. Slater Slater Schulman  
Complaint for Personal Injuries and Damages from Childhood Sexual Abuse; Case No. 22STCV35324; Superior Court of California, County of Los Angeles; Jane Doe C.J., Plaintiff v. Los Angeles Unified School District, Doe 2, and Does 3-60, Inclusive, Defendants
25. Slater Slater Schulman  
Complaint for Personal Injuries and Damages from Childhood Sexual Abuse; Case No. 22STCV36167; Superior Court of California, County of Los Angeles; Jane Doe D.R., Plaintiff v. Los Angeles Unified School District, and Does 3-60, Inclusive, Defendants.
26. Slater Slater Schulman, LLP  
Complaint for Personal Injuries and Damages from Childhood Sexual Abuse; Case No. 22STCV37608; Superior Court of California, County of Los Angeles; John Doe J.R., Plaintiff v. Los Angeles Unified School District, Does 1-60, Inclusive, Defendants.
27. Stalwart Law Group  
Summons and Complaint for Damages; Case No. 23STCV06608; Superior Court of California, County of Los Angeles; Angel Jose Rivera Ruiz, Plaintiff v. Los Angeles Unified School District, and Does 1-50, Defendants.
28. The Firm LA  
Summons and Complaint for Damages: 1) Negligent Supervision; 2) General Negligence; Case No. 23STCV03828; Superior Court of California, County of Los Angeles – Spring Street Courthouse – Unlimited; S.B., a minor, by and through his GAL La Shae Bowen, Plaintiff v. Los Angeles Unified School District, and Does 1-20, Inclusive, Defendants
29. The Law Offices of Frank H. Canter  
Summons and Complaint for Damages: 1) General Negligence; 2) Property Damage; 3) Personal Injury; 4) Premises Liability; Case No. 23STLC01112; Superior Court of California, County of Los Angeles; Stephanie Goodwin, Plaintiff v. Los Angeles Unified School District, and Does 1-50, Defendants.
30. The Law Offices of Humberto Guizar  
Summons and Complaint for Damages: 1) Negligence; 2) Dangerous Condition of Public Property; 3) Intentional Infliction of Emotional Distress; Case No. 23STCV05224; Superior Court of California, County of Los Angeles; Olvi R. Domingue Quezada, by and through his GAL Carmen Dominguez, Plaintiff v. Los Angeles Unified School District, and Does 1-10, Inclusive, Defendants.

31. The Law Offices of Larry H. Parker, Inc. Summons and Complaint for Personal Injuries; Case No. 23STCV04210; Superior Court of California, County of Los Angeles; Ruben Bobadilla, Plaintiff v. Los Angeles Unified School District, Does 1-100, Inclusive, Defendants.
32. Vardanyan Law Firm Summons and Complaint for Damages; Case No. 23VECV01302; Superior Court of California, County of Los Angeles; Gevork Cherkezian, an Individual, Plaintiff v. Los Angeles Unified School District, and Does 1-50, 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>
33.	Rosa Hernandez	Damages	Adam Llerenas	10-08-22 2 rec'd
34.	Adam Rofer	Damages	Adam Rofer	03-08-23
35.	Adolfo Lares	Damages	Adolfo Lares	02-20-23
36.	Adolfo Lares	Damages	Adolfo Lares	03-13-23
37.	Law Offices of Kottler & Kottler Douglas E. Kottler	Damages	Alexis Edna Rose Skinner	10-31-22
38.	Small Claims Court	Damages	Arthur Dedeyan	02-17-23
39.	Law Office of Greg W. Garrotto Greg W. Garrotto	Damages	Aubree Ann Jones Antonio Jones GAL	10-2022 01-23-23

40.	Scott J. Street	Damages	Brian Selem GAL Brennan	10-03-22 2 rec'd
41.	Casado Law Firm Kelly L. Casado	Damages	Cailo Alburo	11-10-22
42.	Rivers Law, Inc. Surisa E. Rivers	Damages	Carolyn Sanchez Yvette Noe GAL	04-07-22
43.	Deputy City Attorney Michael Yepp	Damages	City of Los Angeles	10-24-21
44.	Emiliano Escamilla Hernandez	Damages	Emiliano Escamilla Hernandez	08-17-22
45.	Law Offices of Barry Zelner Barry Zelner	Damages	Eric Butler II Eric Butler III GAL	10-06-22 and Therefrom
46.	DTLA Law Jazmine Gomez	Damages	Erica Nunez	08-26-22
47.	Sherwet Dawood	Damages	Eugene Estafanos	02-24-23
48.	Guadalupe Ramirez	Damages	Guadalupe Ramirez	03-08-23
49.	The Legal Offices of David Grey Jeffrey L. Molchan	Damages	Hailey Lita Shahbazian Elizabeth Perez Aguilar GAL	09-16-22
50.	Amelia A. Steelhead	Damages	Halo Martinez Laura Guevara GAL	09-22-22
51.	SC Law Siannah Collado	Damages	Heather Wheatley Amber Garza GAL	09-13-22



52.	DTLA Law Jazmine Gomez	Damages	Hector Mora	08-26-22
53.	Brown, Koro, and Romag Jordan D. Taylor	Damages	Isaac Edward Keller	12-15-22
54.	Ismael Manzano	Damages	Ismail Manzano	10-17-22
55.	James Hammond	Damages	James Hammond	03-07-23
56.	Kimyata Sellers	Damages	Jeremiah Nelson	03-17-23
57.	Rosenberg Law Eric Armao	Damages	Justin Armao	04-01-22- 10-06-22
58.	Sara Pezeshkpour	Damages	Kathrina Bautista	01-09-23 01-11-23 01-19-23 01-20-23 01-23-23
59.	Kimberly Alfaro	Damages	Kimberly Alfaro	02-02-23
60.	Kimberly Zenner	Damages	Kimberly Zenner	12-13-22
61.	Shirley Ferien	Damages	London M. Ferien	09-13-22
62.	Susana Atayde	Damages	Maria Guadalupe Atayde Saldana	Approx. 5 months ago

63.	Raymond Ghermezian	Damages	Maria Manzanarez	12-27-22
64.	Law Offices of Fred Hanasab Fred Hanasab	Damages	Marilyn R. Cortes Zapien	09-21-22
65.	DTLA Law Jazmine Gomez	Damages	Mister Jordan	08-31-22
66.	Natalie Becker	Damages	Natalie Becker	02-17-23 03-01-23
67.	DTLA Law Jazmine Gomez	Damages	Nathan Tejada	09-23-22
68.	Jessica Colcuado	Damages	No Claimant Name Listed	02-13-23
69.	The Mason Law Firm Mason Rashtian	Damages	Pedro Alves	03-06-23
70.	The Legal Offices of David Grey Jeffrey L. Molchan	Damages	Rio Chavez Reveles Jennifer Chavez GAL	11-02-22
71.	The Dominguez Firm Carlos A. Gomez	Damages	Rolando Reyes	03-13-23
72.	The Dominguez Firm Carlos A. Gomez	Damages	Rolando Reyes	10-02-22
73.	America Garay	Damages	Ryan Garay America Garay GAL	11-29-22
74.	The Dominguez Firm Erica A. Gonzales	Damages	Samuel Escobar	09-07-22

75.	California Accident Firm Dennis Bendadnia	Damages	Santos Mateo Lopez	01-19-23 2 rec'd
76.	Legal Offices of David Grey Jeffrey L. Molchan	Damages	Sarah Ruby Rodriguez Angelica Rodriguez GAL	01-17-23
77.	Scott Portnoff	Damages	Scott Portnoff	09-16-22
78.	Snueh Mei Yang	Damages	Snueh Mei Yang	01-24-23
79.	Law Office of Maro Burunsuzyan Maro Burunsuzyan	Damages	Varina Goreth Carvajal	09-14-22
80.	Lederer & Nojima, LLP John Nojima	Damages	Zinel Hiutin	09-08-22
81.	Mercury Insurance Erma M. Coronado	Vehcile Damages	Mercury Insurance ASO Mikhali Gershovich	12-20-22
82.	Maribel Renteria	Vehicle Damages	Abel Flores Jr.	01-13-23
83.	Alexander Reyes	Vehicle Damages	Alexander Reyes	03-02-23
84.	Allstate Nicholas Murrell	Vehicle Damages	Allstate Subro Jose Antonio	11-04-22
85.	Progressive Shone Ayers	Vehicle Damages	Avo Kamarzari	12-17-22
86.	Brandon A. Carter	Vehicle Damages	Brandon A. Carter	02-22-23

87.	Chiae Byun-Kitayama	Vehicle Damages	Chiae Byun-Kitayama	03-21-23
88.	Yepremyan Law Firm Nelson Gevorkyan	Vehicle Damages	Conrad Brian Partida	12-20-22
89.	Eden Comes-Daniels	Vehicle Damages	Eden Comess-Daniels	10-31-22
90.	Elaine Adelman	Vehicle Damages	Elaine Adelman	02-07-23
91.	Elisa Garcia	Vehicle Damages	Elisa Garcia	11-08-22
92.	Emiri Ueike	Vehicle Damages	Emiri Ueike	02-15-23
93.	Kathryn Nelson	Vehicle Damages	Farmers Insurance ASO Berta Mendoza	12-08-22
94.	Faustino Reynoso	Vehicle Damages	Faustino Reynoso	03-06-23
95.	Gerardo Cuellar	Vehicle Damages	Gerardo Cuellar	03-07-23
96.	Hanna Lee	Vehicle Damages	Hanna Lee	03-21-23
97.	Natalie Santillan	Vehicle Damages	Hortensia Gittina	02-02-23
98.	Mardirossian Akaragian Armen Akaragian	Vehicle Damages	Hrayer Estanboulion	09-14-22

99.	Isaura Bustos	Vehicle Damages	Isaura Bustos	03-07-23
100.	Jacqueline West	Vehicle Damages	Jacqueline West	02-14-22
101.	Samantha Sotelo	Vehicle Damages	Jeff Lane	03-07-23
102.	Jessica Beltran	Vehicle Damages	Jessica Beltran	02-14-23
103.	United Subrogation Associates Adam Rodriguez	Vehicle Damages	Joanna Hernandez	10-18-22
104.	Jonas Perez Baten	Vehicle Damages	Jonas Perez Baten	02-11-23
105.	Jose Adrian Exiga	Vehicle Damages	Jose Adrian Exiga	01-26-23
106.	Progressive Ins. William Flynn	Vehicle Damages	Junqi Li	09-23-22
107.	La Mikia Castillo	Vehicle Damages	La Mikia Castillo	03-15-23
108.	Luis Pulido Sanchez	Vehicle Damages	Luis Pulido Sanchez	09-09-22
109.	Nicole Eick	Vehicle Damages	Nicole Eick	02-24-23
110.	Noah Nethero	Vehicle Damages	Noah Nethero	02-24-23

111.	Omar Ochoa	Vehicle Damages	Omar Ochoa	03-03-23
112.	Paola Curiel	Vehicle Damages	Paola Curiel	02-10-23
113.	Rene W. Ceron	Vehicle Damages	Renee Ceron	02-16-23
114.	Samuel Levy	Vehicle Damages	Samuel Levy	12-20-22
115.	Sharon Gallego	Vehicle Damages	Sharon Gallego	03-08-22
116.	Stanley D. Taylor	Vehicle Damages	Stanley D. Taylor	12-02-22
117.	Tammy Bartell State Farm Ins. Co	Vehicle Damages	State Garm Mutual Automobile Ins. Co. ASO Emiri Ueike	02-15-23
118.	21 <sup>st</sup> Century Ins. Melissa Fisher	Vehicle Damages	Vitali Kononenko	02-03-23

# TAB 20





## Board of Education Report

[Back to Order of Business](#)

File #: Rep-252-22/23, Version: 1

**Request for Board Authority to Pursue a Waiver to a Portion of Education Code 45272(a)  
through June 30, 2025 [Public Hearing]  
April 18, 2023  
Personnel Commission**

**Action Proposed:**

Authorize the Office of Government Relations in coordination with the Personnel Commission, to seek a two-year extension of temporary flexibilities to a portion of Education Code 45272 (a), so that hiring appointments may be made by schools from other than the first three ranks of eligible applicants on the eligibility list for certain classified school-based entry level positions. The current one-year waiver will expire on June 30, 2023.

**Background:**

Education Code 45272(a) reads:

*(a) All vacancies in the classified service shall be filled pursuant to this article and the rules of the commission, from applicants on eligibility lists which, wherever practicable, as determined by the commission, shall be made up from promotional examinations, or appointments may be made by means of transfer, demotion, reinstatement, and reemployment in accordance with the rules of the commission. All applicants for promotional examinations shall have the required amount of service in classes designated by the commission or meet the minimum qualifications of education, training, experience, and length of service, which shall be determined by the commission to be appropriate for the class for which they have applied...Appointments shall be made from the eligibles having the first three ranks on the list who are ready and willing to accept the position.*

This Board action seeks authorization to request an extension of an existing one-year waiver that provides temporary flexibilities to the last sentence “*Appointments shall be made from the eligibles having the first three ranks on the list who are ready and willing to accept the position.*”

At the Board’s December 7, 2021, meeting, the Board approved the Office of Government Relations (OGR) staff to seek a two-year waiver to a portion of Education Code 45272 (a) to the State Board of Education (SBE). OGR staff submitted for and obtained a waiver for the classifications of Building and Grounds Worker, Food Service Worker, and Special Education Trainee/Assistant. However, the SBE granted the waiver for one year, (since this was a new request), and recommended that the effectiveness of the waiver be studied. The conditions of the waiver also allowed Los Angeles Unified to submit for an extension if the waiver helped to increase the hiring rate of the selected classifications.

The process entailed in Education Code 45272(a) requires that offers of employment be made to the top three candidates on any such eligibility list before any other candidates on the list can be made offers of employment. The process of doing so results in numerous vacancies waiting to be filled at various school sites if the top three ranks of candidates are not available or have interviewed at other schools and accepted offers. The chart below provides the entry-level classifications that would be included and benefit from this waiver.

**Number of Employees Hired**

	<b>Mar - June 2021</b>	<b>Mar - June 2022</b>	<b># Positions</b>	<b>Existing Vacancies (as of 04-03-22)</b>
Building & Grounds Worker	178	323	2,388	208
Food Services Worker	3	244	2,653	232
Special Education Asst./Trainee	96	166	6,462	607
Total:	277	733	11,503	1,047

If the State waiver is approved, school-based, entry-level vacancies such as the ones listed in the table above may be filled simultaneously at various schools throughout the District. Personnel Commission staff estimates granting principals access to the entire eligibility list would speed up the hiring process by three to four weeks for some schools. This flexibility would further reduce staffing shortages in hard to fill entry-level positions and alleviate the risk of losing candidates at the middle or bottom of the list because of extended waiting periods on the eligibility list.

In addition to maintaining the three classifications currently covered by the waiver, Personnel Commission staff requests to add Information Technology Support Technician, Office Technician, and Library Aide to the request for the extension of the current waiver. Currently, as indicated by the chart below, there continues to be significant vacancies for these classified positions which exceed the number of eligible candidates.

	<b># Positions</b>	<b>Vacancies</b>
Information Technology Support Technician	433	43
Library Aide	520	109
Office Technician	1183	145

As required by the SBE waiver process, the Parent Advisory Committee and affected labor groups were consulted regarding this waiver request.

**Expected Outcomes:**

That the granting of a two-year waiver will result in faster job offers to fill vacancies at schools for more candidates.

**Board Options and Consequences:**

The Board may approve the proposal and the Office of Government Relations will proceed to seek the waiver from the SBE, as stated. The Board may elect not to approve the proposal and the rate of filling vacancies at schools will remain governed by three-ranks at a time, which will delay the hiring of qualified candidates for entry-level positions at school sites.

---

File #: Rep-252-22/23, Version: 1

---

**Policy Implications:**

If granted, the temporary waiver will modify the way in which hiring for entry-level classified candidates at school sites are prioritized, based on the candidates' position on the eligibility list. All candidates will be eligible for hire immediately.

**Budget Impact:**

Not Applicable

**Student Impact:**

Filling school-based vacancies faster will positively impact students as incumbents in these positions provide direct services for students.

**Equity Impact:**

Not Applicable

**Issues and Analysis:**

If a waiver is granted, the use of the waiver would be limited to entry-level positions for which an external recruitment is utilized to fill many vacancies. The rule of three ranks would still be followed for positions in non-school offices.

**Attachments:**

Not Applicable

**Informatives:**

Not Applicable

**Submitted:**

04/13/23

**RESPECTFULLY SUBMITTED,**

ALBERTO M. CARVALHO

Superintendent

**APPROVED & PRESENTED BY:**

KARLA M. GOULD

Personnel Director

Personnel Commission

**REVIEWED BY:**

DEVORA NAVERA REED

General Counsel

☒ Approved as to form.**REVIEWED BY:**

TONY ATIENZA

Director, Budget Services and Financial Planning

☒ Approved as to budget impact statement.