

**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  
1208 Magnolia Avenue, Gardena, CA 90247  
11:00 a.m., Tuesday, October 22, 2024

**Roll Call**

**Pledge of Allegiance**

**Board President's Reports**

Labor Partners

Committee Chair Reports

- Special Education Committee
- Safety/School Climate Committee
- Committee of the Whole
- Children and Families in Early Education
- Curriculum and Instruction Committee
- Procurement/Facilities Committee

Election of Board Representative to the California School Boards Association

**Superintendent's Reports (11:30 A.M. Time Certain)**

Cedars Sinai's Team Heal presentation of a ceremonial \$1 million check to the Board and Superintendent

Recognition of LAUSD's Teachers of the Year

Smarter Balance Assessment

**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.

**Student Performance (2:00 P.M. Time Certain)**

Latinx Heritage Month Student Performance, Haddon Avenue STEAM Academy and Magnet Mariachi

## General Public Comment (Approximately 3:30 P.M.)

### Providing Public Comment

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

Each speaker will be allowed a single opportunity to provide comments to the Board, with the exception of public hearings, and shall be given two 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.**

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**.

Speakers addressing items not on the agenda will be heard at approximately 3:30 p.m. Speakers commenting on items on the consent calendar will be heard prior to the Board's consideration of the items, and speakers on items not on the consent calendar will be heard when the item is before the Board.

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

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

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

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

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

The Office of the Inspector General would like to remind you that they investigate the misuse of LAUSD funds and resources as well as retaliation for reporting any misconduct. Anyone can make a report via the OIG hotline on their website (<https://www.lausd.org/oig>), by telephone at 213-241-7778,



or by emailing [inspector.general@lausd.net](mailto:inspector.general@lausd.net). Reports are confidential and you can remain anonymous if you wish.

#### Attending the Meeting

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

## New Business for Action

1. [Board of Education Report No. 048-24/25](#)  
Procurement Services Division  
(Approval of Procurement Actions) Recommends the ratification of 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; Purchase Orders; Goods and General Services Contracts: Purchase Orders; District Card Transactions; Rental of Facilities; Travel/Conference Attendance; General Stores Distribution Center; and Book/Instructional Material Purchase Orders; and approve Professional Service Contracts (exceeding \$250,000): New Contracts; and Goods and General Services Contracts (exceeding \$250,000): New Contracts; and Piggyback Contracts; and After the Fact transactions (ATF) as listed in Attachment “B.”
2. [Board of Education Report No. 041-24/25](#)  
Procurement Services Division – Facilities Contracts  
(Approval of Facilities Contract Actions) Recommends the ratification of the Procurement Services Division contract actions taken by Facilities Contracts under delegated authority as listed in Attachment “A” including: award of advertised construction contracts; award of job order contracts; award of job order contract amendments; approval of change orders; completion of contracts; award of informal contracts; award of architectural and engineering contracts; award of professional services contracts; award of professional services amendment; extra services/amendments for architectural and engineering contracts and approve the proposed contract listed in Attachment B including capacity increase for compressed natural gas contract.
3. [Board of Education Report No. 017-24/25](#)  
Facilities Services Division  
(Consideration of Street Lighting Maintenance Assessment for the Alexandria Safety Improvements No. 2 Lighting District) Recommends authorization of the Chief Facilities Executive and/or her designee to cast the Proposition 218 ballot for street lighting maintenance assessment for the Alexandria Safety Improvements No. 2 Lighting District within the City of Los Angeles and execute any other reasonable instruments on behalf of Los Angeles Unified in an amount not to exceed \$8,065.83 (not including annual Consumer Price Index (CPI) increases).
4. [Board of Education Report No. 054-24/25](#)  
Facilities Services Division  
(Define and Approve Two Early Education Center Outdoor Classroom and Campus Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of two Early Education Center (EEC) Outdoor Classroom and Campus Upgrade Projects at Collins EEC and Glenfeliz Boulevard EEC, and amend the Facilities Services Division Strategic Execution Plan to incorporate therein for a total combined budget of \$12,872,013.
5. [Board of Education Report No. 063-24/25](#)  
Facilities Services Division  
(Define and Approve 13 Board District Priority and Region Priority Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of 13 Board District Priority and Region Priority projects, as listed on Exhibit A, and amend the Facilities Services Division Strategic Execution Plan to incorporate therein for a total budget of \$708,587.

6. [Board of Education Report No. 064-24/25](#)  
Facilities Services Division  
(Approve the Definition of 12 Classroom Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein) Recommends the definition and approval of 12 Classroom Upgrade Projects, as described in Exhibit A, and amend the Facilities Services Division Strategic Execution Plan to incorporate therein for a combined budget of \$106,372,000.
7. [Board of Education Report No. 066-24/25](#)  
Facilities Services Division  
(Adoption of Resolution to Authorize Los Angeles Unified School District Representatives to Continue Performance of all Necessary Functions Related to Federal Emergency Management Agency and California Governor's Office of Emergency Services Financial Assistance Programs) Recommends adoption of the Resolution (Exhibit A) to authorize Los Angeles Unified School District personnel to continue to perform all necessary functions related to Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES) financial assistance programs including the submittal of funding applications, administration of necessary grant-related activities, and the execution of instruments necessary, as legally permissible, to implement the requirements of the grants awards.
8. [Board of Education Report No. 047-24/25](#)  
Accounting and Disbursements Division  
(Report of Cash Disbursements, Request to Reissue Expired Warrants) Recommends ratification of cash disbursements totaling \$1,085,731,616.52 which were made against funds of the District from August 1, 2024 through August 31, 2024, and approval to reissue expired warrants that were not cashed within the prescribed period totaling \$2,493.99.
9. [Board of Education Report No. 049-24/25](#)  
Accounting and Disbursement Division  
(Donations of Money to the District) Recommends approval of the donation of money to the District totaling \$439,441.89.
10. [Board of Education Report No. 077-24/25](#) **NOT ON CONSENT**  
Office of the Chief Business Officer  
(Resolution of the Board of Education of the Los Angeles Unified School District Authorizing the Issuance and Sale of 2024-25 Tax and Revenue Anticipation Notes in the Aggregate Principal Amount of Not To Exceed \$250,000,000, Requesting the Board of Supervisors of the County of Los Angeles to Provide for the Issuance and Sale of Said Notes, Authorizing the Execution and Delivery of a Note Purchase Contract and Approving Other Matters Relating thereto) Recommends approval of the resolution (Attachment A) relating to the issuance and direct placement of 2024-25 Tax and Revenue Anticipation Notes for purposes of paying obligations of the District payable or accruing during Fiscal Year 2024-25, particularly for refunding a portion of near term involuntary tort liability obligations arising as a result of pending and anticipated litigation brought by application of California Assembly Bill Number 218 ("AB 218") and similar childhood sexual assault, abuse and/or molestation claims for tort liability (the "Involuntary Tort Claims").

11. [Board of Education Report No. 050-24/25](#)  
Human Resources Division  
(Approval of Routine Personnel Actions) Recommends approval of 10,469 routine personnel actions such as elections, promotions, transfers, leaves, terminations, separations, permits and approval of senior contracts.
12. [Board of Education Report No. 051-24/25](#)  
Human Resources Division  
(Provisional Internship Permits) Recommends approval of the continuing employment of 27 teachers who are employed under the Provisional Internship Permit requirements, allowing the District to continue to staff subject field shortage classrooms.
13. [Board of Education Report No. 052-24/25](#)  
Human Resources Division  
(Incentive Grant Awards to LAUSD) Recommends approval of grant awards of \$8,976,366 annually to the District (total anticipated through 2027), and authorization of the Chief Procurement Officer or his designee to execute professional services contracts with the partners, colleges and universities.
14. [Board of Education Report No. 042-24/25](#) **PUBLIC HEARING**  
Division of Instruction  
Division of Special Education  
(Diploma with Alternate Assessment Exemption) Provides eligible individuals with exceptional needs, who were enrolled in grade 10 or higher in the 2022-23 school year, with the opportunity to be awarded a high school diploma, pursuant to Education Code Section 51225.32, and recommends authorization for District schools to extend a graduation exemption from all courses and requirements adopted by the Los Angeles Unified Board of Education (Board) that are additional to the statewide course requirements specified in Education Code Section 51225.3.
15. [Board of Education Report No. 043-24/25](#) **PUBLIC HEARING**  
Charter Schools Division  
(Approval of the Renewal Petition for New West Charter) Recommends approval of the renewal petition for New West Charter located in Board District 4 and Region West, for six (6) years, beginning July 1, 2025 until June 30, 2031, to serve 1,150 students in grades 6-12 in year one, and up to 1,150 students in grades 6-12 by the end of the charter term.

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

16. [Mr. Schmerelson – Fostering Healthy Relationships through Digital Citizenship Week \(Res-007-24/25\) \(Noticed September 10, 2024\)](#)

Whereas, The Los Angeles Unified School District has established policies and systems ~~the Instructional Technology Initiative (ITI) with its mission~~ to focus on providing professional opportunities on instructional frameworks that leverage technology in purposeful and personalized ways;

Whereas, The ~~ITI~~ District departments coordinates with one another on instructional technology initiatives ~~and collaborates with various district departments~~ as well as with external partners to serve the needs of District students;

Whereas, The ~~HH~~ District has established mandatory digital citizenship classes for students, exploring topics such as artificial intelligence, responsible digital use, and social media lessons to help build a responsible digital culture in the classroom and beyond;

Whereas, The District distributes professional development opportunities for teachers over the summer that focus on best practices to incorporate technology as a tool to better instruct and manage classroom settings;

Whereas, The LAUSD community is constantly surrounded by technological advancements, whether they are in the classroom, at home, in public spaces, or taking public transit, among other areas;

Whereas, The District is expanding opportunities for eSports programs that incorporate STEAM curriculum, allowing students an accessible pathway into the arts and sciences;

Whereas, The District has established the 2024 Digital Citizenship Challenge, incorporating leaderboards and prizes for the schools that meet or exceed digital citizenship standards;

Whereas, Digital Citizenship fits into LAUSD's strategic plan, focusing on pillars 1A (high-quality instruction), 1C (eliminating opportunity gaps), 2B (whole-child well-being), and 2C (strong social-emotional skills);

Whereas, The District recognizes the importance of inclusivity in digital spaces, ensuring that all students, regardless of socio-economic status, race, ethnicity, gender, or ability, have equitable access to technology and resources necessary for developing digital literacy and citizenship skills;

Whereas, Digital citizenship extends beyond the classroom, requiring students to understand the importance of balanced technology use, managing screen time, and the potential mental and physical health impacts of excessive digital consumption;

Whereas, The District is committed to fostering informed digital participation by teaching students to critically analyze digital content, engage with diverse perspectives online, and contribute to civic and social issues through responsible digital platforms;

Whereas, The District acknowledges the increasing importance of privacy and security in the age of AI, encouraging students to protect personal information online and be alert to online scams, data breaches, and privacy violations;

Whereas, The rise of artificial intelligence and machine learning necessitates teaching students how these technologies influence the information they consume, emphasizing the importance of understanding AI's role in shaping their digital experiences, biases, and decision-making;

Whereas, Digital citizenship education fosters collaboration and problem-solving skills in online spaces, preparing students for a future where teamwork and digital communication are essential in both academic and professional settings;

Whereas, The District is committed to supporting parents and guardians in their roles as digital mentors for their children, offering resources and training on topics such as online safety, cyberbullying prevention, and managing digital footprints;

Whereas, The District aims to promote digital resilience among students, equipping them with the skills to navigate challenges such as misinformation, cyberbullying, and online harassment with confidence, critical thinking, and proactive strategies for positive digital engagement;

Whereas, Academic settings maintain a responsibility to their students to foster a safe environment, teaching students about subjects such as civic engagement and being responsible citizens while addressing the effects ~~negative impacts~~ of cyberbullying and the difference between ~~truths, half-truths, lies,~~ facts, and opinions;

Whereas, The Governing Board of the Los Angeles Unified School District passed the Critical Media Literacy resolution on March 9, 2021, specifically addressing the misinformation campaigns in social media, radio, television, and in publications ~~on Instagram, Facebook, and Twitter/X, among other social media platforms,~~ and what the District can do to teach students about online misinformation;

Whereas, The ~~rise~~ growth of artificial intelligence ~~has posed a danger to student learning, taking content from the internet and reflecting information to users as factual even when it is to the contrary;~~ presents an opportunity to enhance student learning, it is essential to guide students in critically evaluating AI-generated content, helping them discern between accurate information and misinformation; and

Whereas, Studies also show that ~~widespread damage~~ addressing the spread of misinformation ~~has a direct cause of violence, rejection of modern medicine/science, and increase in depression and suicide among student populations and their families and others;~~ can significantly reduce violence, encourage acceptance of modern medicine and science, and promote mental well-being, leading to lower rates of depression and suicide among students, their families and communities; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District will acknowledge the week of Monday, October 16 to Sunday, October 22, 2024, as Digital Citizenship Week;

Resolved further, That all students will complete the Digital Citizenship course to demonstrate ability to discern online scams, AI manipulation and forms of digital misinformation and cyberbullying;

Resolved further, That the Board recommends that the Superintendent or a designee oversee opportunities for parents and guardians to actively participate in Digital Citizenship Week through the parent center, email updates, and other suitable platforms. These efforts will empower them with knowledge about AI-generated content in pictures and videos and best practices in navigating such situations; ~~appropriate mediums to teach them about online scams, AI manipulation in pictures and videos, and best practices for such instances;~~ and, be it finally

Resolved, That District staff will update the Board regarding ~~this matter~~ digital citizenship no later than May 2025 through a presentation during that month's Committee of the Whole or through an informative.

17. Ms. Goldberg – Support for Measure US, Proposition 2, and Proposition 4, Local and State Bonds that will Modernize Schools and Mitigate the Impacts of Climate Change in Our

## Communities (Res-019-24/25) (Waiver of Board Rule 72)

Whereas, Los Angeles Unified School District schools require an estimated \$80 billion in upgrades and modernization that are currently unfunded, and that these capital projects are necessary to students' learning, college and career preparedness, safety, health, and well-being;

Whereas, California has no permanent funding stream for school repairs, and nearly 40% of California students attend schools that do not meet minimum facilities standards, leaving students statewide to deal with leaking roofs, insufficient access to shade and nature, and the impacts of asbestos, mold, lead, and other hazards;

Whereas, The climate change crisis has ushered in an era of extreme heat events, catastrophic fires, and vulnerable water supplies, and these new realities threaten the well-being of Los Angeles Unified School District students, families, staff, and their communities;

Whereas, Measure US, the Los Angeles Unified School District facilities bond, would raise \$9 billion to replace aging and deteriorating school facilities, including school technology infrastructure and equipment, enhance accessibility, expand food services, provide green schoolyards and outdoor learning environments, and promote energy efficiency;

Whereas, Proposition 2, "The K-12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024," would raise \$10 billion to fund construction and modernization of school facilities, career technical education facilities, lead remediation, asbestos abatement, roof replacement, air conditioning, secure school entry, and matching funds for schoolyard greening; and

Whereas, Proposition 4, "The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024," would raise \$10 billion to pay for climate and environmental projects addressing extreme heat mitigation, drinking water, groundwater, flooding, wildfires, and sea rise, and which would make funds available for local parks and green schoolyards; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District strongly endorses Measure US, Proposition 2, and Proposition 4; and, be it finally

Resolved, That by adoption of this resolution, the Board encourages all voting-age students, their families, and District staff to ensure they are registered to vote, that they have a plan to vote, and that they have learned about these critical proposals as well as the other measures, propositions, and candidates on their ballot.

### Board Member Resolutions for Initial Announcement

18. [Ms. Gonez – Reckoning with Our Past, Honoring Our Present: Developing a Los Angeles Unified Land Acknowledgement \(Res-017-24/25\) \(For Action November 19, 2024\)](#)

Whereas, The Los Angeles Unified School District (District) recognizes that we occupy land that was originally and is still inhabited and cared for by the Gabrieleno Tongva and Fernandeño Tataviam tribes;



Whereas, The Gabrieleno Tongva People inhabited the region Tovangar, known today as the Greater Los Angeles Basin, which is the distinct community of the present day San Gabriel Band of Mission Indians (Gabrieleno Tongva Tribal Council) that originated in the cultures of the period preceding the establishment of the San Gabriel Mission from which the natives received the name Gabrieleno;

Whereas, The Fernandeno Tataviam People inhabited the region of Northern Los Angeles County and eastern Ventura County that includes San Fernando, Simi Valley, Santa Clarita, and Antelope Valleys that originated in the cultures of the period preceding the establishment of Mission San Fernando from which the natives received the name Fernandeno;

Whereas, The District proudly serves students self-identified as American Indian /Alaskan Native and Indigenous, including those who are Gabrieleno Tongva and Fernandeno Tataviam, and the District is pursuing a campaign to improve identification of this student group;

Whereas, From an early age students are exposed to pervasive cultural narratives that normalize eurocentrism and white supremacy, which can promote anti-indigeneity and erasure of minority students and be alienating for native and indigenous students;

Whereas, In 2020 the District took a significant step to combat this history of exclusion in the curriculum and adopted the resolution “Ethnic Studies for All Students: Reaffirming our commitment to Ethnic Studies in Los Angeles Unified” to further expand the ethnic studies curriculum throughout all grade levels and make the completion of at least one ethnic studies course a high school graduation requirement starting in the current school year 2024-25 (Res-001-20/21);

Whereas, The District has previously formally recognized the historical and current injustices committed against native and indigenous groups and disinvestment in native and indigenous students and, in 2021, the Board created a 10 million dollar fund dedicated to supporting the unique needs of Native American and Indigenous students and ensuring LAUSD schools affirm their linguistic, cultural, and historic backgrounds and promote their achievement and wellbeing;

Whereas, In 2021 the District formally urged the Office of Federal Acknowledgement within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior to grant long overdue formal Federal recognition of The Fernandeno Tataviam Band of Mission Indians (Res-017-20/21); and

Whereas, The District must join the State of California and County of Los Angeles in exploring the historical relationship between the District, Native Americans and indigenous students and families in the spirit of truth, healing, and reconciliation; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District apologizes on behalf of the Los Angeles Unified School District to tribal governments and communities for the history of maltreatment, subjugation, neglect and trauma that the California public education system has inflicted on the Gabrieleno Tongva, Fernandeno Tataviam, and other local tribes;

Resolved further, That the District acknowledges that colonization in what now constitutes Los Angeles Unified School boundaries resulted in land seizure, disease, slavery, relocation, genocide, multigenerational trauma, and educational disparities, and we are committed to truth, healing, cooperation and to elevating the stories, culture, and community of the original inhabitants of this



land;

Resolved further, That the District shall collaborate with local tribes to explore the historical record and relationship between the District and native and indigenous students, families, and communities, including the District's policies, procedures, and practices that may have harmed Native American and indigenous students, and to develop a public land acknowledgement statement on behalf of the District accompanied by an educational campaign to raise awareness and ensure students have access to educational resources that support their understanding of the history of the land occupied by LAUSD;

Resolved further, That the forthcoming public land acknowledgement be brought back to the Board for a formal vote no later than June 2025 and, once approved, be publicly posted on the District's website with the accompanying educational resources and tools for students and school communities to utilize;

Resolved further, That the District explore the feasibility and options for honoring the history of the land occupied by District and atoning for past injustices, reporting back on findings when the land acknowledgement is considered, including:

- Providing professional development to educators at all grade levels on native histories, the impact of colonization on native tribes and on the land we now occupy, and on the continued existence and culture of local tribes;
- Providing an update on and promoting the Indigenous student identification campaign effort currently underway with the goal of better capturing the number of American Indian/Alaskan Native and Indigenous students served by the District;
- Inclusion of stories, literature, and instruction that centers native voice and native tribes throughout the curricula, especially in grades TK-8, and providing an update to the Board on the implementation of AB1703 and AB1821 to provide accurate instruction on the treatment of Native Americans during Spanish colonization in California;
- District review of school names and mascots to ensure they comply with our existing policies around cultural sensitivities and affirmations in alignment with AB 3074;
- Establishing a dedicated position to work with tribes in alignment with the current efforts of the Multilingual and Multicultural Education Department;
- Prioritizing the inclusion of native plants in the District's design plans for outdoor improvements and greening projects;
- Providing resources to educators in recognition of Indigenous People's Day, National Day of Remembrance, California Native American Day, Native American Heritage Month, and, where appropriate, National Awareness Day for Missing or Murdered Indigenous Women and Girls;
- Increasing the representation of native artists in the painting of murals on school campuses, and, be it finally,

Resolved, That the District reaffirms its support and advocacy for the federal recognition of the Gabrieleno Tongva and Fernandeño Tataviam and commits itself to advocating for the federal recognition of the First People of Los Angeles County.

19. [Dr. McKenna, Mr. Schmerelson – Recognizing November as National Runaway and Homeless Youth Prevention Month \(Res-020-24/25\) \(For Action November 19, 2024\)](#)

Whereas, November is National Runaway and Homeless Youth Prevention Month;

Whereas, Runaway and homeless youth, defined as young people between 12 and 24 years of age, have the least access to essential opportunities and supports;

Whereas, The prevalence of runaways and homelessness among youth is staggering, with studies suggesting that nationally between 1,600,000 and 2,800,000 youth up to 24 years of age experience homelessness every year, of which an overrepresentation, compared to the general youth population, are youth of color, gay, lesbian, bisexual, or transgender;

Whereas, Based on national surveys and California's youth population, an estimated 200,000 youth under 18 years of age, and thousands more who are 18 to 24 years of age, are homeless for one or more days each year;

Whereas, The percentage of unaccompanied homeless youth who are unsheltered in California stands at 68.2 percent, which is the second highest in the country. California also has 29 percent of the homeless youth in the country, the largest number of homeless youth of any state;

Whereas, An estimated 44,007 children and youth experienced homelessness in Los Angeles County in the 2023-2024 school year;

Whereas, Runaway and homeless youth flee conflict, abuse, neglect, or increasingly, poverty in their homes. They have become disconnected from educational systems and the workforce, and do not have the skills and financial resources to live on their own. The factors impacting youth homelessness are complex and differ from those impacting other homeless populations;

Whereas, Runaway and homeless youth who live on the street are victims of physical abuse, sexual exploitation, human trafficking, and crime in untold numbers. An estimated 300,000 youth are either victims or at risk of becoming victims of the commercial sexual exploitation of children each year, and sixty percent of these victimized children are homeless;

Whereas, Homeless youth tend to have started using drugs at a younger age, often before 15 years of age. Early drug use and abuse is predictive of serious adult addiction problems and long-term homelessness;

Whereas, Youth who "age out" of the foster care system are at an increased risk of homelessness, and represent an estimated 20 percent of the 20,000 youth who leave foster care and are currently homeless;

Whereas, Youth without a high school diploma are 346 percent more likely to experience homelessness than their peers who complete high school;

Whereas, Providing safe, stable, and permanent housing for runaway and homeless youth is a family, community, state, and national priority, and homeless youth are considered one of the unique populations in the homeless community by the United States Interagency Council on Homelessness;

Whereas, The future well-being of our state depends on the value we place on our youth, and, in particular, on our actions to provide the most vulnerable young people in the state with opportunities to acquire the knowledge, skills, and abilities they need to find and maintain stable housing and develop into healthy and productive adults;

Whereas, When targeted resources are invested, we see a significant increase in the number of communities with youth-specific housing and programs that will help prevent youth from becoming chronically homeless. California has increased the number of youth beds from 3,159 in 2015 to 6,240 in 2023;

Whereas, The California Coalition for Youth has operated the California Youth Crisis Line (1-800-843-5200), 24 hours a day, seven days a week, for over 30 years as the state's only emergency response system for youth in crisis, and which began offering chat-to-text counseling services in 2016;

Whereas, The California Coalition for Youth, along with other community-based organizations, providers, and advocates, are sponsoring California's thirteenth annual Runaway and Homeless Youth Prevention Month to increase awareness and action on behalf of youth at risk or currently living on the street;

Whereas, The Governing Board of the Los Angeles Unified School District recognizes the important role education can play in preventing and ending youth homelessness; the District provides assistance to children, youth, and families experiencing homelessness ensuring the their access to the same free, appropriate public education, including public preschools, provided to other children and youth; and

Whereas, Awareness of the tragedy of youth experiencing homelessness and its causes must be heightened to ensure greater support for effective programs aimed at preventing homelessness and helping youth remain off the streets; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District declares November 2024 Homeless Youth Awareness Month; and, be it finally

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

## **Resolutions Requested by the Superintendent**

### **20. [Appointment of Alternate Member to the School Construction Bond Citizens' Oversight Committee \(Sup Res-005-24/25\)](#)**

Resolved, That the Governing Board of the Los Angeles Unified School District ratifies the appointment of Dr. Bevin Ashenmiller, representing the Los Angeles Tenth District of the California Congress of Parents, Teachers and Students, Inc. (10th District PTSA), as an alternate member to the School Construction Bond Oversight Committee for a two-year term commencing immediately. Dr. Ashenmiller is not an employee, official, vendor, contractor, or consultant of the District.

## Public Hearings

### 21. [Charter Petitions for Public Hearing \(004-24/25\)](#)

Math and Science College Preparatory (Board District 1, Region West)

Consideration of the level of support for a renewal start-up independent charter petition requesting to serve up to 532 students in grades 9-12 beginning its next term in the 2025-2026 school year, with a proposed location of 3202 W. Adams Blvd., Los Angeles, CA 90018.

Stella Elementary Charter Academy (Board District 1, Region West)

Consideration of the level of support for a renewal start-up independent charter petition requesting to serve up to 479 students in grades TK-4 beginning its next term in the 2025-2026 school year, with a proposed location of 2636 S. Mansfield Ave., Los Angeles, CA 90016 and 4196 Marlton Ave., Los Angeles, CA 90008.

## Correspondence and Petitions

### 22. [Report of Correspondence \(ROC-003-24/25\)](#)

## Minutes for Board Approval

23. Minutes for Board Approval (Min-002-24/25)  
[April 18, 2023 Regular Board Meeting, 1:00 p.m.](#)  
[May 7, 2024 Regular Closed Session, 9:00 a.m.](#)  
[May 7, 2024 Regular Board Meeting, 1:00 p.m.](#)

## Announcements

24. [Notice of action at the November 19, 2024 Regular Board Meeting – Reappointment of Member to the Personnel Commission \(Sup Res 004-24/25\)](#)

Resolved, That the Governing Board of the Los Angeles Unified School District reappoints Joseph L. Paller, Jr. as a member of the Personnel Commission of the Los Angeles Unified School District for a three-year term pursuant to California Education Code Section 45245.

## New Business for Action, continued

25. [Board of Education Report No. 070-24/25](#)  
Transportation Services Branch and Eco-Sustainability Office  
(Adoption of Resolution Authorizing Application to the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project and Authorizing Performance of All Functions Needed to Participate in the Project) Recommends adoption of the Board of Education Resolution (Attachment A), which authorizes participation in the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project, and submission of an application to the ZESBI Incentive Project.

## Miscellaneous Business

26. 60 Day Extension of Provisionally Approved Members of the Integrated Pest Management Team (018-24/25)

## Adjournment

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

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

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

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the Security Desk on the first floor of the Administrative Headquarters, and at:

<https://www.lausd.org/boe#calendar73805/20241007/event/71688>

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



# TAB 1



## Board of Education Report

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File #: Rep-048-24/25, Version: 1

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### Approval of Procurement Actions

October 22, 2024

### 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; Purchase Orders; Goods and General Services Contracts: Purchase Orders; District Card Transactions; Rental of Facilities; Travel/Conference Attendance; General Stores Distribution Center; and Book/Instructional Material Purchase Orders; and approve Professional Service Contracts (exceeding \$250,000): New Contracts; and Goods and General Services Contracts (exceeding \$250,000): New Contracts; and Piggyback Contracts; and After the Fact transactions (ATF) as listed in Attachment "B."

#### Background:

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

#### Expected Outcomes:

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

#### Board Options and Consequences:

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

#### Policy Implications:

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

#### Budget Impact:

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

**File #:** Rep-048-24/25, **Version:** 1

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

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

- Professional Service Contracts (exceeding \$250,000): New Contracts; and
- Goods and General Services Contracts (exceeding \$250,000): New Contracts; Piggyback Contracts; and
- After the Fact transactions (ATF)

**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:**

09/24/24



**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  
SUNG YON LEE  
Deputy Chief Business Officer  
Office of the Deputy Chief Business Officer☒ Approved as to form.**REVIEWED BY:****APPROVED & PRESENTED BY:**  
NORBERTO DELGADILLO  
Deputy Chief Business Officer, Finance  
MATTHEW A. FRIEDMAN  
Interim Chief Procurement Officer  
Procurement Services Division☒ Approved as to budget impact statement.

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY****A. PROFESSIONAL SERVICES CONTRACTS/AMENDMENTS/ASSIGNMENTS ALREADY AWARDED NOT EXCEEDING \$250,000****Item A****HUMAN RESOURCES DIVISION****\$150,000**

| <u>CONTRACTOR</u>                           | <u>IDENTIFICATION</u><br><u>NO.</u> | <u>CONTRACT TERM</u> | <u>SOURCE OF FUNDS</u>                                                          | <u>AMOUNT</u> |
|---------------------------------------------|-------------------------------------|----------------------|---------------------------------------------------------------------------------|---------------|
| California State University,<br>Los Angeles | C3883                               | 01/11/24 – 06/01/26  | Computer Science<br>Supplementary<br>Authorization<br>Incentive Grant<br>(100%) | \$150,000     |

Ratification of a single-source named-in-grant teacher residency contract for teacher reimbursement in the Computer Science Supplementary Authorization program (CSSA) designed for practicing teachers with an interest in adding an introductory supplemental authorization in computer science, which will be offered as an online synchronous course. Completing the courses in a focused area of computer science meets the requirements set forth by the California Commission on Teacher Credentialing.

California State University, Los Angeles (CSULA or Cal State LA) will provide coursework for 60 LAUSD teachers over the course of three years (20 per year/cohort) to obtain a Computer Science (CS) Supplementary Authorization.

The contract is needed for continued support of the Computer Science Supplementary Authorization Program for LAUSD in-service teachers.

This grant will strengthen District efforts to address the growing computer science teacher shortage in K-9 schools. This grant will address the computer science teacher shortage by providing an accessible and affordable program to teachers to obtain their Computer Science Supplementary Authorization through the CSSA at Cal State LA.

There are currently 220 teachers teaching computer science courses Districtwide. Through this collaboration, the target for the CSSA at Cal State LA will be 60 additional authorized computer science teachers at elementary and middle schools. Increasing the number of authorized teachers ensures more students across the District have equitable access to appropriately trained teachers who have the skills and pedagogy to implement rigorous computer science instruction. Finally, this grant also supports the District's commitment to providing computer science education for all students before they graduate.

LAUSD will announce the opportunity to all teachers across school sites via emails, flyers, and online/off-line bulletin boards and solicit applications. Any interested teacher is eligible to apply for the grant program. Annually, dedicated District program personnel will select 20 teachers based on the need of the applicant's site location.

ATTACHMENT A

APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY

The vendor has been doing business with the District since 2015.

This contract supports Pillar 1, Academic Excellence, through Priority 1D: College and Career Readiness.

**Requester:**  
Francisco J. Serrato Ed.D, Chief Human Resources Officer  
Human Resources Division

**Equity Impact:**

| Component               | Score | Score Rationale                                                                                                                                                                           |
|-------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recognition             | 3     | Prepare teachers to teach Computer Science (CS) ensuring LAUSD students have access to computer science courses.                                                                          |
| Resource Prioritization | 3     | There is an urgent need for quality CS education for K-12 students, particularly in high-need schools which are often staffed by novice teachers.                                         |
| Results                 | 3     | Greater access to computer science courses will ensure goal attainment of every student taking at least one computer science class taught by a CS authorized teacher prior to graduation. |
| TOTAL                   | 9     |                                                                                                                                                                                           |

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY****A. PROFESSIONAL SERVICES NO-COST MEMORANDUM OF UNDERSTANDING/  
AMENDMENTS/ ASSIGNMENTS ALREADY AWARDED****Item B****REGION SOUTH**

|                                                                  |                                  |                     |           |     |
|------------------------------------------------------------------|----------------------------------|---------------------|-----------|-----|
| <b>Michael's Daughter<br/>Foundation / <a href="#">C3400</a></b> | Filming and<br>Animation Program | 08/19/24 – 12/14/24 | Carson HS | \$0 |
|------------------------------------------------------------------|----------------------------------|---------------------|-----------|-----|

**DIVISION OF INSTRUCTION**

|                                                               |                                |                     |              |     |
|---------------------------------------------------------------|--------------------------------|---------------------|--------------|-----|
| <b>The Hero in You<br/>Foundation / <a href="#">C3878</a></b> | School-based Safety<br>Program | 01/25/25 – 01/25/30 | Districtwide | \$0 |
|---------------------------------------------------------------|--------------------------------|---------------------|--------------|-----|

|                                                       |                                                               |                     |              |     |
|-------------------------------------------------------|---------------------------------------------------------------|---------------------|--------------|-----|
| <b>Wasserman Next Gen /<br/><a href="#">C3861</a></b> | Canva for Learning<br>Professional<br>Development<br>Services | 02/28/24 – 02/27/29 | Districtwide | \$0 |
|-------------------------------------------------------|---------------------------------------------------------------|---------------------|--------------|-----|

|                                                                                 |                              |                     |              |     |
|---------------------------------------------------------------------------------|------------------------------|---------------------|--------------|-----|
| <b>Students Run America<br/>dba Students Run LA /<br/><a href="#">C3879</a></b> | Marathon Training<br>Program | 08/28/24 – 06/30/29 | Districtwide | \$0 |
|---------------------------------------------------------------------------------|------------------------------|---------------------|--------------|-----|

**DIVISION OF SCHOOL OPERATIONS**

|                                                                             |                                                     |                     |              |     |
|-----------------------------------------------------------------------------|-----------------------------------------------------|---------------------|--------------|-----|
| <b>City of Los Angeles, Office<br/>of the Mayor / <a href="#">C3193</a></b> | Gang Reduction and<br>Youth Development<br>Programs | 08/12/24 – 08/11/29 | Districtwide | \$0 |
|-----------------------------------------------------------------------------|-----------------------------------------------------|---------------------|--------------|-----|

|                                                                                                                                                                                         |                                         |                     |              |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------|--------------|-----|
| <b>The United States<br/>Attorney's Office for the<br/>Central District of<br/>California and The United<br/>States Department of<br/>Homeland Security /<br/><a href="#">C3179</a></b> | Cyber Safety for<br>Students Initiative | 08/01/24 – 07/31/26 | Districtwide | \$0 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------|--------------|-----|

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY****B. PROFESSIONAL SERVICES NO-COST MEMORANDUM OF UNDERSTANDING/  
AMENDMENTS/ ASSIGNMENTS ALREADY AWARDED****DIVISION OF STUDENT HEALTH AND HUMAN SERVICES**

| <u>CONTRACTOR /<br/>IDENTIFICATION NO.</u>                                               | <u>DESCRIPTION</u>                                            | <u>CONTRACT TERM</u> | <u>SITE</u>                  | <u>AMOUNT</u> |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------|------------------------------|---------------|
| <b>County of Los Angeles<br/>Department of Mental<br/>Health / <a href="#">C3855</a></b> | Specialty Mental<br>Health Services                           | 07/12/24 – 06/30/29  | Districtwide                 | \$0           |
| <b>AFS-USA, Inc. / <a href="#">C3862</a></b>                                             | Foreign Student<br>Admissions for<br>J-1 Exchange<br>Students | 06/01/24 – 05/31/29  | High Schools<br>Districtwide | \$0           |
| <b>Youth for Understanding<br/>USA, Inc. / <a href="#">C2719</a></b>                     | Foreign Student<br>Admissions for<br>J-1 Exchange<br>Students | 07/23/24 – 07/22/29  | High Schools<br>Districtwide | \$0           |
| <b>ASSE International, Inc. /<br/><a href="#">C3446</a></b>                              | Foreign Student<br>Admissions for<br>J-1 Exchange<br>Students | 08/23/24 – 08/22/29  | High Schools<br>Districtwide | \$0           |

## ATTACHMENT A

**APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY****Item C – August 2024****C. PROFESSIONAL SERVICES NOT EXCEEDING \$250,000****AUGUST 2024 = \$3,920,879****YTD = \$4,712,016**

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>August<br/>Qty of POs</u> | <u>YTD<br/>Qty of POs</u> | <u>August Total</u>                             | <u>YTD<br/>Total</u> |
|-----------------------------------------|------------------------------|---------------------------|-------------------------------------------------|----------------------|
| Purchase Orders –<br><i>August 2024</i> | <b>313</b>                   | 381                       | <b>\$3,920,879</b><br><i>(Median - \$9,675)</i> | \$4,712,015          |

**AUGUST 2024 = \$30,299,001****D. GOODS AND GENERAL SERVICES NOT EXCEEDING \$250,000****YTD = \$58,142,613**

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>August Qty<br/>of POs/<br/>Transactions</u> | <u>YTD<br/>Qty of POs/<br/>Transactions</u> | <u>August Total</u>                              | <u>YTD<br/>Total</u> |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------|--------------------------------------------------|----------------------|
| <i>Purchase Orders – August 2024</i>                                                                   | <b>3,734</b>                                   | 6,120                                       | <b>\$15,424,797</b><br><i>(Median – \$1,097)</i> | \$26,483,400         |
| DISTRICT CARD<br>TRANSACTIONS (i.e., P-Card,<br>Fuel Card, Toshiba Card, etc.) –<br><i>August 2024</i> | <b>14,781</b>                                  | 18,903                                      | <b>\$5,848,183</b><br><i>(Median - \$105)</i>    | \$8,110,876          |
| Rental Facilities – <i>August 2024</i>                                                                 | <b>1</b>                                       | 4                                           | <b>\$98,803</b><br><i>(Median - \$98,803)</i>    | \$108,193            |
| Travel/Conference Attendance -<br><i>August 2024</i>                                                   | <b>42</b>                                      | 56                                          | <b>\$78,101</b><br><i>(Median – \$1,845)</i>     | \$108,580            |
| GENERAL STORES<br>DISTRIBUTION CENTER –<br><i>August 2024</i>                                          | <b>145</b>                                     | 221                                         | <b>\$2,596,790</b><br><i>(Median - \$4,182)</i>  | \$4,043,328          |
| BOOK/INSTRUCTIONAL<br>MATERIAL<br>PURCHASE ORDERS (BPO) –<br><i>August 2024</i>                        | <b>373</b>                                     | 1,181                                       | <b>\$6,252,327</b><br><i>(Median - \$4,661)</i>  | \$19,288,236         |
| <b>GRAND TOTAL – August 2024</b>                                                                       |                                                |                                             |                                                  | <b>\$34,219,880</b>  |

## ATTACHMENT B

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

**A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item D****DIVISION OF INSTRUCTION****\$6,000,000**

| <u>CONTRACTOR</u>           | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u>  | <u>SOURCE OF<br/>FUNDS</u> | <u>AMOUNT</u> |
|-----------------------------|-------------------------------------|-----------------------|----------------------------|---------------|
| <b>CharacterStrong;</b>     | C2718                               | 10/25/24 – 10/11/27   | Title IV                   | \$6,000,000** |
| <b>Franklin Covey;</b>      | C2742                               | includes two (2) one- | (50%)                      |               |
| <b>Harmony Academy at</b>   | C2744                               | year renewal options  | Various per                |               |
| <b>National University;</b> | C2745                               |                       | requesting                 |               |
| <b>School-Connect;</b>      | C2746                               |                       | school or                  |               |
| <b>Sown to Grow</b>         | (RFP 2000003508)                    |                       | office                     |               |
|                             |                                     |                       | (50%)                      |               |

**\*EXISTING CONTRACTORS:** 7 Mindsets Academy, LLC, dba 7 Mindsets; Committee for Children; Educate Foundation; Inner Explorer, Inc.; Moving Forward Institute; Navigate 360, LLC; Newsela, Inc.; Rethink Autism, Inc., dba Rethink Ed; Ripple Effect, Inc.; Success for All Foundation; and Quavered, Inc.

Approval to award five (5) new formally competed contracts procured through a Request for Proposals (RFP) process, to be added to the existing bench of 11 contracts\* (Board Report No. 049-22/23) via “refresh”, and increase capacity by \$6,000,000, to support the implementation of the Social Emotional Learning (SEL) programs within the District. The authority to increase or decrease the amounts of these contracts will be limited to the updated aggregate value of \$16,000,000.

Vendors provide access to digital lessons and activities that are evidence-based and aligned with the CASEL framework and the District's SEL Competencies and are differentiated for application with a variety of stakeholders. Access to vendor platforms include PD and site support for implementation for schools. Access to aligned curricular materials are included, including support to access and use the materials with targeted learners. Specifically, the added vendors will provide support staff with access to SEL instructional activities and strategies to provide students in support of District Goal 4.

The current bench focuses primarily on Tier 1 SEL instruction in the classroom, whereas the added vendors support the District’s transformative SEL instructional approach which is most effective in achieving student application of SEL byway of SEL integration. The added vendors provide schools specific instructional tools for support staff such as: MTSS support staff, counselors, administrators, special education staff, PSAs, PSWs, restorative justice staff, school climate advocates and paraprofessionals.

## ATTACHMENT B

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

The goal is to use SEL to increase positive outcomes for students, educators and support staff, including increased social emotional competence in self-management, self-efficacy, growth mindset and social awareness. With the exception of the Division of Instruction's (DOI) primary Tier 1 instructional curriculum contractors (Committee for Children and Inner Explorer), who's services are funded centrally with Title IV funds for Districtwide licenses, other District departments and schools may purchase services from the remaining contractors to support District Goal 4. DOI will support schools with SEL integration by providing access to professional development and resources designed to assist school teachers and support staff in providing SEL lessons, activities and strategies that best fit the needs of their students and stakeholders.

Direct instruction in SEL, combined with supportive programs, is essential for improving both adult and student outcomes in SEL competencies. Effective SEL instruction must extend beyond the classroom, influencing administrative practices and operations with the adoption of SEL curricula. The primary goal is to enhance social emotional competencies such as self-management, self-efficacy, growth mindset, and social awareness among students, educators, and support staff, ultimately leading to improved academic outcomes and increased staff performance. To achieve these goals, the District requires curricula consisting of two modules: professional learning in the use of evidence-based SEL curricula and/or the integration of social emotional learning into academic content; and curricula for direct instruction. This refreshed bench of SEL contractors were selected to address these needs.

Twenty proposals were received and five were deemed qualified. The source selection committee consisted of seven subject matter experts in the Division of Instruction, four from the SEL Department and three Administrative Coordinators. Firms were evaluated on qualifications and experience; qualifications and experience of personnel; technical solution/project approach; Small Business Enterprise (SBE) participation; Work Based Learning Partnership (WBLP) plan; and price.

This action supports the District's Strategic Plan, specifically Pillar 2-2C, Strong Social-Emotional Skills. One hundred percent of students in elementary, middle, and high school will engage in integrated evidence-based SEL instruction by 2026 as evidenced by classroom curriculum usage reports. By 2026, 50% of students will access and upload artifacts using the SEL portfolio in grades 2, 5/6, 8, 10, and 12 to deepen our understanding of student development in SEL and provide recommendations for multi-tiered systems of support.

Franklin Covey has been doing business with the District for 11 years, providing valuable services and resources. Character Strong has been a partner for one year, while Harmony Academy has been collaborating with the District for 11 years. School Connect and Sown to Grow are both new vendors, bringing fresh perspectives and offerings to our education community.

The original budget of \$10,000,000 was nearly exhausted by year two. An increase in the aggregate contract capacity is necessary to support the portfolio rollout and the anticipated rise in professional development needs for the 2024-25 and 2025-2026 school years.

Original Authorized Value: \$10,000,000

\*\*Additional Authorized Value: \$6,000,000

**Aggregate Value For Sixteen (16) Contracts: \$16,000,000**



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

**Requester:**

Justin Lauer, Director of Middle School Instruction  
 Division of Instruction

**Equity Impact:**

| Component                      | Score    | Score Rationale                                                                                                                                                                                                                           |
|--------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>2</b> | The scoring criteria for the materials that will be procured under this bench contract requires that the products are inclusive, sensitive to all student populations, culturally proficient and that all student groups are represented. |
| <b>Resource Prioritization</b> | <b>3</b> | Curricula and resources procured through this bench contract will be distributed to schools that are prioritized based on SENI guidelines and schools recognized as needing resources.                                                    |
| <b>Results</b>                 | <b>3</b> | Implementation of SEL resources is likely to close the opportunity gap or achievement gaps because high quality instruction results in 11-13% gain in academic outcomes.                                                                  |
| <b>TOTAL</b>                   | <b>8</b> |                                                                                                                                                                                                                                           |

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

**A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item E**

| <b><u>EDUCATION TRANSFORMATION OFFICE</u></b> |                                                                                                                                                          |                                                                |                                   | <b>\$45,000,000</b>                                                                                                            |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b><u>CONTRACTOR</u></b>                      | <b><u>IDENTIFI-<br/>CATION<br/>NO.</u></b>                                                                                                               | <b><u>CONTRACT TERM</u></b>                                    | <b><u>SOURCE OF<br/>FUNDS</u></b> | <b><u>AMOUNT</u></b>                                                                                                           |
| <b>Various Vendors*</b>                       | 4400011270<br>through<br>4400011290<br>4400011291<br>through<br>4400011300<br>4400011302<br>through<br>4400011327<br>4400012952<br>through<br>4400012959 | 05/01/23 – 04/30/26,<br>two (2) option years<br>(OY) remaining | General Funds<br>(100%)           | \$45,000,000**<br>(Previously<br>authorized –<br>Board Reports<br><a href="#">187-22/23</a> and<br><a href="#">268-23/24</a> ) |

Authorization to increase the aggregate contract capacity of 65 formally competed contracts by \$45,000,000, in support of schools serving the Black Student Achievement Plan (BSAP) for students and families. Services will be provided in the following two categories: (1) Community Based Safety Program (CBSP) Program, and (2) Community Partnerships ([List of 65 BSAP Contractors](#)). The authority to increase or decrease the amounts of these contracts will be limited to the updated aggregate value of \$105,000,000.

The vendors for BSAP programs: community-based safety and community partnerships 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 up to 35,000 kindergarten through twelfth-grade students (and their guardians) attending the 215 [List of BSAP Schools](#), with primary focus of these services being for BSAP Group 1 schools.

The bench of 65 contracts was established in 2023 and updated in 2024 via a "refresh". The Source Selection Committee (SSC) consisted of 59 combined subject matter experts from community-based safety and community partnerships departments. Factors utilized to score the proposals were based on meeting the District's stated minimum qualifications and fell within the competitive range established by the SSC.

## ATTACHMENT B

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

Prior to the establishment of the bench, (38) of the 65 vendors had worked with LAUSD. The remaining vendors were new to the District and most of them are non-profit organizations with experience in serving local communities and public agencies within the City of Los Angeles and Los Angeles County. Since the bench contracts were executed, an additional five vendors have provided services to LAUSD.

This action supports the District's Strategic Plan Pillar 2-2A and 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 CBSP Program 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.

Initial Aggregate Value: \$60,000,000

\*\*Additional Authorized Value: \$45,000,000

**Aggregate Value for Sixty-Six (65) Contracts: \$105,000,000**

**Requester:**

Robert Whitman, Education Transformation Officer  
Education Transformation Office

**\*EXISTING CONTRACTORS:** Social Justice Learning Institute; Dynasty's United Youth Association; New Hope Academy; reDiscover Center; Boys and Girls Club - Carson; Educate California; 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; SistahFriends 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, 5M Legacy; After School Interscholastic Sports Academy (ASISA); Anda's Wellness LLC (SBE); Arithmetic Solutions, LLC; Artist Collective, dba Robert Gillian; AWS Services & Nursing, Inc.; California Association of African American Superintendents and Administrations (C.A.A.A.S.A.); Calibrate; Children Youth & Family Collaborative (CYFC); Cooking with Gabby; Game Breakers, Inc.; Generation Connect IO (SBE); Glad Academics LLC; GWAP Consulting, LLC; Heart of Los Angeles Youth, Inc.; Imagine Etiquette, Inc.; InspireFlow Arts, LLC (SBE); Intervene K-12; Music Counts LLC (SBE); Music Notes LLC; Preparing an Educational Atmosphere that Cultivates Excellence (P.E.A.C.E.); Paint Noir, LLC; Parent Educators Teachers & Student in Action (PESA); Playworks Education Energized; Pretty Brown Girl, LLC; Pulse Arts, Inc.; Reach One Teach One, Inc.; School Yard Rap; Seeds Training; Stepping in the Right Direction; Strong Shoulders Agency; Takeoff to Tyland, LLC Tyland Rockets; The Chloe and Maud Foundation; The Engineer Factory; The Plus Me Project; The Uprooted Way; The Village Nation dba Fluke Flucker; Damen Fletcher, dba Train of Thought; True Health 4ever LLC (SBE); Unapologetically Blessed Teen Center Inc.; Urban Odyssey Tours; Village Life Education (SBE); YMCA Metro Los Angeles; and Zinco Education

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                          |
|--------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>4</b>     | Addresses the longstanding disparities in educational outcomes between Black students and their non-Black peers.                                                                                                                                                                |
| <b>Resource Prioritization</b> | <b>4</b>     | 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 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/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

**Item F**

| <b><u>HUMAN RESOURCES DIVISION</u></b> |                                    |                             |                                                                                                | <b>\$600,000</b>     |
|----------------------------------------|------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------|----------------------|
| <b><u>CONTRACTOR</u></b>               | <b><u>IDENTIFI-<br/>CATION</u></b> | <b><u>CONTRACT TERM</u></b> | <b><u>SOURCE OF<br/>FUNDS</u></b>                                                              | <b><u>AMOUNT</u></b> |
| <b>UCLA - GSEIS-Center<br/>X</b>       | <b><u>NO.</u><br/>C3881</b>        | <b>09/22/22 – 12/30/26</b>  | <b>Computer<br/>Science<br/>Supplementary<br/>Authorization<br/>Incentive Grant<br/>(100%)</b> | <b>\$600,000*</b>    |

Authorization to negotiate and execute amendments to increase capacity of a named-in-grant teacher residency contract. UCLA will provide coursework for 120 LAUSD teachers over the course of four years to obtain a Computer Science Supplementary Authorization (CSSA).

The contract is needed for continued support of the computer science teacher residency program.

The District and UCLA were co-applicants for the grant. This grant will strengthen District efforts to address the growing computer science teacher shortage in K-12 schools. This grant will address the computer science teacher shortage by providing an accessible and affordable program to teachers to obtain their Computer Science Supplementary Authorization through the CSSA at UCLA.

Currently, there are only 220 teachers teaching computer science courses Districtwide. Through this collaboration, the target for the CSSA will be 120 additional authorized computer science teachers at the elementary and secondary levels. Increasing the number of authorized teachers ensures more students across the District have equitable access to appropriately trained teachers who have the skills and pedagogy to implement rigorous computer science instruction. Finally, this grant also supports the District's commitment to providing computer science education for all students before they graduate.

LAUSD will announce the opportunity to all teachers across school sites via emails, flyers, and online/off-line bulletin boards and solicit applications. Any interested teacher is eligible to apply for the grant program. Annually, dedicated District program personnel will select 8-12 teachers based on the need of the applicant's site location.

The UCLA CSSA program is an officially approved and developed certificate program. The program offers a set of courses designed to meet the CTC's supplementary authorization requirements in terms of subjects and units.

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

This contract supports Pillar 1, Academic Excellence, through Priority 1D: College and Career Readiness.

Initial Contract Value: \$0.00  
 \*Amendment 1: \$300,000  
 \*Amendment 2: \$300,000  
**Aggregate Contract Value: \$600,000**

**Requester:**

Francisco J. Serrato, Ed.D, Chief Human Resources Officer  
 Human Resources Division

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                    |
|--------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>3</b>     | Prepare teachers to teach Computer Science (CS) ensuring LAUSD students have access to computer science courses.                                                                          |
| <b>Resource Prioritization</b> | <b>3</b>     | There is an urgent need for quality CS education for K-12 students, particularly in high-need schools which are often staffed by novice teachers.                                         |
| <b>Results</b>                 | <b>3</b>     | Greater access to computer science courses will ensure goal attainment of every student taking at least one computer science class taught by a CS authorized teacher prior to graduation. |
| <b>TOTAL</b>                   | <b>9</b>     |                                                                                                                                                                                           |

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITYA. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**Item G****HUMAN RESOURCES DIVISION /  
MEDICAL SERVICES DIVISION****\$1,078,000**

| <u>CONTRACTOR</u>                         | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u> | <u>SOURCE OF<br/>FUNDS</u>                            | <u>AMOUNT</u> |
|-------------------------------------------|-------------------------------------|----------------------|-------------------------------------------------------|---------------|
| Los Angeles County<br>Office of Education | C3872                               | 10/23/24 – 12/31/25  | General Fund-<br>Health/Wellness<br>Program<br>(100%) | \$1,078,000   |

Approval of a single source contract to offer the Employee Assistance Service for Education (EASE) Health and Wellness Program to LAUSD employees. EASE is a confidential, voluntary service offering professional counseling, consultation and education to classified and certificated school district employees. The program supports employees in addressing personal and professional challenges that may impact job performance.

Investing in health and wellness services is critical to fostering supportive school environments, which in turn enhances staff well-being. Prioritizing the health and wellness of teachers and school staff is essential for ensuring that students succeed and reach their full potential.

Membership in EASE extends benefits to employees and their families, including access to counseling services, after-hours emergency support, worksite consultation, and critical incident response. The program also offers a 24/7 counseling hotline and mobile crisis response for critical incidents. All LAUSD employees are entitled to these comprehensive services.

EASE is a not-for-profit employee assistance program dedicated to educational organizations. Established in 1982 through a Joint Powers Agreement, EASE serves 72 educational organizations across Los Angeles County, including school districts, community colleges, and Head Start programs.

This contract aligns with Pillar 5 of the Strategic Plan, specifically addressing the priority area of Staff Wellness. A key success measure in the Strategic Plan is increased usage and participation in the EASE program.

**Requesters:**

Francisco J. Serrato, Ed.D, Chief Human Resources Officer  
Human Resource Division

Smita Malhotra, MD, Director  
Medical Services Division

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

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>3</b>     | The EASE Program offers professional counseling, consultation and education to all District employees. Membership in EASE also includes counseling for family members in addition to after-hours emergency calls, worksite consultation, and critical incident responses. This type of support for all employees and their families provides timely and critical mental health services for many of the District's employees who do not have the resources to seek and pay for mental health support. |
| <b>Resource Prioritization</b> | <b>1</b>     | All District employees are eligible and have equal access to receive EASE services. EASE is an employee assistance program. EASE does not provide any counseling services for District students.                                                                                                                                                                                                                                                                                                      |
| <b>Results</b>                 | <b>2</b>     | The counseling and supports offered by EASE are intended to support the well-being of District employees, by addressing high levels of job-related stress, burnout, and depression. Supporting the mental health of district employees is essential to ensuring that schools offer positive environments where employees have good attendance, employee retention is high and where students succeed and reach their full potential.                                                                  |
| <b>TOTAL</b>                   | <b>6</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITYA. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**Item H****INFORMATION TECHNOLOGY SERVICES****\$5,784,627**

| <u>CONTRACTOR</u>             | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u>                                                 | <u>SOURCE OF<br/>FUNDS</u>                     | <u>AMOUNT</u> |
|-------------------------------|-------------------------------------|----------------------------------------------------------------------|------------------------------------------------|---------------|
| <b>PowerSchool Group LLC.</b> | C3882<br>(RFP 2000003513)           | 10/23/24 – 10/22/29<br>includes two (2) one-<br>year renewal options | Software/<br>Hardware<br>Maintenance<br>(100%) | \$5,784,627   |

Approval of a formally competed contract procured through a Request for Proposal (RFP) process conducted by the Procurement Services Division for a Learning Management System (LMS). A Learning Management System (LMS) serves as a centralized online platform where teachers deliver lessons, assignments, and assessments, and students can easily access materials, submit work, and receive feedback. It streamlines classroom management, enhances communication, and ensures that learning can continue seamlessly from any location.

These District-wide services are needed to ensure students have access to instructional materials.

Four (4) proposals were received and deemed qualified. The Source Selection Committee was comprised of three (3) subject matter experts from the Division of Instruction and Information Technology Services. The proposals were scored based on the following evaluation criteria: experience and qualifications of the firm and personnel; technical solution and project approach; price proposal; Small Business Enterprise (SBE) Participation; and Work Based Learning Partnership (WBLP) plan. The selected firm was the highest scoring proposer.

PowerSchool Group, LLC has provided the District's LMS since 2020. They have done business with the District since 2015, and provided similar services to Cypress-Fairbanks ISD, Loudoun County Public Schools, and Miami-Dade County Public Schools.

These services align with: Pillar 1 Academic Excellence by providing students with rigorous, standards-based, and personalized learning opportunities.

**Requesters:**

Soheil Katal, Chief Information Officer  
Information Technology Services

Dr. Frances Baez, Chief Academic Officer  
Division of Instruction

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>2</b>     | The solution will be available to all students and vaguely recognizes historical inequities. The solution can be used to identify learning gaps with historically underserved students.                                                                                                                                                                                                                                                                                               |
| <b>Resource Prioritization</b> | <b>1</b>     | The solution will be available to all stakeholders (students, parents, teachers, and administrators) and does not prioritize resources based on student need.                                                                                                                                                                                                                                                                                                                         |
| <b>Results</b>                 | <b>3</b>     | The solution is available to students 24/7, giving them access to assignments, assessments, and grades. Data analytics (i.e., Benchmark, formative, summative and social emotional survey and assessment results) derived from the proposed system could be used to drive future decisions. The ability to do progress monitoring throughout the year will allow for additional targeted support. Implementation of this solution is likely to result in closing the achievement gap. |
| <b>TOTAL</b>                   | <b>6</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITYA. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS/AMENDMENTS/AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**Item I****OFFICE OF THE GENERAL COUNSEL****\$750,000**

| <u>CONTRACTOR</u>                                     | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u>                                                 | <u>SOURCE OF<br/>FUNDS</u>                                         | <u>AMOUNT</u> |
|-------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------|---------------|
| <b>First Legal Buyer, dba<br/>First Legal Network</b> | C2721<br>(RFP 2000003543)           | 11/01/24 – 10/31/29<br>includes two (2) one-<br>year renewal options | General Fund<br>(50%)<br>Liability Self<br>Insurance Fund<br>(50%) | \$750,000     |

Approval of a formally competed contract procured through a Request for Proposal (RFP) process to provide electronic court filing services for the District.

Office of the General Counsel (OGC) represents the District in legal matters that often lead to litigation. The District saves on litigation costs when these lawsuits are handled in-house by OGC attorneys rather than by outside counsel. To effectively and successfully handle litigation in-house, OGC attorneys require and need support from certified professional legal support providers such as an Electronic Filing Service Provider (ESFP), “attorney service” providers or messenger service.

In January 2019, the Los Angeles Superior Court mandated electronic filing for all documents filed in the Limited and Unlimited Civil Divisions. The ESFPs must be approved and designated as such by the Courts. The District is not an ESFP and therefore, cannot provide these types of services.

One proposal was received and deemed qualified. The Source Selection Committee was comprised of three OGC staff members. Factors utilized to score the proposal included qualifications and firm experience; fees for services, Small Business Enterprise (SBE) Participation, and Work-Based Learning Partnership (WBLP) Plan.

First Legal Network has been providing services to the District since 2019.

This contract supports Pillar 4: Operational Effectiveness.

**Requester:**

Alexander Molina, Chief Executive to the General Counsel  
Office of the General Counsel

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>3</b>     | In January 2019, the Los Angeles Superior Court mandated electronic filing for all documents filed in the Limited and Unlimited Civil Divisions. The Electronic Filing Service Providers (ESFPs) must be approved and designated as such by the Courts. The District is not an ESFP and therefore, cannot provide these types of services.                                                                                              |
| <b>Resource Prioritization</b> | <b>4</b>     | OGC represents the District in legal matters that often lead to litigation. The District saves on litigation costs when these lawsuits are handled in-house by OGC attorneys rather than by outside counsel. To effectively and successfully handle litigation in-house, OGC attorneys require and need support from certified professional legal support providers such as an ESFP, “attorney service” providers or messenger service. |
| <b>Results</b>                 | <b>3</b>     | The District is in compliance with the “General Order regarding Mandatory Electronic Filing for Civil Divisions”. Moreover, with the certified professional legal support, OGC is able to effectively and successfully handle litigation matters in-house.                                                                                                                                                                              |
| <b>TOTAL</b>                   | <b>10</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**ATTACHMENT B**

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

**B. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS/AMENDMENTS/ AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

Authority to award contracts for furnishing equipment, supplies and general services. The total amount listed is a not-to-exceed contract authority and is based on an estimate since the expenditures made against contracts are based upon purchased and/or approved invoices.

**Item J**

**FACILITIES SERVICES DIVISION**

**\$13,340,000**

| <u>CONTRACTOR</u>                                                     | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u> | <u>SOURCE OF<br/>FUNDS</u>                              | <u>AMOUNT</u> |
|-----------------------------------------------------------------------|-------------------------------------|----------------------|---------------------------------------------------------|---------------|
| AAA Electric<br>Motor Sales<br>& Service;<br>Wright's<br>Supply, Inc. | C3865<br>C3867<br>(IFB 200003690)   | 11/01/24 – 10/31/27  | Restricted<br>Routine<br>Maintenance<br>Funds<br>(100%) | \$3,500,000   |

Approval of formally competed capacity contracts procured through an Invitation for Bid (IFB) process to purchase electrical motors for the maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems at schools and offices.

The authority to increase or decrease the amounts of these contracts will be limited to the aggregate value of \$3,500,000. The Facilities Maintenance & Operations Branch (M&O) will procure the requested services at the lowest competitive prices through contracts with these vendors.

The two lowest, responsive and responsible bids received for the HVAC motor IFB were from AAA Electric Motor Sales and Wright's Supply, Inc. AAA Electric Motor Sales & Service, and Wright's Supply, Inc. have been in business for over 50 years and have done business with LAUSD for over 10 years.

This requested action is best tied to Pillar 4, Operations Effectiveness.

This contract will improve and maintain all our HVAC equipment working and operating at an efficient rate, by providing motors to our HVAC department to repair equipment to ensure our students and staff have comfortable cooling throughout the school district.

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
Facilities Services Division

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                  |
|--------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>1</b>     | Provides comfort cooling for students in classrooms.                                                                                    |
| <b>Resource Prioritization</b> | <b>4</b>     | Helps ensure HVAC units are working at peak to provide staff and students with adequate cooling for safety and wellbeing of students.   |
| <b>Results</b>                 | <b>2</b>     | Maintains classroom temperature for student comfort in the classroom to ensure student is at its best comfort to learn in the classroom |
| <b>TOTAL</b>                   | <b>7</b>     |                                                                                                                                         |

## ATTACHMENT B

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

**B. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS/AMENDMENTS/ AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

Authority to award contracts for furnishing equipment, supplies and general services. The total amount listed is a not-to-exceed contract authority and is based on an estimate since the expenditures made against contracts are based upon purchased and/or approved invoices.

**Item K****FACILITIES SERVICES DIVISION (CONT.)**

| <u>CONTRACTOR</u>                                        | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u>  | <u>SOURCE OF<br/>FUNDS</u> | <u>AMOUNT</u> |
|----------------------------------------------------------|-------------------------------------|-----------------------|----------------------------|---------------|
| NSWC Mechanical Service, LLC;                            | C3866                               | 11/01/24 – 10/31/29,  | Restricted                 | \$5,000,000   |
| Trane U.S. Inc.;                                         | C3868                               | includes two (2) one- | Routine                    |               |
| Carrier Corporation;                                     | C3869                               | year renewal options  | Maintenance                |               |
| Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy | C3870                               |                       | Funds                      |               |
|                                                          | (IFB 2000003566)                    |                       | (100%)                     |               |

Approval of formally competed capacity contracts procured through an Invitation for Bid (IFB) process to provide routine inspection, maintenance, and repair services of specialized heating, ventilation, and air conditioning (HVAC) chillers for schools and the Beaudry Headquarters Building (the only District administrative site with chillers). The authority to increase or decrease the amounts of these contracts will be limited to the aggregate value of \$5,000,000.

The Maintenance and Operations (M&O) Branch will procure the requested services at the lowest competitive prices through contracts with these vendors. The M&O Branch will ensure that all awarded vendors perform the services properly.

Five bids were received for this solicitation, with NSWC Mechanical Service, LLC (NSWC); Trane U.S. Inc. (Trane); Carrier Corporation (Carrier); and Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy (Mesa Energy) being selected as the successful bidders. These companies were identified as the lowest, responsive, and responsible bidders. NSWC has been delivering reliable and cost-effective services to the District since June 2020, Trane since February 2012, Carrier since July 2008, and Mesa Energy since June 2017.

The proposed action aligns with the District's Strategic Plan Pillar 2, Joy and Wellness and Pillar 4, Operational Effectiveness. It is imperative to regularly maintain HVAC chillers through proper inspection and servicing to ensure that HVAC systems are consistently operational, thereby fostering the health and productivity of students and staff.

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

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
 Facilities Services Division

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                |
|--------------------------------|--------------|-------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>1</b>     | This is an air conditioning service and repair contract. It does not recognize historical inequities. |
| <b>Resource Prioritization</b> | <b>4</b>     | Maintenance and Operations Branch priority is the safety and needs of the students.                   |
| <b>Results</b>                 | <b>2</b>     | Properly maintained HVAC systems may assist students achieve goals.                                   |
| <b>TOTAL</b>                   | <b>7</b>     |                                                                                                       |



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

**B. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS/AMENDMENTS/  
AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

Authority to award contracts for furnishing equipment, supplies and general services. The total amount listed is a not-to-exceed contract authority and is based on an estimate since the expenditures made against contracts are based upon purchased and/or approved invoices.

**Item L**

**FACILITIES SERVICES DIVISION (CONT.)**

| <u>CONTRACTOR</u>                                                                                                 | <u>IDENTIFI-<br/>CATION<br/>NO.</u>  | <u>CONTRACT TERM</u> | <u>SOURCE OF<br/>FUNDS</u> | <u>AMOUNT</u> |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|----------------------------|---------------|
| <b>Dimensions Educational<br/>Research Foundation<br/>(A.K.A., Nature<br/>Explore);<br/>Zoom Recreation, Inc.</b> | C17413<br>C17422<br>IFB (2000003563) | 11/01/24 – 10/31/27  | Bond Funds<br>(100%)       | \$3,840,000   |

Approval of formally competed contracts procured through an Invitation for Bid (IFB) process for the purchase of outdoor classroom education equipment and furniture in support of outdoor classroom projects. The authority to increase or decrease the amount of these contracts will be limited to the aggregate amount of \$3,840,000.

Four (4) qualified bids were received. Bids were evaluated by the Furniture and Interiors Group (F+IG), first by criteria to meet design specifications; second by lowest cost per unit; and third by meeting all other contract requirements, including delivery and set-up, and ad hoc short-term storage requirements. The two (2) winning bidders were the lowest, responsive and responsible bidders.

The contracted vendors will support Strategic Plan Pillar 1 Academic Excellence and Pillar 2 Joy and Wellness. These outdoor classrooms enhance school readiness for preschool children and provide teaching aids used in an outdoor nature setting to enhance the emotional, physical, and cognitive needs of children.

**Requester:**  
Steve Boehm, Interim Director of Project Execution  
Facilities Services Division

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>2</b>     | The Outdoor Classroom Equipment and Furniture contracts are to replace existing contracts that will expire on December 31, 2024. They are needed to meet increased demands providing the elements of learning stations of the Early Education Nature Explore outdoor classrooms. The resource recognizes historical inequities.                                  |
| <b>Resource Prioritization</b> | <b>2</b>     | Thirty-two (32) sites are designated to receive an Early Education Outdoor Classrooms project and associated programming. Resources are prioritized and determined by project development criteria in coordination with Early Education Centers by providing equipment and teaching aids with high quality products to satisfy the modernization of the schools. |
| <b>Results</b>                 | <b>3</b>     | Providing schools with safe, durable, suitable furnishings and teaching aids required in the learning stations of the Early Education Outdoor Classrooms will result in a continuity of services that closes the opportunity gaps for students who deserve the best and maximize their learning experience.                                                      |
| <b>TOTAL</b>                   | <b>7</b>     |                                                                                                                                                                                                                                                                                                                                                                  |

## ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY**B. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS/AMENDMENTS/ AUTHORIZATION TO INCREASE CONTRACT CAPACITY EXCEEDING \$250,000**

Authority to award contracts for furnishing equipment, supplies and general services. The total amount listed is a not-to-exceed contract authority and is based on an estimate since the expenditures made against contracts are based upon purchased and/or approved invoices.

**Item M****PROCUREMENT SERVICES DIVISION****\$600,000**

| <u>CONTRACTOR</u>    | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>CONTRACT TERM</u>                                                    | <u>SOURCE OF<br/>FUNDS</u>                                                                            | <u>AMOUNT</u> |
|----------------------|-------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------|
| <b>Crisp Imaging</b> | C3379<br>(IFB2000003652)            | 10/25/24 – 10/24/29,<br>includes two (2)<br>one-year renewal<br>options | Bond Funds<br>(90%)<br>Restricted<br>Routine<br>Maintenance<br>Funds<br>(5%)<br>General Funds<br>(5%) | \$600,000     |

Approval of formally competed capacity contract procured through an Invitation for Bid (IFB) process to provide printed reproduction of plans and specifications for construction projects for the Facilities Services Division.

The xerographic and reproduction services contract will help ensure that students are provided with safe and healthy environments including up-to-date facilities that promote learning. In compliance with Public Contract Code 6610, the District is required to provide access to plans and specifications for construction contract bids. The District does not have the ability to provide these required print services internally.

The xerographic and reproduction services contract aligns with the Operational Effectiveness Pillar (4) of the LAUSD Strategic Plan. An active printing services contract will help the Facilities Services Division maintain operational efficiency.

Two bids were received, and the award was made to the lowest, responsive and responsible bidder. The winning bidder is Crisp Imaging, who has been in the business of providing xerographic and reproduction services for over 23 years and has experience with the District for six years. They are also a vendor for the city of Anaheim and the San Diego Unified School District.

**Requester:**

Dana Greer, Director of Contract Administration (Facilities)  
Procurement Services Division

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                   |
|--------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>2</b>     | This service vaguely recognizes historical inequities because the reprographic services utilized are for the District's construction program. This has an indirect impact on improving the learning environment for students and remove barriers at school sites (i.e., ADA compliance). |
| <b>Resource Prioritization</b> | <b>1</b>     | The reprographic services utilized for the District's construction program does not prioritize resources based on student needs but has an indirect impact to improving the learning environment for students through the District's construction, repair and modernization programs.    |
| <b>Results</b>                 | <b>2</b>     | Indirectly benefits students' needs. Reprographic services utilized for the District's construction program has an indirect impact to improving the learning environment for students which addresses opportunity and achievement gaps.                                                  |
| <b>TOTAL</b>                   | <b>5</b>     |                                                                                                                                                                                                                                                                                          |

## ATTACHMENT B

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

#### C. APPROVAL OF GOODS AND GENERAL SERVICES CONTRACTS

Authorize the utilization of a 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.

#### Item N

#### PROCUREMENT SERVICES DIVISION

**\$14,000,000**

| <u>CONTRACTOR</u>                                                                                                                    | <u>IDENTIFI-<br/>CATION<br/>NO.</u>                                                                                     | <u>CONTRACT TERM</u>                                                                                                                           | <u>SOURCE OF<br/>FUNDS</u>                              | <u>AMOUNT</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------|
| <b>Carolina Biological Supply Company;<br/>Vex Robotics, Inc;<br/>Sherwin Williams Paint;<br/>Intermountain Lock Security Supply</b> | C3856<br>(PEPPM Contract #536222-066)<br>C3857<br>(TIPS 210101)<br>C3858<br>(CNR01400)<br>C3859<br>(CMAS 4-20-84-0044D) | 11/01/24 – 10/31/26,<br>coterminous with<br>exercisable option<br>years of the piggyback<br>contracts, and subject<br>to the exercise thereof. | Various per<br>requesting<br>school or<br>office (100%) | \$14,000,000  |

Authorization to execute piggyback contracts through Sourcewell, TIPS, and CMAS to provide various school supplies and instructional materials Districtwide. The authority to increase or decrease the amounts of these contracts will be limited to the aggregate amount of \$14,000,000.

Due to the recent changes and improvements to the District process and implementation of SAP Ariba these contracts are needed to provide schools and offices with an avenue to purchase needed supplies and equipment. Through these contracts, we will ensure timely provision of educational supplies essential for classroom instruction, as well as the necessary items for office operations. The supplies and materials to be provided through these contracts include: science/STEM kits, robotics kits and programing software, locks and accessories for doors and security, and paint.

Procurement Services Division (PSD) assessed that the four contractors received over an aggregate total of \$14 million in the last three years, and PSD is utilizing government contracts that aligns with the District's requirements. Carolina Biological Supply Company, Vex Robotics, Sherwin Williams, and Intermountain Lock Security Supply are current LAUSD vendors who have been supplying the District with school supplies for over 11 years.

This aligns with Strategic Plan Pillar 1: Academic Excellence and Pillar 4: Operational Effectiveness, by providing educational supplies used for classroom instruction and essential items for offices.

#### **Requester:**

Matthew Friedman, Interim Chief Procurement Officer  
Procurement Services Division

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

**Equity Impact:**

| <b>Component</b>               | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                            |
|--------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recognition</b>             | <b>1</b>     | Access to the goods and services ordered will be available to all district staff, students, parents, and community. It does not recognize any historical inequities                                                               |
| <b>Resource Prioritization</b> | <b>1</b>     | Will be available to district staff, students, parents, and community members of LAUSD. Access is not prioritized based on student need.                                                                                          |
| <b>Results</b>                 | <b>2</b>     | Access to the contract goods and services will ensure students, parents, District staff, and community members to have access to goods and services, which may result in closed opportunity gaps and/or closing achievement gaps. |
| <b>TOTAL</b>                   | <b>4</b>     |                                                                                                                                                                                                                                   |

## ATTACHMENT B

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

#### D. APPROVAL OF AFTER THE FACT TRANSACTIONS (ATF)

The transactions below are commitments initiated by the sponsoring school or division without a formal contract or duly issued purchase order in place. This action requires the Board to approve or reject the transactions to allow or deny issuance of payment to the vendor.

#### Item O

#### ATF REQUESTS RECEIVED IN JULY AND AUGUST 2024

**\$114,415**

| # | Vendor                                          | Description of Services         | Service Dates       | Requesting School or Office      | Amount   |
|---|-------------------------------------------------|---------------------------------|---------------------|----------------------------------|----------|
| 1 | <a href="#">RO Health, LLC</a>                  | Nursing Services                | 06/20/24 – 07/19/24 | District Nursing Services        | \$31,430 |
| 2 | <a href="#">Agile Occupational Medicine</a>     | DOT Medical Certifications      | 05/02/24 – 05/29/24 | Transportation Services Division | \$900    |
| 3 | <a href="#">UCLA Center X</a>                   | Professional Development - Math | FY 2021-2022        | Wadsworth Elementary School      | \$22,800 |
| 4 | <a href="#">USC-Rossier School of Education</a> | Professional Services           | 8/14/23 – 6/30/24   | Santee Education Complex         | \$49,285 |
| 5 | <a href="#">Versa-Style Dance Company</a>       | Dance Performance               | 12/15/23            | LaSalle Avenue Elementary School | \$10,000 |

# TAB 2





## Board of Education Report

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File #: Rep-041-24/25, Version: 1

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

**October 22, 2024**

### **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 contracts; award of job order contract amendments; approval of change orders; completion of contracts; award of informal contracts; award of architectural and engineering contracts; award of professional services contracts; award of professional services amendment; extra services/amendments for architectural and engineering contracts and approve the proposed contract listed in Attachment B including capacity increase for compressed natural gas 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 8, 2018.

#### **Budget Impact:**

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

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File #: Rep-041-24/25, Version: 1

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**Student Impact:**

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

**Equity Impact:**

Not Applicable.

**Issues and Analysis:**

There are no policy implications on these agreements.

**Attachments:**

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

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

**Linked Materials**

Previously adopted Board report(s) referenced:

- In the background [Board Report No. 048-13/14 <](https://drive.google.com/file/d/1q-FUsW7AXKe8h0A4KY-J3OVby30HueD6/view)  
<https://drive.google.com/file/d/1q-FUsW7AXKe8h0A4KY-J3OVby30HueD6/view>, dated November 12, 2013, Informative
- In the policy implications [Board Report No. 444-17/18 <](https://drive.google.com/file/d/16sRw7yPe-tScbr2wG8AMTWB9QSeiQazM/view)  
<https://drive.google.com/file/d/16sRw7yPe-tScbr2wG8AMTWB9QSeiQazM/view>, dated May 8, 2018.

**Informatives:**

Not Applicable.

**Submitted:**

09/24/24

**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:**


NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance



CHRISTOPHER MOUNT-BENITES  
Chief Procurement Officer  
Procurement Services Division

☒ Approved as to budget impact statement
**REVIEWED BY:**


KRISZTINA TOKES  
Chief Facilities Executive

☒ Approved as to facilities impact

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item A**

| <u>CONTRACTOR</u>                                                 | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                               | <u>CONTRACT<br/>TERM</u> | <u>AMOUNT</u>                          |
|-------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Danny Letner,<br/>Inc., dba Letner<br/>Roofing<br/>Company</b> | 2410079 /<br>C2727            | <u>Cowan Avenue ES</u><br>Roofing Replacement<br>Project<br>Board Member:<br><u>Nick Melvoin</u> | 09/12/24 –<br>Completion | \$1,750,000<br>Bond<br>Funds<br>(100%) |

Ratification of formally competed contract selected from four (4) bids received to deliver a roofing replacement project at Cowan Avenue Elementary School as authorized on November 15, 2022 ([Board Report No. 072-22/23](#)).

The project will provide approximately 49,200 square feet of new roofing at 17 buildings, including the installation of new gutters and downspouts and painting of affected areas. Pillar 4 of the Strategic Plan is supported by this action.

The contractor has worked with the District since 1990.

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item B**

| <u>CONTRACTOR</u>                          | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                                                            | <u>CONTRACT<br/>TERM</u> | <u>AMOUNT</u>                          |
|--------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Best Contracting<br/>Services, Inc.</b> | 2410162 /<br>C3165            | <u>Crenshaw Magnet HS<br/>STEMM<br/>Roofing Replacement<br/>Project<br/>Board Member:<br/><u>Dr. George J McKenna III</u></u> | 08/21/24 –<br>Completion | \$3,629,025<br>Bond<br>Funds<br>(100%) |

Ratification of formally competed contract selected from four (4) bids received to deliver a roofing replacement project at Crenshaw Magnet High School Science, Technology, Engineering, Math, Medicine Magnet as authorized on May 21, 2019 ([Board Report No. 342-18/19](#)).

The project will provide approximately 126,000 square feet of new roofing at four buildings including the installation of new gutters and downspouts. Pillar 4 of the Strategic Plan is supported by this action.

The contractor has worked with the District since 1989.

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item C**

| <u>CONTRACTOR</u>                                  | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                               | <u>CONTRACT TERM</u>     | <u>AMOUNT</u>                          |
|----------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Reliable Floor<br/>Covering, Inc.<br/>(SBE)</b> | 2410179 /<br>C3893            | <u>Franklin HS</u><br>Flooring Replacement<br>Project<br>Board Member:<br><u>Dr. Rocío Rivas</u> | 09/06/24 –<br>Completion | \$2,423,000<br>Bond<br>Funds<br>(100%) |

Ratification of formally competed contract selected from three (3) bids received to deliver a flooring replacement project at Franklin High School as authorized on April 23, 2019 ([Board Report No. 323-18/19](#)).

The project will replace approximately 94,200 square feet of deteriorated flooring campus wide. Pillar 4 of the Strategic Plan is supported by this action.

The contractor has worked with the District since 1998.

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ADVERTISED CONSTRUCTION CONTRACTS

**Item D**

| <u>CONTRACTOR</u>                  | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                                               | <u>CONTRACT TERM</u>     | <u>AMOUNT</u>                          |
|------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>R. Brothers, Inc.<br/>(SBE)</b> | 2410183 /<br>C3904            | <u>Angeles Mesa ES</u><br>Auditorium Ceiling<br>Replacement<br>Board Member:<br><u>Dr. George J. McKenna III</u> | 09/06/24 –<br>Completion | \$1,501,000<br>Bond<br>Funds<br>(100%) |

Ratification of formally competed contract selected from three (3) bids received to deliver an auditorium ceiling replacement project at Angeles Mesa Elementary School as authorized on January 23, 2024 ([Board Report No. 151-23/24](#)).

The project will replace the auditorium ceiling attached to the existing wood framing including installing acoustical ceiling tiles, painting interior walls/finishes, and providing accessibility upgrades. The auditorium's ceiling requires replacement due to water damage from rain. The roof has been repaired to ensure there is no further water intrusion. Pillar 4 of the Strategic Plan is supported by this action.

The contractor has worked with the District since 2012.

**Requester:**

Greg Garcia, Interim Director of Facilities Maintenance & Operations  
Facilities Services Division

# ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

### JOB ORDER CONTRACTS AWARDS – ELECTRICAL AND LOW VOLTAGE CONTRACTING BENCH \$22,000,000

#### Item E

| <u>CONTRACTOR</u>                                                     | <u>IDENTIFICATION<br/>NO.</u> | <u>CONTRACT TERM</u> |
|-----------------------------------------------------------------------|-------------------------------|----------------------|
| <b>CATEGORY A – CCTV &amp; Intrusion Alarm Installation</b>           |                               |                      |
| Reyes Electrical Contractor, Inc. (SBE)                               | 2430024 / C1131               | 06/18/24 - 06/17/25  |
| Alternate Power & Construction, Inc. (SBE)                            | 2430026 / C636                | 06/21/24 - 06/20/25  |
| First Fire Systems, Inc. dba First Fire Alarm Systems (SBE)           | 2430028 / C771                | 06/18/24 - 06/17/25  |
| Convergeone, Inc.                                                     | 2530000 / C2697               | 08/14/24 - 08/13/25  |
| <b>CATEGORY B – Public Address (PA) &amp; Telephone Installations</b> |                               |                      |
| Reyes Electrical Contractor, Inc. (SBE)                               | 2430025 / C1132               | 06/18/24 - 06/17/25  |
| Alternate Power & Construction, Inc. (SBE)                            | 2430027 / C637                | 06/21/24 - 06/20/25  |
| First Fire Systems, Inc. dba First Fire Alarm Systems (SBE)           | 2430029 / C772                | 06/17/24 - 06/16/25  |
| Convergeone, Inc.                                                     | 2530001 / C2699               | 08/14/24 - 08/13/25  |

Ratification of eight (8) formally competed Job Order Contract awards procured via RFQ R-24044 to provide electrical and low voltage contracting services District-wide. The authority to increase or decrease individual amounts for these contracts will not exceed the maximum amount(s) set forth in PCC Section 20919.25.

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

NOT-TO-EXCEED AGGREGATE AMOUNT  
\$22,000,000 (100% Bond Funds)

#### Requester:

Soheil Katal, Chief Information Officer  
Information Technology Services



ATTACHMENT A

RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

JOB ORDER CONTRACTS AMENDMENTS

Item F

| <u>CONTRACTOR</u>            | <u>IDENTIFICATION<br/>NO.</u> | <u>CONTRACT TERM<br/>INCLUDING THIS<br/>AMENDMENT</u> | <u>AMOUNT</u>                           |
|------------------------------|-------------------------------|-------------------------------------------------------|-----------------------------------------|
| Birdi Systems, Inc.<br>(SBE) | 2430006 /<br>(2430006.03)     | 01/26/2024 – 01/24/2025                               | \$1,000,000*<br>Bond<br>Funds<br>(100%) |

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide Electrical and Low Voltage Category A: CCTV & Intrusion Alarm Systems Installations contracting services Districtwide.

The contractor has worked with the District since 2015. These services provide operational effectiveness and modernize infrastructure. Pillar 4 of the Strategic Plan is supported by this action.

|                                  |               |
|----------------------------------|---------------|
| Initial Contract Value:          | \$ 500,000    |
| Amendment No. 1                  | \$0           |
|                                  | Terms Revised |
| Amendment No. 2                  | \$0           |
|                                  | Terms Revised |
| *Amendment No. 3                 | \$ 1,000,000  |
| <i>(Executed Date: 09/04/24)</i> |               |

Aggregate Contract Value: \$1,500,000

Requester:  
Soheil Katal, Chief Information Officer  
Information Technology Services

\* *Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## JOB ORDER CONTRACTS AMENDMENTS

**Item G**

| <u>CONTRACTOR</u>                                                          | <u>IDENTIFICATION<br/>NO.</u>   | <u>CONTRACT TERM<br/>INCLUDING THIS<br/>AMENDMENT</u> | <u>AMOUNT</u>                         |
|----------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------|---------------------------------------|
| <b>Paradise Construction &amp;<br/>Contract Management, Inc.<br/>(SBE)</b> | 2430019 / C1203<br>(2430019.01) | 03/28/2024 – 03/27/2025                               | \$500,000*<br>Bond<br>Funds<br>(100%) |

Ratification of Job Order Contract Amendment to increase contract capacity of a formally competed contract to provide relocation of portable buildings contracting services Districtwide.

The contractor has worked with the District since 2019. These services provide operational effectiveness and modernize infrastructure. Pillar 4 of the Strategic Plan is supported by this action.

|                                  |            |
|----------------------------------|------------|
| Initial Contract Value:          | \$ 350,000 |
| *Amendment No. 1                 | \$ 500,000 |
| <i>(Executed Date: 08/05/24)</i> |            |

**Aggregate Contract Value: \$850,000**

**Requester:**

Issam Dahdul, Director of Facilities Planning and Development  
Facilities Services Division

*\* Current Ratification*

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

**Item H****B. APPROVAL OF CHANGE ORDERS****August 2024 = \$4,045,873**

|  |                                                                                                                                                                               | <u>QUANTITY</u> | <u>AMOUNT</u> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
|  | i. New Construction contract change orders that do not individually exceed 10 percent for August 2024 (Average Transaction: \$10,948 Median Transaction: \$4,280)             | 38              | \$416,040     |
|  | ii. New Construction contract credit change orders for August 2024:                                                                                                           | 1               | <\$40,103>    |
|  | iii. Existing Facilities contract change orders that do not individually exceed 15 percent for August 2024 (Average Transaction: \$16,562; Median Transaction: \$5,630):      | 232             | \$3,842,289   |
|  | iv. Existing Facilities contract credit change orders for August 2024:                                                                                                        | 14              | <\$172,353>   |
|  | v. Existing Facilities contract change orders that individually exceed 15 percent (but do not exceed 25 percent) for August 2024, requiring 75 percent approval by the Board: | 0               | \$0           |

|           |                                              |   |             |
|-----------|----------------------------------------------|---|-------------|
| <b>C.</b> | <b>COMPLETION OF CONTRACTS – August 2024</b> | 7 | \$4,854,872 |
|-----------|----------------------------------------------|---|-------------|

|           |                                                                                             |    |           |
|-----------|---------------------------------------------------------------------------------------------|----|-----------|
| <b>D.</b> | <b>AWARD OF INFORMAL CONTRACTS<br/>(Not Exceeding \$114,500)</b>                            |    |           |
|           | A & B Letters for August 2024 (Average Transaction: \$45,150; Median Transaction: \$38,677) | 21 | \$948,160 |

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item I**

| <u>CONTRACTOR</u>                                                    | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                                                         | <u>CONTRACT<br/>TERM</u> | <u>AMOUNT</u>                        |
|----------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------|
| <b>Marca<br/>Architecture<br/>Inc., dba<br/>Marcatects<br/>(SBE)</b> | 2420038/<br>C3877                   | <u>Haskell ES STEAM<br/>Magnet</u><br>Accessibility Enhancement<br>Project<br>Board Member:<br><u>Scott M. Schmerelson</u> | 09/12/24 –<br>closeout   | \$510,444<br>Bond<br>Funds<br>(100%) |

Ratification of design contract to provide architectural and engineering services procured via RFQ R-24025, to provide Americans with Disabilities Act (ADA) improvements at Haskell Elementary STEAM Magnet as authorized on June 04, 2024 ([Board Report No. 304-23/24](#)).

The project upgrades the following facilities to comply with the ADA and improve program accessibility: restrooms, drinking fountains, upgrade in the nurse's exam room, paths of travel, assembly seating area, parking area, new stage lift, concrete ramps, metal ramp, and other accessibility upgrades such as door hardware, playground components/matting, railings, and any other required improvements or mitigations to ensure compliance with local, state and/or federal facilities requirements. Pillar 4 of the Strategic Plan is supported by this action.

The contractor has worked with the District since 2021.

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

**Requester:**

Issam Dahdul, Director of Facilities Planning and Development  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACTS

**Item J**

| <u>CONTRACTOR</u>                           | <u>IDENTIFI-<br/>CATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                                                                   | <u>CONTRACT<br/>TERM</u> | <u>AMOUNT</u>                       |
|---------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <b>HMC Group<br/>dba HMC<br/>Architects</b> | 2420046/<br>C2723                   | <u>Lincoln HS</u><br>Comprehensive Modernization<br>Project<br>Seismic Mitigation Program<br>Board Member:<br><u>Dr. Rocío Rivas</u> | 07/24/24 –<br>closeout   | \$67,788<br>Bond<br>Funds<br>(100%) |

Ratification of an architectural and engineering contract procured via RFQ R-13019 to develop the analysis necessary to submit for a funding application to the Division of the State Architect (DSA) as part of the California Office of Public School Construction (OPSC) School Facility Program grant application process, under the Seismic Mitigation Program (SMP).

The Lincoln HS Comprehensive Modernization Project (Project) includes extensive campus-wide modernization, including the demolition of the Shop Building as authorized on January 12, 2021 ([Board of Education No. 204-20/21](#)). The Shop Building has been deemed eligible for reimbursement funding under the State's SMP by DSA. HMC Architects will prepare the analysis and documentation necessary to further pursue the SMP funding.

The contractor has worked with the District since 2003.

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

**Requester:**

Issam Dahdul, Director of Facilities Planning and Development  
Facilities Services Division

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF PROFESSIONAL SERVICES CONTRACT

**Item K**

| <u>CONTRACTOR</u>                                            | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                                             | <u>CONTRACT<br/>TERM</u> | <u>AMOUNT</u>                          |
|--------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Los Angeles<br/>Department of<br/>Water and<br/>Power</b> | 2490062                       | Replacement of Potable<br>Water at Van Nuys HS<br>Board Member:<br><u>Scott M. Schmerelson</u> | 07/08/24 –<br>07/07/27   | \$61,749<br>General<br>Funds<br>(100%) |

Ratification of agreement to provide recycled water for irrigation purposes at Van Nuys HS. The contract provides for the replacement of potable water for irrigations with recycled water. In addition to conserving potable water for the community, recycled water is provided at a reduced consumption rate.

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

**Requester:**

Christos Chrysiliou, Chief Eco-Sustainability Officer  
Eco-Sustainability Office

## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

## AWARD OF PROFESSIONAL SERVICES CONTRACT

**Item L**

| <u>CONTRACTOR</u>                            | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                  | <u>CONTRACT<br/>TERM</u>                                    | <u>AMOUNT</u>                           |
|----------------------------------------------|-------------------------------|-------------------------------------|-------------------------------------------------------------|-----------------------------------------|
| <b>Core<br/>Management<br/>Services, LLC</b> | 2590001                       | Custodial Operational<br>Assessment | 07/09/24 –<br>06/30/25 plus<br>two (2) one-<br>year options | \$122,800<br>General<br>Funds<br>(100%) |

Ratification of informally competed contract selected through an Informal Request for Proposals (IRFP) conducted by the Procurement Services Division, to perform Custodial Operational Assessment for School Facilities from two (2) proposals received.

The contractor is new to the District. These services provide operational effectiveness and maintain an environment free of physical, biological, chemical hazards, good Indoor Air Quality (IAQ), and overall cleanliness. Pillar 4 of the Strategic Plan is supported by this action.

**Requester:**

Pedro Salcido, Deputy Superintendent  
Business Services and Operations

ATTACHMENT A

RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

AWARD OF PROFESSIONAL SERVICES CONTRACT

Item M

| <u>CONTRACTOR</u>                    | <u>IDENTIFICATION<br/>NO.</u> | <u>DESCRIPTION</u>                                                   | <u>CONTRACT<br/>TERM</u>                                    | <u>AMOUNT</u>                           |
|--------------------------------------|-------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|
| MGT of<br>America<br>Consulting, LLC | 2590002/<br>C3195             | Comparative Analysis<br>of District Construction<br>Project Outcomes | 08/01/24 –<br>07/31/25 plus<br>two (2) one-<br>year options | \$199,505<br>General<br>Funds<br>(100%) |

Ratification of informally competed contract selected through an Informal Request for Proposals (IRFP) conducted by the Procurement Services Division, to provide a Comparative Analysis of LAUSD Construction Project Outcomes from four (4) proposals received.

The contractor has worked with the District since 2022. These services provide operational effectiveness and modernize infrastructure. Pillar 4 of the Strategic Plan is supported by this action.

**Requester:**  
Pedro Salcido, Deputy Superintendent  
Business Services and Operations



## ATTACHMENT A

## RATIFICATION OF CONTRACTS AWARDED UNDER DELEGATED AUTHORITY

**EXTRA SERVICES / AMENDMENTS FOR ARCHITECTURAL AND  
ENGINEERING CONTRACTS****\$299,042****Item N**

|               |                                                                                                                                                                                                                                                                                                                                    |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACT NOS. | 1520004/4400003146/C1134; 1620140/4400004728/C487;<br>1620141/4400004749/C3074; 1620149/4400004866/C795;<br>1920019/4400007462/C625; 1920023/4400007774/C1140;<br>1920023/4400007774/C1140; 1920023/4400007774/C1140;<br>1920023/4400007774/C1140; 1920023/4400007774/C1140;<br>1920023/4400007774/C1140; 2320005/4400010740/C3101 |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Extra services are for design work that is not covered under the original Agreement. July and August Extra Services are listed at the following link: [BOE 041 Extra Services](#)

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

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

**A. APPROVAL OF CONTRACT CAPACITY INCREASE**

**\$3,000,000\***

**Item O**

| <u>CONTRACTOR</u>            | <u>IDENTIFICATION NO.</u> | <u>CONTRACT TERM</u>                                               | <u>AMOUNT</u>                           |
|------------------------------|---------------------------|--------------------------------------------------------------------|-----------------------------------------|
| Trillium USA<br>Company, LLC | 1680029                   | 07/01/16 – 06/30/26, including one<br>(1) five-year renewal option | \$3,000,000<br>General<br>Funds<br>100% |

Authorization to increase capacity of a formally competed contract by \$3,000,0000, to provide Compressed Natural Gas (CNG), service and maintenance at the District Gardena Bus Garage selected via RFP R-15080.

Approval of this request is critical for continuity of CNG fueling for the District's CNG buses along with ongoing maintenance and support of the equipment used for CNG fueling through the contract expiration date of June 30, 2026. As the pricing of CNG fuel is tied to a national fuel index, commodity prices have increased dramatically since the original capacity request in 2016. The need for additional capacity represents the District's need for CNG fuel to service schools with transportation and additional services through the term of the contract.

Pillar 4 of the Strategic Plan is supported by this action.

|                             |             |
|-----------------------------|-------------|
| Original Value              | \$4,800,000 |
| *Additional Requested Value | \$3,000,000 |

NOT-TO-EXCEED AMOUNT  
\$7,800,000 (100% General Funds)

**Requester:**

Daniel Kang, Director  
Transportation Services Division

[Return to Order of Business](#)

**TAB 3**



## Board of Education Report

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File #: Rep-017-24/25, Version: 1

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**Consideration of Street Lighting Maintenance Assessment for the Alexandria Safety Improvements No. 2 Lighting District**  
**October 22, 2024**  
**Facilities Services Division**

**Action Proposed:**

Authorize the Chief Facilities Executive and/or her designee to cast the Proposition 218 ballot for street lighting maintenance assessment for the Alexandria Safety Improvements No. 2 Lighting District within the City of Los Angeles (City) and execute any other reasonable instruments on behalf of Los Angeles Unified in an amount not to exceed \$8,065.83 (not including annual Consumer Price Index (CPI) increases).

**Background:**

The street lighting maintenance assessment for the Alexandria Safety Improvements No. 2 Lighting District is seeking support of a ballot to add 28 new pedestrian lights along Alexandria Avenue, Rosewood Avenue, Normandie Avenue, and Oakwood Avenue in Los Angeles, of these, 19 streetlights would be installed along the perimeter of Alexandria Avenue Elementary, as identified in Exhibit A. The Alexandria Safety Improvements No. 2 Lighting District will need to submit ballots to property owners to vote on the assessment and to install the additional streetlights. The Alexandria Safety Improvements No. 2 Lighting District provides servicing, installation, maintenance, and operation of street lighting. The cost for services includes but are not limited to electricity, lamps, fixtures, poles, wires, repair crews and vehicles and other items necessary to operate streetlights in the City of Los Angeles. The additional lighting will further enhance safety measures and support safety passages.

Los Angeles Unified currently pays \$1,500.70 annually for eight existing streetlights in this area. If approved and implemented the annual amount for the special assessment projected by the Alexandria Lighting District for Alexandria Avenue Elementary would increase to \$8,065.83.

The proposed assessment is subject to annual increases based on the Alexandria Safety Improvements No. 2 Lighting District budget. As opposed to Business Improvement Districts (BID), the Los Angeles City Bureau of Street Lighting has declined to grant LAUSD discounts for Lighting Improvement Districts at this time. Historically, Los Angeles Unified has negotiated and received a reduced special assessment per BID. Los Angeles Unified will continue efforts to achieve similar reductions for Lighting Improvement Districts through ongoing negotiations with the Los Angeles City Bureau of Street Lighting.

The Alexandria Safety Improvements No. 2 Lighting District is located in Region East, Board District 2 (Dr. Rocio Rivas).

**Expected Outcomes:**

Approval of the action will authorize the Chief Facilities Executive and/or her designee to execute the ballot in support of the proposed lighting assessment provided by the Alexandria Safety Improvements No. 2 Lighting District and pay the annual assessment for the Alexandria Safety Improvements No. 2 Lighting District. The

increased lighting will help further enhance safe passages to and from school for students attending Alexandria Avenue Elementary School.

**Board Options and Consequences:**

A “yes” vote by the Board of Education (Board) will authorize the Chief Facilities Executive and/or her designee to record a yes vote on the Proposition 218 ballot for the Alexandria Safety Improvements No. 2 Lighting District.

A “no” vote may result in the Alexandria Safety Improvements No. 2 Lighting District failing to obtain a majority affirmative vote of the property owners in the Alexandria Avenue Lighting District. However, if the Alexandria Safety Improvements No. 2 Lighting District does secure the required support, Los Angeles Unified would still be obligated to pay the cost associated with the special assessments.

**Policy Implications:**

Los Angeles Unified does not have a current policy regarding lighting districts. The proposed action advances Los Angeles Unified’s 2022-2026 Strategic Plan Pillar 3 Engagement and Collaboration Leading for Impact by growing and leveraging partnerships with community-based organizations. Moreover, it supports the District’s Every School Safe: A Blueprint for Safety.

**Budget Impact:**

The projected annual amount for the assessment of Alexandria Safety Improvements No. 2 Lighting District in 2025 would be increased from \$1,500.70 to \$8,065.83 and subject to increases based on the Alexandria Safety Improvements No. 2 Lighting District budget annually thereafter. Annual assessment for the Alexandria Safety Improvements No. 2 Lighting District will be provided by the General Fund, Program Code 15190. This is a new cost, and additional funding will be necessary to support the assessment. The assessment is an ongoing annual cost and does not have a sunset date.

**Student Impact:**

Improve safety measures and support safe passages around the school perimeter and surrounding neighborhood.

**Equity Impact:**

A lighting district is a geographically defined area within the City, in which services, maintenance, and operations are paid for through a special assessment, which is charged to all members within the district in order to equitably distribute the benefits received and the costs incurred to provide the agreed-upon services, activities, and operations.

**Issues and Analysis:**

Article 13 D (Proposition 218) of the State Constitution requires that a parcel’s assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article 13 D provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties, which benefit from the improvements, be assessed.

Los Angeles Unified is not obligated to support the formation of the Alexandria Safety Improvements No. 2 Lighting District. Regardless of Los Angeles Unified’s support, if the Alexandria Safety Improvements No. 2 Lighting District is approved, Los Angeles Unified will be required to pay its special assessment unless there has been a formal determination that it is exempt.

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File #: Rep-017-24/25, Version: 1

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The City has limited funding to provide certain services, and the Alexandria Safety Improvements No. 2 Lighting District is able to supplement services that may benefit the community. Supporting the Alexandria Safety Improvements No. 2 Lighting District is voluntary by the Board, however Los Angeles Unified is obligated to pay the special assessment should the City Council vote to pass the Alexandria Safety Improvements No. 2 Lighting District ballot presented.

**Attachments:**

Exhibit A - Area Map

Exhibit B - Aerial Map

**Informatives:**

None

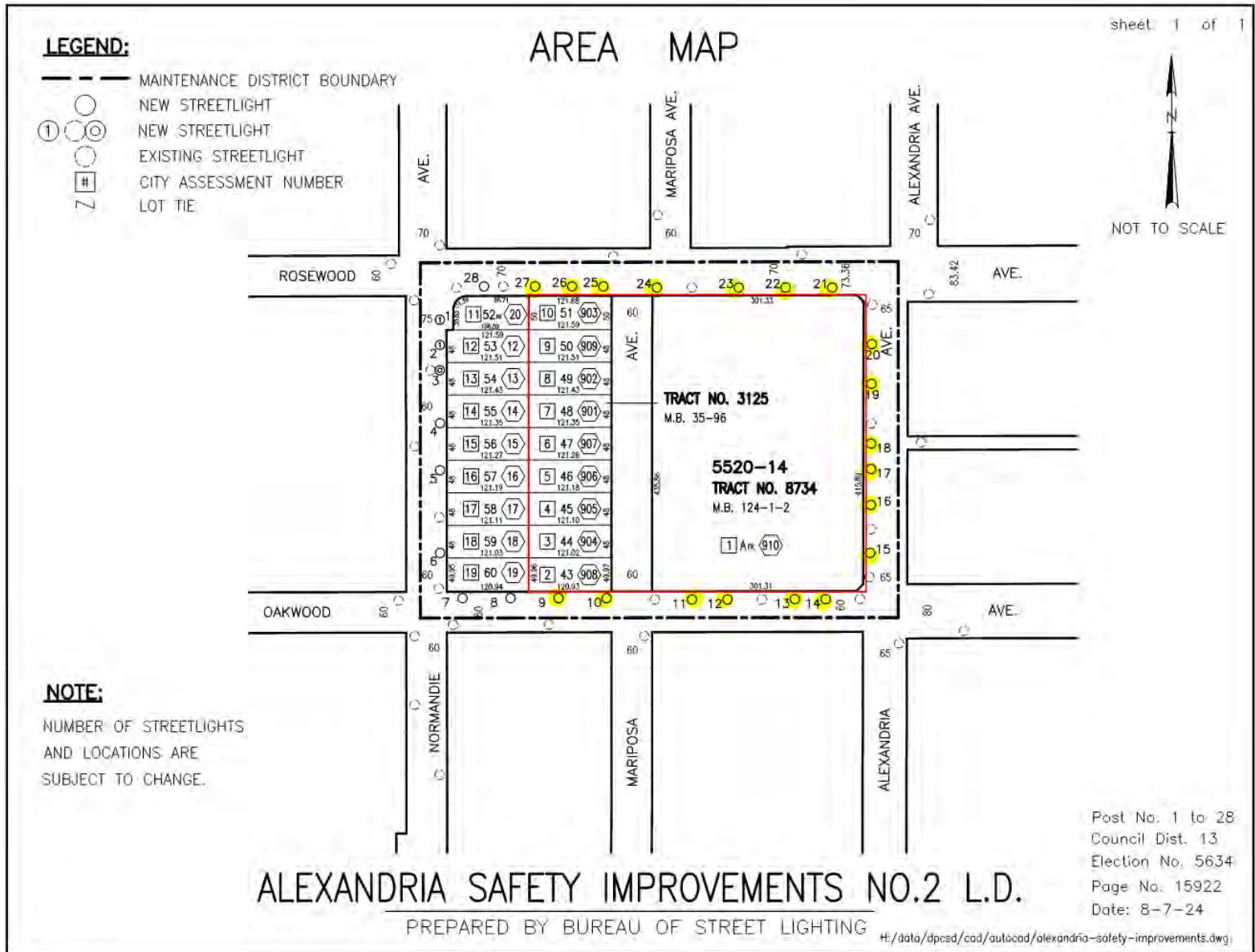
**Submitted:**

09/22/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
PEDRO SALCIDO  
Deputy Superintendent, Business Services and Operations**REVIEWED BY:****APPROVED BY:**  
DEVORA NAVERA REED  
General Counsel  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division☒ Approved as to form.**REVIEWED BY:****PRESENTED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Financial Officer  
ISSAM DAHDUL  
Director of Facilities Planning and Development  
Facilities Services Division☒ Approved as to budget impact statement.

# Exhibit A

## Area Map





**Exhibit B**  
**Aerial Map**



[Return to Order of Business](#)

**TAB 4**



## Board of Education Report

File #: Rep-054-24/25, Version: 1

### **Define and Approve Two Early Education Center Outdoor Classroom and Campus Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**October 22, 2024**

#### **Facilities Services Division and Early Childhood Education Division**

##### **Action Proposed:**

Define and approve two Early Education Center (EEC) Outdoor Classroom and Campus Upgrade Projects (Projects) at the following schools and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total combined budget for the proposed Projects, as described in Exhibit A, is \$12,872,013.

1. Collins EEC
2. Glenfeliz Boulevard EEC

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

##### **Background:**

The Los Angeles Unified School District (Los Angeles Unified or District) School Upgrade Program includes a spending target entitled "Early Childhood Education Facilities Upgrades and Expansions." Projects developed under this category of need are included in the Facilities SEP.

The proposed Projects will create dynamic, nature-based outdoor learning spaces to enable the District's youngest learners to acquire a deep, intuitive understanding of the natural world through hands-on experiences. Each outdoor classroom may include a number of learning stations with the following components:

- Music and movement
- Climbing and balance
- Messy materials
- Nature art
- Water play
- Sand play
- Garden
- Dirt digging
- Building materials

The proposed Projects will provide outdoor classrooms by dividing the existing playground areas into distinct activity areas with paving, new playground matting and equipment, and landscaping. Campus upgrades include new heating, ventilation, and air-conditioning units, new roofing, exterior painting of buildings and structures as needed, and fire alarm system and utilities upgrades. The scope of work includes Americans with Disabilities

Act accessibility upgrades, and any other required improvements or mitigations to ensure compliance with local, state, and/or federal facilities requirements.

**Bond Oversight Committee Recommendations:**

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on October 10, 2024, as referenced in Exhibit B. The presentation that was provided is included as Exhibit C. 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 define and approve the proposed Projects, as described in Exhibit A, and amend the Facilities SEP to incorporate therein. Approval will authorize staff to proceed with the implementation of the proposed Projects.

**Board Options and Consequences:**

Adoption of the proposed action will authorize staff to proceed with the expenditure of Bond Program funds to implement the proposed Projects. If the proposal is not approved, Bond Program funds will not be expended, access to nature-based green space will remain limited, and early education facilities needs will remain unaddressed.

**Policy Implications:**

This action is consistent with the District's commitment to address unmet school facilities needs and provide students with a safe and healthy learning environment. The proposed action advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 4 Operational Effectiveness Modernizing Infrastructure by providing capital improvements at schools.

**Budget Impact:**

The total combined budget for the proposed Projects is \$12,872,013. The proposed Projects will be funded with Bond Program funds earmarked specifically for Early Childhood Education facilities upgrades and expansions.

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

**Student Impact:**

The proposed Projects will establish nurturing, nature-based outdoor spaces that support whole-child development and learning, as well as address early education facilities needs that are necessary to improve student health, safety, and educational quality to benefit approximately 230 students.

Expected developmental outcomes include enhanced imaginative play, increased physical and mental well-being, and environmental stewardship. These outdoor classrooms will encourage and support community, student, and parent engagement through the creation of partnerships that help establish and maintain the newly developed garden spaces. These spaces can also reduce stress for staff, families, and children. Children and their parents will be able to connect with the natural world as a regular part of their healthy growth and development in the areas that lack parks and green environments.

**Equity Impact:**

The proposed Projects were identified by the Early Childhood Education Division (ECED) in consultation with Regions and school site administrators. Sites were selected based upon each center's proximity and access to existing community green space, and evidence of parent, administrator, and staff commitment to the success of the program. Other factors considered included income level, center enrollment, community interest, and demographics.

**Issues and Analysis:**

Staff's proposal supports ECED's commitment to providing a quality early education experience that will prepare students for success in school and life, while valuing and respecting the needs, languages, and cultures of all students, families, staff, and respective communities.

The Office of Environmental Health and Safety will evaluate the Projects' proposals in accordance with the California Environmental Quality Act to ensure compliance. If through the planning and design process, it is determined that the proposed Projects' scopes will not sufficiently address the facilities needs identified, the Projects' scope, schedule, and budget will be revised accordingly.

**Attachments:**

Exhibit A - Two Early Education Center Outdoor Classroom and Campus Upgrade Projects

Exhibit B - BOC Resolution

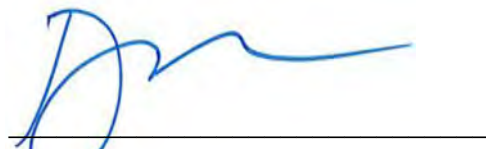
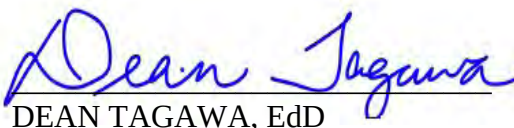
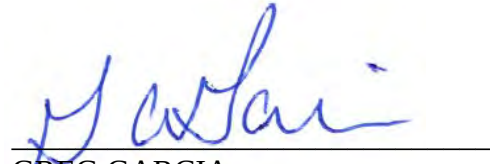
Exhibit C - BOC Presentation

**Informatives:**

None

**Submitted:**

09/16/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations**REVIEWED BY:****APPROVED BY:**  
DEVORA NAVERA REED  
General Counsel  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division☒ Approved as to form.**REVIEWED BY:****APPROVED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Financial Officer  
DEAN TAGAWA, EdD  
Executive Director  
Early Childhood Education Division☒ Approved as to budget impact statement.**PRESENTED BY:**  
GREG GARCIA  
Interim Director of Facilities Maintenance and Operations  
Facilities Services Division

**1. Collins Early Education Center Outdoor Classroom and Campus Upgrade Project**

- *Region South, Board District 1*
- *Project Scope* – This project provides an outdoor classroom by dividing the existing playground area into distinct activity areas with paving, new playground matting and equipment, and landscaping. The project will also provide new heating, ventilation, and air conditioning units and roofing at the Children’s Center Building, as well as necessary upgrades to the fire alarm system and utilities. Americans with Disabilities Act upgrades include accessible path of travel, parking area, doors and signage, restrooms, and a drinking water station.
- *Project Budget:* \$5,983,619
- *Construction Schedule:* Q4 2026 – Q1 2028

**2. Glenfeliz Boulevard Early Education Center Outdoor Classroom and Campus Upgrade Project**

- *Region West, Board District 5*
- *Project Scope* – This project provides an outdoor classroom by dividing the existing playground area into distinct activity areas with paving, new playground matting and equipment, and landscaping. The project will also provide new heating, ventilation, and air conditioning units, roofing, exterior painting of the Children's Center Building, as well as necessary upgrades to the fire alarm system and utilities. Americans with Disabilities Act upgrades include accessible path of travel, parking area, doors and signage, restrooms, and drinking water stations.
- *Project Budget:* \$6,888,394
- *Construction Schedule:* Q4 2026 – Q1 2028

**SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE**

**D. Michael Hamner, FAIA, Chair**  
American Institute of Architects  
**Robert Campbell, Vice-Chair**  
L.A. Co. Auditor-Controller's Office  
**Dr. Samantha Rowles, Secretary**  
LAUSD Student Parent  
**Patrick MacFarlane, Executive Committee**  
Early Education Coalition  
**Scott Pansky, Executive Committee**  
L.A. Area Chamber of Commerce

**Joseph P. Buchman – Legal Counsel**  
Burke, Williams & Sorensen, LLP  
**Lori Raineri and Keith Weaver – Oversight Consultants**  
Government Financial Services Joint Powers Authority

**Neelura Bell**  
CA Charter School Association  
**Sandra Betts**  
CA Tax Reform Assn.  
**Chad Boggio**  
L.A. Co. Federation of Labor AFL-CIO  
**Aleigh Lewis**  
L.A. City Controller's Office  
**Jennifer McDowell**  
L.A. City Mayor's Office  
**Brian Mello**  
Assoc. General Contractors of CA

**Santa Ramirez**  
Tenth District PTSA  
**William O. Ross IV**  
31<sup>st</sup> District PTSA  
**Ashley Kaiser (Alternate)**  
Assoc. General Contractors of CA  
**Connie Yee (Alternate)**  
L.A. Co. Auditor-Controller's Office  
**Vacant**  
Senior Citizens' Organization  
**Vacant**  
LAUSD Student Parent

**Timothy Popejoy**  
Bond Oversight Administrator  
**Perla Zitle**  
Bond Oversight Coordinator

**RESOLUTION 2024-31****BOARD REPORT NO. 054-24/25**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO EARLY EDUCATION CENTER OUTDOOR CLASSROOM AND CAMPUS UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes the Board of Education (Board) define and approve two Early Education Center (EEC) Outdoor Classroom and Campus Upgrade Projects (Projects) at Collins EEC and Glenfeliz Boulevard EEC, as described in Board Report No. 054-24/25, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein; and

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

WHEREAS, The School Upgrade Program includes a spending target entitled "Early Childhood Education Facilities Upgrades and Expansions." Projects developed under this category of need are included in the Facilities SEP; and

WHEREAS, The proposed Projects will provide outdoor classrooms by dividing the existing playground areas into distinct activity areas with paving, new playground matting and equipment, and landscaping. Campus upgrades include new heating, ventilation, and air-conditioning units, new roofing, exterior painting as needed, and fire alarm system and utilities upgrades. The scope of work includes Americans with Disabilities Act accessibility upgrades, and any other required improvements or mitigations to ensure compliance with local, state, and/or federal facilities requirements; and

WHEREAS, The proposed projects were identified by the Early Childhood Education Division in consultation with Regions and school site administrators. Sites were selected based upon each center's proximity and access to existing community green space, and evidence of parent, administrator, and staff commitment to the success



**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE TWO EARLY EDUCATION CENTER OUTDOOR CLASSROOM AND CAMPUS UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

of the program. Other factors considered included income level, center enrollment, community interest, and demographics; and

WHEREAS, The total combined budget for the proposed Projects is \$12,872,013. The projects will be funded with Bond Program funds earmarked specifically for Early Childhood Education facilities upgrades and expansions; and

WHEREAS, the District Office of General Counsel has reviewed the proposed Projects and determined that they may proceed to the School Construction Bond Citizens' Oversight Committee (BOC) for its consideration for recommendation to the Board of Education; 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 BOC recommends that the Board of Education define and approve two EEC Outdoor Classroom and Campus Upgrade Projects, with a combined budget of \$12,872,013, and amend the Facilities SEP to incorporate therein, as described in Board Report No. 054-24/25, 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 BOC'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 BOC and the District.

ADOPTED on October 10, 2024, by the following vote:

AYES: 12

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 1

/Michael Hamner/

D. Michael Hamner  
Chair

/Samantha Rowles/

Dr. Samantha Rowles  
Secretary



## **Early Childhood Education Projects**

Bond Oversight Committee Meeting  
October 10, 2024

# Early Childhood Education

## Outdoor Classroom and Campus Upgrade

The scope of work includes:

- Outdoor classroom activity areas
- Paving
- Landscaping
- Playground matting & equipment
- Heating, ventilation, and air conditioning (HVAC) units
- Roofing
- Exterior painting as needed
- Accessibility upgrades
- Fire alarm system upgrades
- Utilities upgrades

| Item   | Board District | Region | School        | Anticipated Construction Start | Anticipated Construction Completion | Project Budget |
|--------|----------------|--------|---------------|--------------------------------|-------------------------------------|----------------|
| 1      | 1              | South  | Collins EEC   | Q4-2026                        | Q1-2028                             | \$5,983,619    |
| 2      | 5              | West   | Glenfeliz EEC | Q4-2026                        | Q1-2028                             | \$6,888,394    |
| Total: |                |        |               |                                |                                     | \$12,872,013   |

# Collins EEC

## Outdoor Classroom and Campus Upgrade

*Construction Schedule:* Q4 2026 – Q1 2028

*Board District:* 1, *Region:* South

*Project Budget:* \$5,983,619

| Site & Environmental | Plans | Construction | Management | Other/Reserve |
|----------------------|-------|--------------|------------|---------------|
| 1%                   | 12%   | 75%          | 5%         | 7%            |



Site Aerial View



Concept – Subject to Change

### LEGEND

- E: ENTRY
- G: GATHERING AREA
- M: MUSIC & MOVEMENT AREA
- O: OPEN AREA
- NA: NATURE ART AREA
- B: BUILDING AREA
- GD: GARDEN AREA
- MM: MESSY MATERIALS AREA
- C: CLIMBING AREA
- S: SENSORY (WATER/SAND DIRT DIGGING)
- WT: WHEELED TOY AREA
- AS: ADULT SPACE
- F: FLEX SPACE
- +: EXISTING TREE

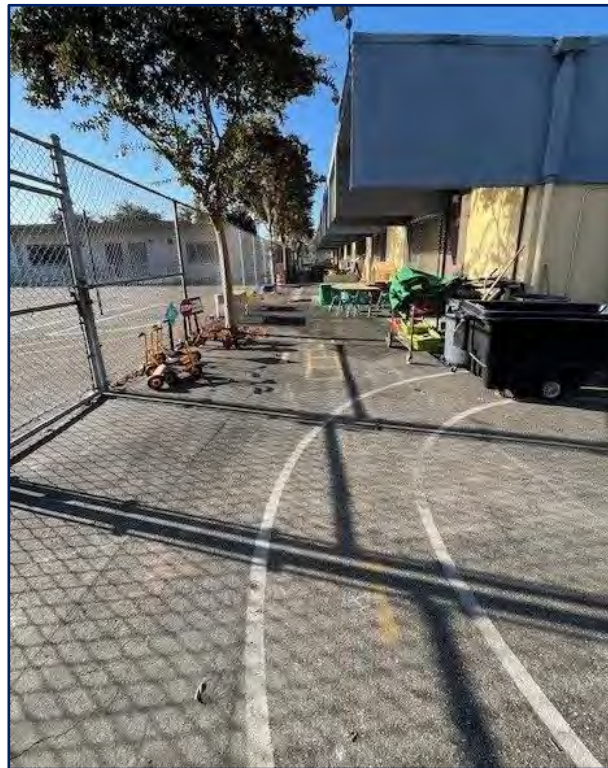


# Collins EEC

## Outdoor Classroom and Campus Upgrade



Main Yard



Side Yard



Roof

# Glenfeliz EEC

## Outdoor Classroom and Campus Upgrade

*Construction Schedule: Q4 2026 – Q1 2028*

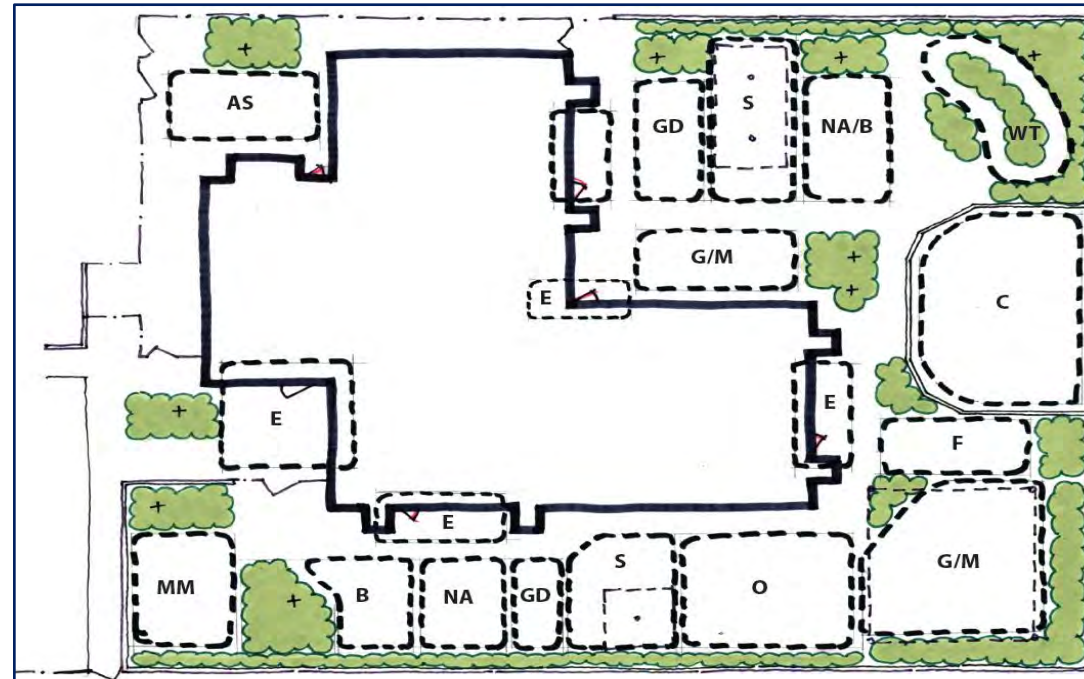
*Board District: 5, Region: West*

*Project Budget: \$6,888,394*

| Site & Environmental | Plans | Construction | Management | Other/Reserve |
|----------------------|-------|--------------|------------|---------------|
| 1%                   | 12%   | 75%          | 5%         | 7%            |



Site Aerial View



Concept – Subject to Change

### LEGEND

- E: ENTRY
- G: GATHERING AREA
- M: MUSIC & MOVEMENT AREA
- O: OPEN AREA
- NA: NATURE ART AREA
- B: BUILDING AREA
- GD: GARDEN AREA
- MM: MESSY MATERIALS AREA
- C: CLIMBING AREA
- S: SENSORY (WATER/SAND DIRT DIGGING)
- WT: WHEELED TOY AREA
- AS: ADULT SPACE
- F: FLEX SPACE
- +: EXISTING TREE



# Glenfeliz EEC

## Outdoor Classroom and Campus Upgrade



Play Yard

Roof



# Examples of Completed Projects





**Questions?**

# TAB 5



## Board of Education Report

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File #: Rep-063-24/25, Version: 1

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

**October 22, 2024**

#### **Facilities Services Division**

#### **Action Proposed:**

Define and approve 13 Board District Priority (BDP) and Region Priority (RP) projects, as listed on Exhibit A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total budget for these proposed projects is \$708,587.

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 October 10, 2024, as referenced in Exhibit B. The presentation that was provided is included as Exhibit C. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

#### **Expected Outcomes:**

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

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

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

#### **Policy Implications:**

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

**Budget Impact:**

The total combined budget for the 13 proposed projects is \$708,587. Four projects are funded by Bond Program funds earmarked specifically for RP projects. Nine 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 proposed project scope, site conditions, and market conditions. Individual project budgets will be reviewed throughout the planning, design, and construction phases as new information becomes known or unforeseen conditions arise and will be adjusted accordingly to enable the successful completion of each proposed project.

**Student Impact:**

The proposed projects will upgrade, modernize, and/or improve school facilities to enhance the safety and educational quality of the learning environment to benefit approximately 9,920 current and future students.

**Equity Impact:**

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

**Issues and Analysis:**

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

**Attachments:**

Exhibit A - Board District Priority and Region Priority Projects

Exhibit B - BOC Resolution

Exhibit C - BOC Presentation

**Informatives:**

Not Applicable

**Submitted:**

09/18/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO

Superintendent

  
PEDRO SALCIDODeputy Superintendent,  
Business Services and Operations**REVIEWED BY:****APPROVED BY:**  
DEVORA NAVERA REED

General Counsel

  
KRISZTINA TOKESChief Facilities Executive  
Facilities Services Division☒ Approved as to form.**REVIEWED BY:****PRESENTED BY:**  
NOLBERTO DELGADILLO

Deputy Chief Financial Officer

  
GREGORY GARCIAInterim Director of Facilities Maintenance and Operations  
Facilities Services Division☒ Approved as to budget impact statement.

## EXHIBIT A

### BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS

| Item         | Board District | Region | School                           | Project                                      | Managed Program  | Project Budget    | Anticipated Construction Start | Anticipated Construction Completion |
|--------------|----------------|--------|----------------------------------|----------------------------------------------|------------------|-------------------|--------------------------------|-------------------------------------|
| 1            | 1              | W      | Alta Loma ES                     | Install new electronic free-standing marquee | RP               | \$ 38,963         | Q1-2025                        | Q2-2025                             |
| 2            | 1              | W      | Palms MS                         | Provide exterior lunch tables                | BDP <sup>1</sup> | \$ 63,274         | Q4-2024                        | Q2-2025                             |
| 3            | 2              | E      | Del Olmo ES                      | Provide exterior benches                     | BDP              | \$ 23,320         | Q4-2024                        | Q2-2025                             |
| 4            | 3              | N      | Anatola ES                       | Install new chain link privacy fence         | BDP              | \$ 35,370         | Q1-2025                        | Q2-2025                             |
| 5            | 3              | N      | Bassett ES                       | Install parking lot swing gates              | BDP              | \$ 47,377         | Q1-2025                        | Q2-2025                             |
| 6            | 3              | N      | Chatsworth Charter HS*           | Provide exterior lunch tables                | BDP              | \$ 88,360         | Q4-2024                        | Q2-2025                             |
| 7            | 3              | N      | Chatsworth Charter HS*           | Upgrade lighting system in multipurpose room | RP <sup>2</sup>  | \$ 54,283         | Q2-2025                        | Q3-2025                             |
| 8            | 3              | N      | Porter MS                        | Provide classroom furniture                  | BDP              | \$ 53,393         | Q4-2024                        | Q2-2025                             |
| 9            | 4              | W      | Westside Global Awareness Magnet | Install new landscaping and irrigation       | BDP              | \$ 135,720        | Q4-2025                        | Q1-2026                             |
| 10           | 5              | E      | 28th St. ES                      | Provide classroom furniture                  | RP <sup>3</sup>  | \$ 50,000         | Q4-2024                        | Q2-2025                             |
| 11           | 5              | W      | Harvard ES                       | Install new wrought iron fence               | BDP              | \$ 38,059         | Q1-2025                        | Q2-2025                             |
| 12           | 5              | W      | Hollywood ES                     | Install new pedestrian gate                  | RP               | \$ 37,153         | Q2-2025                        | Q2-2025                             |
| 13           | 6              | N      | Sylmar Charter HS*               | Provide classroom furniture                  | BDP              | \$ 43,315         | Q4-2024                        | Q2-2025                             |
| <b>TOTAL</b> |                |        |                                  |                                              |                  | <b>\$ 708,587</b> |                                |                                     |

\* LAUSD affiliated charter school

<sup>1</sup> Palms MS - Although this is a Board District 1 (BD1) BDP project, Region West (RW) will contribute \$31,600 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the RW spending target to the BD1 spending target.

<sup>2</sup> Chatsworth Charter HS - Although this is a Region North (RN) RP project, Board District 3 (BD3) will contribute \$27,100 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the BD3 spending target to the RN spending target.

<sup>3</sup> 28th St. ES - Although this is a Region East (RE) RP project, Board District 5 (BD5) will contribute \$25,000 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the BD5 spending target to the RE spending target.

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

**SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE**

**D. Michael Hamner, FAIA, Chair**  
American Institute of Architects  
**Robert Campbell, Vice-Chair**  
L.A. Co. Auditor-Controller's Office  
**Dr. Samantha Rowles, Secretary**  
LAUSD Student Parent  
**Patrick MacFarlane, Executive Committee**  
Early Education Coalition  
**Scott Pansky, Executive Committee**  
L.A. Area Chamber of Commerce

**Joseph P. Buchman – Legal Counsel**  
Burke, Williams & Sorensen, LLP  
**Lori Raineri and Keith Weaver – Oversight Consultants**  
Government Financial Services Joint Powers Authority

**Neelura Bell**  
CA Charter School Association  
**Sandra Betts**  
CA Tax Reform Assn.  
**Chad Boggio**  
L.A. Co. Federation of Labor AFL-CIO  
**Aleigh Lewis**  
L.A. City Controller's Office  
**Jennifer McDowell**  
L.A. City Mayor's Office  
**Brian Mello**  
Assoc. General Contractors of CA

**Santa Ramirez**  
Tenth District PTSA  
**William O. Ross IV**  
31<sup>st</sup> District PTSA  
**Ashley Kaiser (Alternate)**  
Assoc. General Contractors of CA  
**Connie Yee (Alternate)**  
L.A. Co. Auditor-Controller's Office  
**Vacant**  
Senior Citizens' Organization  
**Vacant**  
LAUSD Student Parent

**Timothy Popejoy**  
Bond Oversight Administrator  
**Perla Zitle**  
Bond Oversight Coordinator

---

**RESOLUTION 2024-32****BOARD REPORT NO. 063-24/25****RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE 13 BOARD DISTRICT PRIORITY AND REGION PRIORITY PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, District Staff proposes the Board of Education define and approve 13 Board District Priority and Region Priority Projects (as listed on Exhibit A of Board Report No. 063-24/25) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The total budget for these proposed projects is \$708,587; and

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

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

WHEREAS, the District's Office of the General Counsel has reviewed the proposed Projects and determined that they may proceed to the School Construction Bond Citizens' Oversight Committee for its consideration for recommendation to the Board of Education; and

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

WHEREAS, District Staff 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 BOC recommends the Board of Education define and approve 13 Board District Priority and Region Priority Projects with a combined budget of \$708,587, and amend the Facilities SEP to incorporate therein, as described in Board Report No. 063-24/25, 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 BOC'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 BOC and the District.

ADOPTED on October 10, 2024, by the following vote:

AYES: 11

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 2

/Michael Hamner/

D. Michael Hamner  
Chair

/Samantha Rowles/

Dr. Samantha Rowles  
Secretary





## **Board District Priority and Region Priority Projects**

Bond Oversight Committee Meeting  
October 10, 2024

# 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            | 1              | W      | Alta Loma ES                     | Install new electronic free-standing marquee | RP               | \$ 38,963         | Q1-2025                        | Q2-2025                             |
| 2            | 1              | W      | Palms MS                         | Provide exterior lunch tables                | BDP <sup>1</sup> | \$ 63,274         | Q4-2024                        | Q2-2025                             |
| 3            | 2              | E      | Del Olmo ES                      | Provide exterior benches                     | BDP              | \$ 23,320         | Q4-2024                        | Q2-2025                             |
| 4            | 3              | N      | Anatola ES                       | Install new chain link privacy fence         | BDP              | \$ 35,370         | Q1-2025                        | Q2-2025                             |
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| 7            | 3              | N      | Chatsworth Charter HS*           | Upgrade lighting system in multipurpose room | RP <sup>2</sup>  | \$ 54,283         | Q2-2025                        | Q3-2025                             |
| 8            | 3              | N      | Porter MS                        | Provide classroom furniture                  | BDP              | \$ 53,393         | Q4-2024                        | Q2-2025                             |
| 9            | 4              | W      | Westside Global Awareness Magnet | Install new landscaping and irrigation       | BDP              | \$ 135,720        | Q4-2025                        | Q1-2026                             |
| 10           | 5              | E      | 28th St. ES                      | Provide classroom furniture                  | RP <sup>3</sup>  | \$ 50,000         | Q4-2024                        | Q2-2025                             |
| 11           | 5              | W      | Harvard ES                       | Install new wrought iron fence               | BDP              | \$ 38,059         | Q1-2025                        | Q2-2025                             |
| 12           | 5              | W      | Hollywood ES                     | Install new pedestrian gate                  | RP               | \$ 37,153         | Q2-2025                        | Q2-2025                             |
| 13           | 6              | N      | Sylmar Charter HS*               | Provide classroom furniture                  | BDP              | \$ 43,315         | Q4-2024                        | Q2-2025                             |
| <b>TOTAL</b> |                |        |                                  |                                              |                  | <b>\$ 708,587</b> |                                |                                     |

\* LAUSD affiliated charter school

<sup>1</sup> Palms MS – Although this is a Board District 1 (BD1) BDP project, Region West (RW) will contribute \$31,600 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the RW spending target to the BD1 spending target.

<sup>2</sup> Chatsworth Charter HS – Although this is a Region North (RN) RP project, Board District 3 (BD3) will contribute \$27,100 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the BD3 spending target to the RN spending target.

<sup>3</sup> 28th St. ES – Although this is a Region East (RE) RP project, Board District 5 (BD5) will contribute \$25,000 towards this budget. The project budget shown here includes this contribution. The amount will be transferred from the BD5 spending target to the RE spending target.

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

# Westside Global Awareness Magnet

100

## Install new landscaping and irrigation (Item #9)

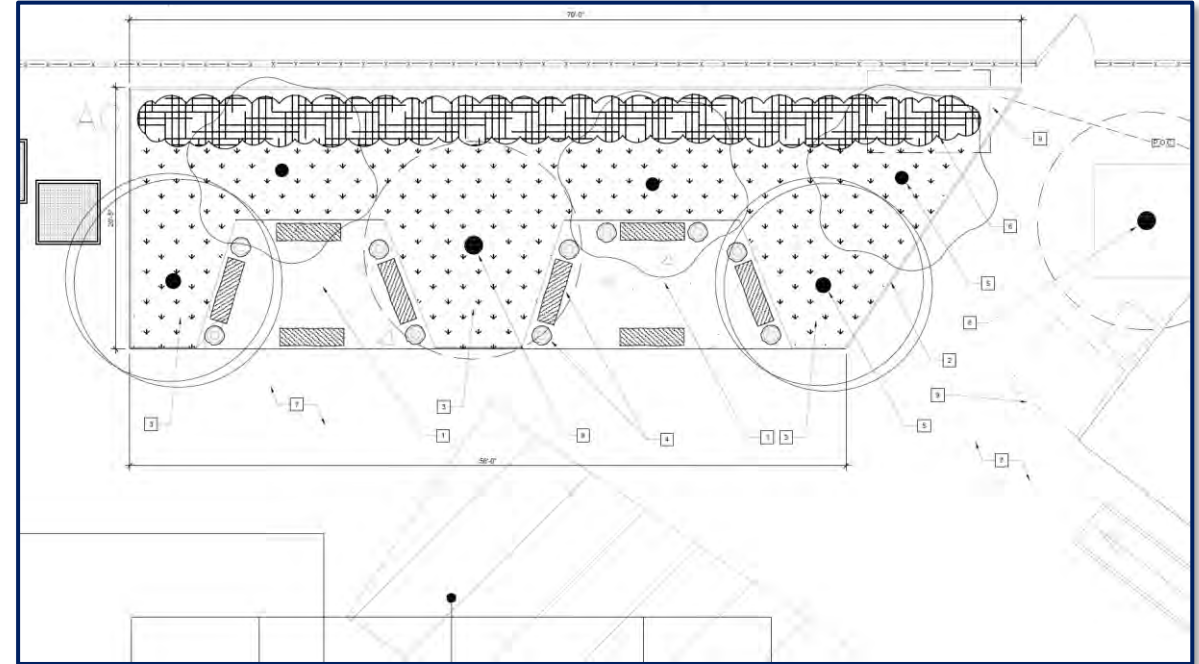
This project is to install approximately 1,285 sq ft of landscaping and irrigation.

*Project Budget: \$135,720*

*Construction Schedule: Q4 2025 – Q1 2026*



Development Area



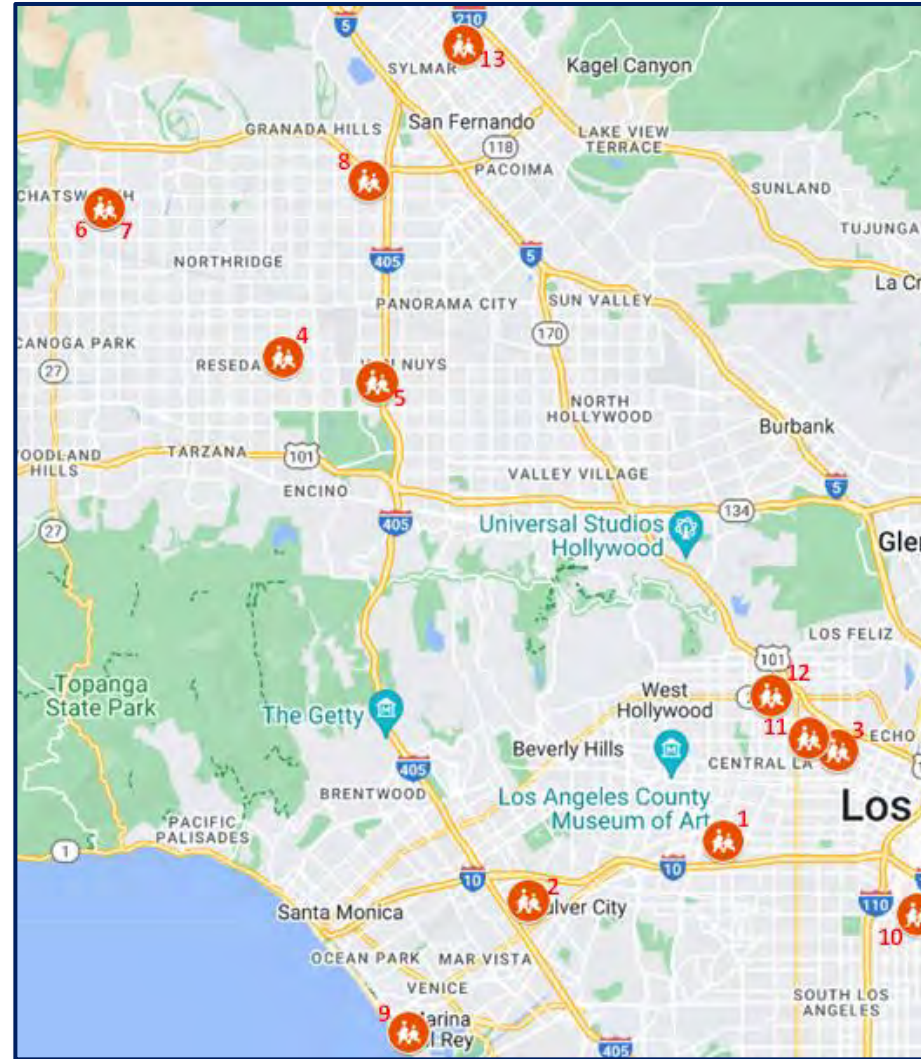
Concept Drawing – Subject to Change



# Map of Board District Priority and Region Priority Projects <sup>101</sup>

## (Prepared by BOC Staff)

|                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. Alta Loma Elementary (K- 5)</b><br/>1745 VINEYARD AVE, LOS ANGELES, CA 90019;<br/>323-939-2113; <a href="https://explore.lausd.org/school/1208202/Alta-Loma-El-DTS">https://explore.lausd.org/school/1208202/Alta-Loma-El-DTS</a>; Enrollment: 378 students (138 in Dual Language); Board District 1; Region West; LA Mid-City CoS</p>                                        |
| <p><b>2. Palms Middle School (6- 8)</b><br/>10860 WOODBINE ST, LOS ANGELES, CA 90034;<br/>310-253-7600; <a href="https://explore.lausd.org/school/1834001/Palms-Middle-School">https://explore.lausd.org/school/1834001/Palms-Middle-School</a>; Enrollment: 1,203 students (759 in Magnet); Board District 1; Region West; Hamilton CoS</p>                                           |
| <p><b>3. Frank Del Olmo Elementary (K- 5)</b><br/>100 N NEW HAMPSHIRE AVE, LOS ANGELES, CA 90004;<br/>213-427-7200; <a href="https://explore.lausd.org/school/1238601/Frank-Del-Olmo-Elementary">https://explore.lausd.org/school/1238601/Frank-Del-Olmo-Elementary</a>; Enrollment: 491 students; Board District 2; Region East; Downtown CoS</p>                                     |
| <p><b>4. Anatola Avenue Elementary (K- 5)</b><br/>7364 ANATOLA AVE, LAKE BALBOA, CA 91406;<br/>818-343-8733; <a href="https://explore.lausd.org/school/1211001/Anatola-Avenue-Elementary">https://explore.lausd.org/school/1211001/Anatola-Avenue-Elementary</a>; Enrollment: 257 students; Board District 3; Region North; Cleveland CoS</p>                                          |
| <p><b>5. Bassett Street Elementary (K- 5)</b><br/>15756 BASSETT ST, LAKE BALBOA, CA 91406;<br/>818-782-1340; <a href="https://explore.lausd.org/school/1232301/Bassett-Street-Elementary">https://explore.lausd.org/school/1232301/Bassett-Street-Elementary</a>; Enrollment: 627 students (126 in Magnet and 62 in Dual Language); Board District 3; Region North; Reseda CoS</p>     |
| <p><b>6. Chatsworth Charter High School (9-12)*</b><br/>10027 LURLINE AVE, CHATSWORTH, CA 91311;<br/>818-678-3400; <a href="https://explore.lausd.org/school/1858301/Chatsworth-Charter-High-School">https://explore.lausd.org/school/1858301/Chatsworth-Charter-High-School</a>; Enrollment: 1,732 students (285 in Magnet); Board District 3; Region North; Cnga Pk/Chtswrth CoS</p> |
| <p><b>7. Chatsworth Charter High School (9-12)*</b><br/>10027 LURLINE AVE, CHATSWORTH, CA 91311;<br/>818-678-3400; <a href="https://explore.lausd.org/school/1858301/Chatsworth-Charter-High-School">https://explore.lausd.org/school/1858301/Chatsworth-Charter-High-School</a>; Enrollment: 1,732 students (285 in Magnet); Board District 3; Region North; Cnga Pk/Chtswrth CoS</p> |



|                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>8. George K Porter Middle School (6- 8)</b><br/>15960 KINGSBURY ST, GRANADA HILLS, CA 91344;<br/>818-920-2050; <a href="https://explore.lausd.org/school/1835401/George-K-Porter-Middle-School">https://explore.lausd.org/school/1835401/George-K-Porter-Middle-School</a>; Enrollment: 1,006 students (465 in Magnet); Board District 3; Region North; Kenndy/NAHS/VAAS CoS</p> |
| <p><b>9. Westside Global Awareness Magnet (K- 8)</b><br/>104 ANCHORAGE ST, MARINA DEL REY, CA 90292;<br/>310-821-2039; <a href="https://explore.lausd.org/school/1331101/Westside-Global-Awareness-Magnet">https://explore.lausd.org/school/1331101/Westside-Global-Awareness-Magnet</a>; Enrollment: 210 students; Board District 4; Region West; Venice CoS</p>                      |
| <p><b>10. 28th Street Elementary (K- 5)</b><br/>2807 STANFORD AVE, LOS ANGELES, CA 90011;<br/>323-232-3496; <a href="https://explore.lausd.org/school/1728801/28th-Street-Elementary">https://explore.lausd.org/school/1728801/28th-Street-Elementary</a>; Enrollment: 488 students (107 in Dual Language); Board District 5; Region East; So Los Angeles CoS</p>                      |
| <p><b>11. Harvard Elementary (K- 5)</b><br/>330 N HARVARD BLVD, LOS ANGELES, CA 90004;<br/>323-953-4540; <a href="https://explore.lausd.org/school/1204201/Harvard-Elementary">https://explore.lausd.org/school/1204201/Harvard-Elementary</a>; Enrollment: 256 students (75 in Dual Language); Board District 5; Region West; Hollywood CoS</p>                                       |
| <p><b>12. Hollywood Elementary (K- 5)</b><br/>1115 TAMARIND AVE, LOS ANGELES, CA 90038;<br/>323-464-0331; <a href="https://explore.lausd.org/school/1654901/Hollywood-Elementary">https://explore.lausd.org/school/1654901/Hollywood-Elementary</a>; Enrollment: 193 students; Board District 5; Region West; Hollywood CoS</p>                                                        |
| <p><b>13. Sylmar Charter High School (9-12)*</b><br/>13050 BORDEN AVE, SYLMAR, CA 91342;<br/>818-833-3700; <a href="https://explore.lausd.org/school/1887801/Sylmar-Charter-High-School">https://explore.lausd.org/school/1887801/Sylmar-Charter-High-School</a>; Enrollment: 1,518 students (379 in Magnet); Board District 6; Region North; San Frnndo/Sylmr CoS</p>                 |

**Questions?**

[Return to Order of Business](#)



# TAB 6



## Board of Education Report

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File #: Rep-064-24/25, Version: 1

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### **Approve the Definition of 12 Classroom Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein**

**October 22, 2024**

#### **Facilities Services Division**

#### **Action Proposed:**

Approve the definition of 12 Classroom Upgrade Projects (Projects), as described in Exhibit A, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein. The combined budget for the proposed Projects is \$106,372,000.

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

#### **Background:**

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

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

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

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

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on October 10, 2024, as referenced in Exhibit B. The presentation that was provided is included as Exhibit C. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified School District's ability to successfully complete the

Facilities SEP.

**Expected Outcomes:**

Approval of the 12 proposed Projects and amendment to the Facilities SEP to incorporate therein. The approval will enable staff to proceed with the design and construction of the proposed Projects.

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

**Board Options and Consequences:**

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

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

**Policy Implications:**

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

**Budget Impact:**

The combined Project budget for the 12 proposed Projects is \$106,372,000. The proposed Projects will be funded by Bond Program funds targeted in the School Upgrade Program for major modernizations, upgrades, and reconfigurations to school campuses.

The \$11,423,000 budget for the proposed Project at Robert Louis Stevenson College & Career Prep includes \$1,819,000 for classrooms presently occupied by a co-located charter school pursuant to Education Code section 47614 (Proposition 39). Bond Program funds targeted for Charter School Facilities Upgrades and Expansions will be transferred to funds earmarked in the SUP for major modernizations, upgrades, and reconfigurations to school campuses, and all aspects of the proposed upgrades will be owned entirely by District.

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

**Student Impact:**

The proposed Projects, once completed, will help ensure approximately 11,500 current and future students attending these 12 schools are provided with safe, welcoming, and state-of-the-art learning environments that support student-centered, experiential, and engaged learning. The proposed Projects will also allow schools to attract and retain future students, which builds school pride and enhances opportunities to create a positive



school culture.

**Equity Impact:**

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

**Issues and Analysis:**

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

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

**Attachments:**

Exhibit A: Scope, Budget, and Schedule for 12 Classroom Upgrade Projects

Exhibit B: BOC Resolution

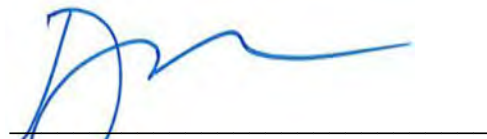
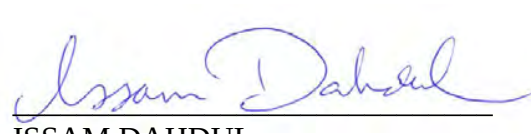
Exhibit C: BOC Presentation

**Informatives:**

None

**Submitted:**

09/20/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
PEDRO SALCIDO  
Deputy Superintendent, Business Services and Operations**REVIEWED BY:****APPROVED BY:**  
DEVORA NAVERA REED  
General Counsel  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division☒ Approved as to form.**REVIEWED BY:****PRESENTED BY:**  
NORBERTO DELGADILLO  
Deputy Chief Financial Officer  
ISSAM DAHDUL  
Director of Facilities Planning & Development  
Facilities Services Division☒ Approved as to budget impact statement.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

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

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

The proposed project includes upgrades to the interiors of approximately 60 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$9,570,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**2. Drew Middle School - Classroom Upgrade Project**

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

The proposed project includes upgrades to the interiors of approximately 56 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$9,106,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**3. El Sereno Middle School – Classroom Upgrade Project**

*Region East, Board District 2 (Dr. Rocio Rivas)*

The proposed project includes upgrades to the interiors of approximately 55 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$8,847,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**4. Mann UCLA Community School – Classroom Upgrade Project**  
*Region South, Board District 1 (Dr. George McKenna)*

The proposed project includes upgrades to the interiors of approximately 41 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$6,660,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**5. Mount Gleason Middle School – Classroom Upgrade Project**

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

The proposed project includes upgrades to the interiors of approximately 50 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$8,125,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**6. Nimitz Middle School - Classroom Upgrade Project**

*Region East, Board District 5 (Jackie Goldberg)*

The proposed project includes upgrades to the interiors of approximately 63 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$9,960,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.



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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**7. Pio Pico Middle School – Classroom Upgrade Project**

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

The proposed project includes upgrades to the interiors of approximately 28 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$4,587,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**8. Reed Middle School – Classroom Upgrade Project**

*Region North, Board District 3 (Scott Schmerelson)*

The proposed project includes upgrades to the interiors of approximately 58 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$9,441,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**9. Revere Charter Middle School – Classroom Upgrade Project**

*Region West, Board District 4 (Nick Melvoin)*

The proposed project includes upgrades to the interiors of approximately 69 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$10,586,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**10. Robert Louis Stevenson College & Career Prep – Classroom Upgrade Project**  
*Region East, Board District 2 (Dr. Rocio Rivas)*

The proposed project includes upgrades to the interiors of approximately 72 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$11,423,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**11. Sepulveda Middle School – Classroom Upgrade Project**

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

The proposed project includes upgrades to the interiors of approximately 72 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$11,229,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

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

**Exhibit A  
Scope, Budget, and Schedule for 12 Classroom Upgrade Projects**

**12. Twain Middle School – Classroom Upgrade Project**

*Region West, Board District 4 (Nick Melvoin)*

The proposed project includes upgrades to the interiors of approximately 42 classrooms utilized for instruction, special education, and support spaces. Based on the individual needs of each classroom, the scope may include, but is not limited to:

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

Project Budget: \$6,838,000

Project Schedule: Construction will be implemented in two phases and is anticipated to begin in Q4-2025 and be completed in Q1-2027.

**SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE**

**D. Michael Hamner, FAIA, Chair**  
American Institute of Architects  
**Robert Campbell, Vice-Chair**  
L.A. Co. Auditor-Controller's Office  
**Dr. Samantha Rowles, Secretary**  
LAUSD Student Parent  
**Patrick MacFarlane, Executive Committee**  
Early Education Coalition  
**Scott Pansky, Executive Committee**  
L.A. Area Chamber of Commerce

**Joseph P. Buchman – Legal Counsel**  
Burke, Williams & Sorensen, LLP  
**Lori Raineri and Keith Weaver – Oversight Consultants**  
Government Financial Services Joint Powers Authority

**Neelura Bell**  
CA Charter School Association  
**Sandra Betts**  
CA Tax Reform Assn.  
**Chad Boggio**  
L.A. Co. Federation of Labor AFL-CIO  
**Aleigh Lewis**  
L.A. City Controller's Office  
**Jennifer McDowell**  
L.A. City Mayor's Office  
**Brian Mello**  
Assoc. General Contractors of CA

**Santa Ramirez**  
Tenth District PTSA  
**William O. Ross IV**  
31<sup>st</sup> District PTSA  
**Ashley Kaiser (Alternate)**  
Assoc. General Contractors of CA  
**Connie Yee (Alternate)**  
L.A. Co. Auditor-Controller's Office  
**Vacant**  
Senior Citizens' Organization  
**Vacant**  
LAUSD Student Parent

**Timothy Popejoy**  
Bond Oversight Administrator  
**Perla Zitle**  
Bond Oversight Coordinator

**RESOLUTION 2024-30****BOARD REPORT 064-24/25**

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE 12  
CLASSROOM UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES  
DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, Los Angeles Unified School District (Los Angeles Unified) Staff proposes that the Board of Education (Board) define and approve 12 Classroom Upgrade Projects (Projects), as described in Exhibit A to Board Report No. 064-24/25, and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to incorporate therein; and

WHEREAS, Los Angeles Unified Staff also requests that the Board authorize the Chief Procurement Officer and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the proposed Projects including budget modifications and the purchase of equipment and materials; and

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

WHEREAS, The combined Project budget for the proposed Projects is \$106,372,000. The proposed Projects will be funded with Bond Program funds targeted in the School Upgrade Program for major modernizations, upgrades, and reconfigurations to school campuses; and

**RECOMMENDING BOARD APPROVAL TO DEFINE AND APPROVE 12 CLASSROOM UPGRADE PROJECTS AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO INCORPORATE THEREIN**

WHEREAS, The \$11,423,000 budget for the proposed Project at Robert Louis Stevenson College & Career Prep includes \$1,819,000 for classrooms presently occupied by a co-located charter school pursuant to Education Code section 47614 (Proposition 39). Bond Program funds targeted for Charter School Facilities Upgrades and Expansions will be transferred to funds earmarked in the SUP for major modernizations, upgrades, and reconfigurations to school campuses, and all aspects of the proposed upgrades will be owned entirely by Los Angeles Unified ; and

WHEREAS, The Los Angeles Unified Office of General Counsel has reviewed the proposed Projects and determined that they may proceed to the School Construction Bond Citizens' Oversight Committee (BOC) for its consideration for recommendation to the Board of Education; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The BOC recommends that the Board define and approve 12 Classroom Upgrade Projects as described in Board Report No. 064-24/25, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference and amend the Facilities SEP accordingly.
2. This resolution shall be transmitted to the Los Angeles Unified Board and posted on the BOC's website.
3. Los Angeles Unified is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the BOC and Los Angeles Unified.

ADOPTED on October 10, 2024, by the following vote:

AYES: 11

ABSTENTIONS: 1

NAYS: 0

ABSENCES: 1

/Michael Hamner/

D. Michael Hamner  
Chair

/Samantha Rowles/

Dr. Samantha Rowles  
Secretary





## Classroom Upgrade Projects

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*Bond Oversight Committee Meeting  
October 10, 2024*

# Background



- August 2021 – Facilities School Upgrade Program was approved, which included \$350 Million for Classroom Upgrade Projects
  - 2,000 classrooms at approximately 50 schools
- Projects will upgrade classroom interiors throughout a school, without moving walls or replacing ceilings, lighting, or windows

# Priority Middle Schools–Top 48



*Equally Distributed per Region + Ranked by Classroom FCI\**

| Group | Rank by Highest Classroom FCI* | Region East           | Region North       | Region South       | Region West           | Board Approval of Project Definition |
|-------|--------------------------------|-----------------------|--------------------|--------------------|-----------------------|--------------------------------------|
| 1     | 1                              | LA ACADEMY MS         | PACOIMA MS         | GOMPERS MS         | PALMS MS              | Q4 2023                              |
| 2     | 2                              | ADAMS MS              | ARMSTRONG MS       | AUDUBON MS**       | BANCROFT MS           | Q2 2024                              |
|       | 3                              | BURBANK ATC MAG MS    | HALE CHART ACAD MS | FLEMING MS         | WEBSTER MS**          | Q2 2024                              |
| 3     | 4                              | EL SERENO MS          | SEPULVEDA MS       | DODSON MS          | TWAIN MS              | Q4 2024                              |
|       | 5                              | STEVENSON C&CP**      | MOUNT GLEASON MS   | DREW MS            | REVERE CHARTER MS     | Q4 2024                              |
|       | 6                              | NIMITZ MS             | REED MS            | MANN UCLA COMM SCH | PIO PICO MS           | Q4 2024                              |
| 4     | 7                              | CARVER MS             | SAN FERNANDO MS    | MUIR MS            | KING MAG MS           | Q1 2025                              |
|       | 8                              | GAGE MS               | PORTOLA CHARTER MS | MARKHAM MS         | EMERSON COMM CHART MS | Q1 2025                              |
|       | 9                              | VIRGIL MS**           | SUTTER MS**        | BETHUNE MS         | BERENDO MS            | Q1 2025                              |
| 5     | 10                             | SOUTH GATE MS         | PORTER MS          | WILMINGTON MAG MS  | COCHRAN MS            | Q3 2025                              |
|       | 11                             | NIGHTINGALE MS        | MULHOLLAND MS      | EDISON MS          | WRIGHT STEAM MAG MS** | Q3 2025                              |
|       | 12                             | GRIFFITH STEAM MAG MS | LAWRENCE MS        | CARNEGIE MS        | LE CONTE MS**         | Q3 2025                              |

\*Classroom FCI includes classrooms used for instruction, special education, and school set asides

\*\*Co-located charter present at campus site

**~2,000 classrooms proposed for upgrade**  
**~46,000 middle school students positively impacted**

# Scoping Tenets



Project will include upgrades to classrooms:

- In permanent and relocatable buildings
- Used for instruction, special education, and school set-asides
- Co-located charter school classrooms
- Does not include upgrades to District set-asides, classrooms out-of-service, and unallocated

# Scoping Tenets



Work may include:

- New classroom technology equipment
- Sound enhancements
- New classroom furniture
- Replacement of window blinds
- Interior painting
- Replacement of damaged ceiling tiles
- Limited electrical upgrades to support new classroom technology
- Accessibility improvements  
(as necessary per DSA requirements)



# Construction Execution Strategy

Work to occur in 2 Phases

- **Phase 1 (Year 1-2) – Non-DSA Scope**
  - Upgrade Blinds, Classroom Door Locks, and Damaged Ceiling Tiles
  - Provide New Classroom Furniture and Interior Painting
- **Phase 2 (Year 2-3) – DSA review required**
  - Classroom Technology Equipment
  - Provide Electrical Support for Technology and Required Accessibility Improvements

# Construction Execution Strategy **LAUSD** UNIFIED

Work to be scheduled for nights, weekends, and school breaks

- No Interim Housing to be added to school sites
- Maximize existing swing space, if available







# Dodson Middle School Classroom Upgrade Project

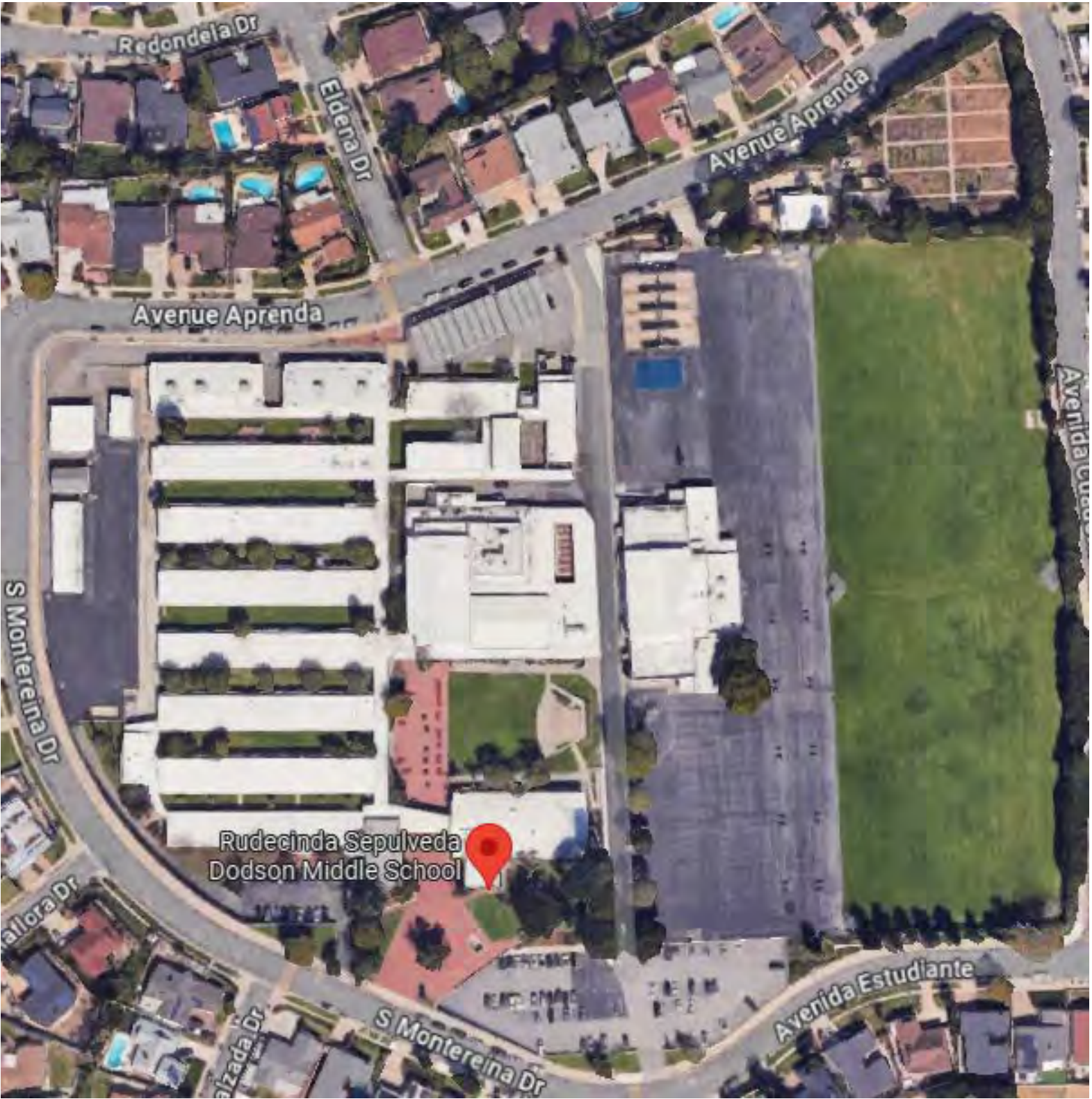
Board District 7 (Tanya Ortiz Franklin)  
Region South

**Project:**  
Upgrade of approximately 60 classrooms used for instruction, special education, and support spaces.

**Scope:**  
Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

|                        |             |
|------------------------|-------------|
| <b>Project Budget:</b> | \$9,570,000 |
| • Site & Environmental | 0.3%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

|                          |         |
|--------------------------|---------|
| <b>Project Schedule:</b> |         |
| • Construction Start     | Q4-2025 |
| • Construction Complete  | Q1-2027 |





# Drew Middle School Classroom Upgrade Project

Board District 7 (Tanya Ortiz Franklin)  
Region South

**Project:**

Upgrade of approximately 56 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$9,106,000 |
| • Site & Environmental | 0.4%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# El Sereno Middle School Classroom Upgrade Project

Board District 2 (Dr. Rocio Rivas)  
Region East

**Project:**

Upgrade of approximately 55 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$8,847,000 |
| • Site & Environmental | 0.4%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# Mann UCLA Community School Classroom Upgrade Project

Board District 1 (Dr. George McKenna)  
Region South

**Project:**

Upgrade of approximately 41 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$6,660,000 |
| • Site & Environmental | 0.5%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# Mount Gleason Middle School Classroom Upgrade Project

Board District 6 (Kelly Gonez)  
Region North

**Project:**

Upgrade of approximately 50 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$8,125,000 |
| • Site & Environmental | 0.4%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |



# Nimitz Middle School Classroom Upgrade Project

Board District 5 (Jackie Goldberg)  
Region East

**Project:**

Upgrade of approximately 63 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$9,960,000 |
| • Site & Environmental | 0.3%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# Pio Pico Middle School Classroom Upgrade Project

Board District 1 (Dr. George McKenna)  
Region West

**Project:**

Upgrade of approximately 28 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$4,587,000 |
| • Site & Environmental | 0.7%        |
| • Plans                | 8%          |
| • Construction         | 82%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |



# Reed Middle School Classroom Upgrade Project

Board District 3 (Scott Schmerelson)  
Region North

**Project:**

Upgrade of approximately 58 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |             |
|------------------------|-------------|
|                        | \$9,441,000 |
| • Site & Environmental | 0.3%        |
| • Plans                | 8%          |
| • Construction         | 83%         |
| • Management           | 5%          |
| • Other/Reserve        | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# Revere Charter Middle School Classroom Upgrade Project

Board District 4 (Nick Melvoin)  
Region West

**Project:**

Upgrade of approximately 69 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |      |
|------------------------|------|
| \$10,586,000           |      |
| • Site & Environmental | 0.3% |
| • Plans                | 8%   |
| • Construction         | 83%  |
| • Management           | 5%   |
| • Other/Reserve        | 4%   |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |



# Robert Louis Stevenson College & Career Prep Classroom Upgrade Project

Board District 2 (Dr. Rocio Rivas)  
Region East

**Project:**  
Upgrade of approximately 72 classrooms used for instruction, special education, and support spaces.

**Scope:**  
Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

|                        |              |
|------------------------|--------------|
| <b>Project Budget:</b> | \$11,423,000 |
| • Site & Environmental | 0.3%         |
| • Plans                | 8%           |
| • Construction         | 83%          |
| • Management           | 5%           |
| • Other/Reserve        | 4%           |

|                          |         |
|--------------------------|---------|
| <b>Project Schedule:</b> |         |
| • Construction Start     | Q4-2025 |
| • Construction Complete  | Q1-2027 |

\*Upgrades to classrooms occupied by co-located charter school will be funded with \$1,819,000 from Bond Program funds earmarked for Charter School Facilities Upgrades and Expansions.



# Sepulveda Middle School Classroom Upgrade Project

Board District 6 (Kelly Gonez)  
Region North

**Project:**

Upgrade of approximately 72 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

**Project Budget:**

|                        |              |
|------------------------|--------------|
|                        | \$11,229,000 |
| • Site & Environmental | 0.3%         |
| • Plans                | 8%           |
| • Construction         | 83%          |
| • Management           | 5%           |
| • Other/Reserve        | 4%           |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |





# Twain Middle School Classroom Upgrade Project

Board District 4 (Nick Melvoin)  
Region West

**Project:**

Upgrade of approximately 42 classrooms used for instruction, special education, and support spaces.

**Scope:**

Upgrades to technology infrastructure (digital display screens, sound enhancement systems, electrical services, and low voltage systems), security locks, new classroom furniture, white boards, tack boards, window blinds, paint, and replacement of damaged ceiling tiles.

|                               |             |
|-------------------------------|-------------|
| <b><u>Project Budget:</u></b> | \$6,838,000 |
| • Site & Environmental        | 0.5%        |
| • Plans                       | 8%          |
| • Construction                | 83%         |
| • Management                  | 5%          |
| • Other/Reserve               | 4%          |

**Project Schedule:**

|                         |         |
|-------------------------|---------|
| • Construction Start    | Q4-2025 |
| • Construction Complete | Q1-2027 |



**Questions?**

[Return to Order of Business](#)

7

# TAB 7



## Board of Education Report

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File #: Rep-066-24/25, Version: 1

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### **Adoption of Resolution to Authorize Los Angeles Unified School District Representatives to Continue Performance of all Necessary Functions Related to Federal Emergency Management Agency and California Governor's Office of Emergency Services Financial Assistance Programs**

**October 22, 2024**

**Facilities Services Division**

#### **Action Proposed:**

Adopt the attached Board of Education (Board) Resolution (Exhibit A) to authorize Los Angeles Unified School District (District) personnel to continue to perform all necessary functions related to Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES) financial assistance programs including the submittal of funding applications, administration of necessary grant-related activities, and the execution of instruments necessary, as legally permissible, to implement the requirements of the grants awards.

#### **Background:**

After a natural or man-made disaster event occurs, FEMA and Cal OES receive funding for their various financial assistance programs to help the public and public agencies with disaster recovery and mitigation efforts. These programs have allowed the District to be reimbursed for costs incurred by natural disasters and to receive funding for seismic mitigation projects that help ensure school facilities are safe learning environments.

Federal funds are awarded and managed by FEMA with Cal OES serving as the intermediating agency assisting the District with navigating the federal grant process to receive funds. Cal OES is also charged with the administration of the state disaster assistance program, which provides additional state-level financial assistance for costs incurred because of a declared disaster event. It is Cal OES' responsibility to ensure federal and state grant awards are being spent in compliance with federal (Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 199) and state law (California Disaster Assistance Act).

As the managing authority, Cal OES requires the Designation of Applicant's Agent Resolution for Non-State Agencies form to be renewed every three years. This resolution allows District personnel to perform necessary administrative and project activities related to FEMA and Cal OES financial assistance programs. The District's previously submitted resolution was approved by the Board of Education on December 7, 2021 and is set to expire on December 6, 2024.

#### **Expected Outcomes:**

Adopt the Resolution to permit staff to continue the performance of all necessary administrative and project activities related to FEMA and Cal OES financial assistance programs such as disaster relief, hazard mitigation, and other FEMA and/or Cal OES programs as listed in the resolution.

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

Approval of this action will allow staff to proceed with the necessary administrative and project activities



related to federal and state financial assistance programs.

If the proposed action is not approved, staff will not be able to proceed with applying for funds through federal and state financial programs, forgoing any available grant funds through these programs, and would also not be able to submit documentation needed to remain compliant with existing grant and reporting requirements.

**Policy Implications:**

Staff's proposal advances Pillar 4 Operational Effectiveness of the 2022-26 Strategic Plan and fulfills Cal OES' requirement to obtain federal and state financial assistance.

**Budget Impact:**

Approval of this action allows the District to continue to request and manage federal and state funding to mitigate impacts to the General Fund, Bond Program Funds, and other District resources that are associated with natural and man-made disasters.

**Student Impact:**

Approval of this action allows the District to apply for and be compliant with grants that are awarded to improve and repair District facilities against natural and man-made disasters, thus improving students' access to a safe and healthy learning environment.

**Equity Impact:**

The grants awarded through federal and state programs support the District's Bond Program which is focused on improving equity between newer and older schools so that all students have an equal opportunity for success.

**Issues and Analysis:**

Adoption of this Resolution will enable the District to continue requesting and administering federal and state resources for disaster relief, hazard mitigation and other FEMA/Cal OES financial assistance to adequately respond to and recover from federal or state declared disasters.

**Attachments:**

Exhibit A - Cal OES Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies

**Informatives:**

None.

**Submitted:**

09/22/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
PEDRO SALCIDO  
Deputy Superintendent,  
Business Services and Operations**REVIEWED BY:****APPROVED AND PRESENTED BY:**  
DEVORA NAVERA REED  
General Counsel  
KRISZTINA TOKES  
Chief Facilities Executive  
Facilities Services Division☒ Approved as to form.**REVIEWED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Financial Officer☒ Approved as to budget impact statement.

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
Cal OES 130

Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Education of THE Los Angeles Unified School District THAT  
(Governing Body) (Name of Applicant)

Chief Facilities Executive, OR  
(Title of Authorized Agent)

Deputy Chief Facilities Executive, OR  
(Title of Authorized Agent)

Director of Facilities Program Support Services, OR  
(Title of Authorized Agent)

Deputy Director or Facilities Program Support Services, OR  
(Title of Authorized Agent)

Director of Facilities Legislation, Grants and Funding, OR  
(Title of Authorized Agent)

Deputy Director of Facilities Legislation, Grants and Funding  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Los Angeles Unified School District, a public entity  
(Name of Applicant)

established under the laws of the State of California, this resolution and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining financial assistance for any existing or future grant program, including but not limited to any of the following:

- Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.
- National Earthquake Hazards Reduction Program (NEHRP) 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- California Early Earthquake Warning (CEEW) under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

THAT the Los Angeles Unified School District, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 22nd day of October, 2024

George McKenna Board Member  
(Name and Title)  
Rocio Rivas Board Member  
(Name and Title)  
Scott Schmerelson Board Member  
(Name and Title)  
Nick Melvoin Board Member  
(Name and Title)

Jackie Goldberg Board Member  
(Name and Title)  
Kelly Gonez Board Member  
(Name and Title)  
Tanya Ortiz Franklin Board Member  
(Name and Title)

## CERTIFICATION

I, Michael A. McLean, duly appointed and Executive Officer of the Board of Education of Los Angeles Unified  
(Name) (Title)  
School District Board of Education, do hereby certify that the above is a true and correct copy of a Resolution  
(Name of Applicant)  
passed and approved by the Board of Education of the Los Angeles Unified School District on the 22nd day of  
(Governing Body) (Name of Applicant)  
October, 2024.

\_\_\_\_\_  
(Signature)

Executive Officer of the Board of Education  
(Title)

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**TAB 8**



## Board of Education Report

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File #: Rep-047-24/25, Version: 1

---

**Report of Cash Disbursements  
Request to Reissue Expired Warrants  
October 22, 2024  
Accounting and Disbursements Division**

**Action Proposed:**

1. Ratify cash disbursements totaling \$1,085,731,616.52 which were made against funds of the District from August 1, 2024 through August 31, 2024. These disbursements are within approved budgeted appropriations and were made in accordance with established Board policies.

- a. "A" Warrants (Payroll) total of \$18,596,263.42

Warrant Numbers:

3363522 - 3376132

3379048 - 3379058

- b. Direct deposit payroll (Automated Clearing House - ACH) total of \$295,214,044.91

- c. "B" Warrants (Accounts Payable) total of \$179,186,354.92.

Warrant Numbers:

21743727 - 21743739      21761528 - 21761610

21745237 - 21745354      21763214 - 21763300

21746519 - 21746525      21764656 - 21764776

21747815 - 21748115      21766604 - 21766734

21749796 - 21749958      21768483 - 21768569

21751343 - 21751457      21770755 - 21770863

21753108 - 21753222      21772397 - 21772548

21754617 - 21754753      21773961 - 21774044

21756242 - 21756351      21776139 - 21776239

21757914 - 21757974      21778008 - 21778135

21759587 - 21759687      21780233 - 21780393

- d. Accounts Payable ACH payments total of \$592,734,953.27



File #: Rep-047-24/25, Version: 1

2. Approved requests to reissue expired warrants that were not cashed within the prescribed period totaling \$2,493.99.

| <u>WARRANT NO.</u> | <u>DATE</u> | <u>PAYEE</u>            | <u>AMOUNT</u> |
|--------------------|-------------|-------------------------|---------------|
| 2444487            | 5/22/2020   | ALFREDO ORTEGA          | \$ 456.89     |
| 1677088            | 11/10/2016  | EVANGELINA CANTU        | \$ 339.07     |
| 8544422            | 4/30/2009   | RAVINDRANATH HORDAGODER | \$ 1,698.03   |

**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, 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.

**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:**

09/24/24

**RESPECTFULLY SUBMITTED,**

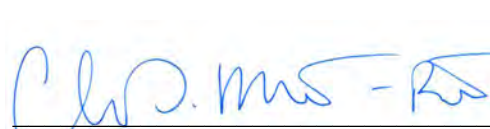
ALBERTO M. CARVALHO  
Superintendent

**APPROVED & PRESENTED BY:**

PEDRO SALCIDO  
Deputy Superintendent,  
Office of the Deputy Superintendent

**REVIEWED BY:**

DEVORA NAVERA REED  
General Counsel

**APPROVED & PRESENTED BY:**

CHRISTOPHER MOUNT-BENITES  
Chief Financial Officer  
Office of the Chief Financial Officer

☒ Approved as to form.

**REVIEWED BY:**

NOLBERTO DELGADILLO  
Deputy Chief Financial Officer

☒ Approved as to budget impact statement.

[Return to Order of Business](#)

**TAB 9**



## Board of Education Report

---

File #: Rep-049-24/25, Version: 1

---

### Donations of Money to the District

October 22, 2024

### 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 \$439,441.89 be deposited; and the Controller be authorized to draw checks for the purposes indicated on the donation:

Date: 08/06/2024  
Donor: Los Angeles Galaxy Foundation  
Donation: \$41,763.88  
For use at: Carson High School  
Purpose: To provide funding for a brand-new scoreboard to replace the existing one on the football/soccer field

Date: 08/06/2024  
Donor: Kentwood Education Fund  
Donation: \$73,074.00  
For use at: Kentwood Elementary School  
Purpose: To provide funding for Campus Aide, Computer Instruction, Innovation Lab Maker Space Instruction, and Young Men's Christian Association (YMCA) Physical Education at Budget Development 2024-25

Date: 08/16/2024  
Donor: Dixie Canyon Elementary Parent Teacher Association (PTA)  
Donation: \$37,060.00  
For use at: Dixie Canyon Community Charter  
Purpose: To provide funding for two 2024-25 positions for School Supervision Aides

Date: 08/16/2024  
Donor: Riverside Drive Charter School PTA  
Donation: \$28,335.00  
For use at: Riverside Drive Charter School  
Purpose: To provide funding for Enrich Los Angeles Program, and Theatricum Botanicum Program

Date: 08/16/2024  
 Donor: Bevington Properties LLC  
 Donation: \$30,863.01  
 For use at: Alexander Hamilton High School  
 Purpose: To provide funding for incentives for students and staff appreciation, supplies and equipment, parent involvement and meetings, substitute staff and teachers

Date: 08/23/2024  
 Donor: Friends of Franklin  
 Donation: \$94,320.00  
 For use at: Franklin Avenue Elementary School  
 Purpose: To provide funding for contract services for Got Games, Public School (P.S.) Arts, Aimee Arts Productions, The Orchestra Place

Date: 09/05/2024  
 Donor: Community School Parents Association  
 Donation: \$134,026.00  
 For use at: Community Magnet Charter School  
 Purpose: To provide funding for Instructional/Supervision Aides and Coordinated Approach to Child Health (CATCH) Intervention program, books and materials

2. Approve the donation of money (Associated Student Body): It is recommended that the donations be accepted; that appreciation is expressed to the donor for their contribution by way of this report; the funds in the amount of \$600,000.00 be deposited to the school's Student Body account; and the principal be authorized to draw a check for the purpose indicated on the donation:

Date: 08/21/2024  
 Donor: Gerald M Kline Family Foundation  
 Donation: \$600,000.00  
 For use at: John Francis Polytechnic High School  
 Purpose: To fund scholarships for graduating students

### **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 donations made to the District.

---

File #: Rep-049-24/25, Version: 1

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**Policy Implications:**

This Board report does not change any school policy.

**Budget Impact:**

This Board report approves financial transactions but does not change the budget authority.

**Student Impact:**

This Board report highlights donations made to the District, which support its educational programs.

**Equity Impact:**

Not applicable. A routine transaction.

**Issues and Analysis:**

The Board shall be approving routine District financial transactions.

**Attachments:**

Not applicable

**Informatives:**

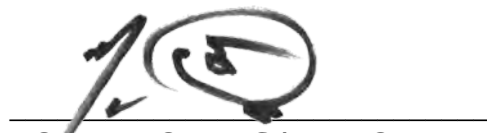
Not applicable

**Submitted:**

09/24/24

**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:**  
CHRISTOPHER MOUNT-BENITES  
Chief Financial Officer  
Office of the Chief Financial Officer**REVIEWED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.



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# TAB 10



## Board of Education Report

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File #: Rep-077-24/25, Version: 1

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**Resolution of the Board of Education of the Los Angeles Unified School District Authorizing the Issuance and Sale of 2024-25 Tax and Revenue Anticipation Notes in the Aggregate Principal Amount of Not To Exceed \$250,000,000, Requesting the Board of Supervisors of the County of Los Angeles to Provide for the Issuance and Sale of Said Notes, Authorizing the Execution and Delivery of a Note Purchase Contract and Approving Other Matters Relating thereto.**

**October 22, 2024**

**Office of the Chief Business Officer**

### **Action Proposed:**

Adopt the attached resolution (Attachment A) relating to the issuance and direct placement of 2024-25 Tax and Revenue Anticipation Notes (the “Notes”) for purposes of paying obligations of the District payable or accruing during Fiscal Year 2024-25, particularly for refunding a portion of near term involuntary tort liability obligations arising as a result of pending and anticipated litigation brought by application of California Assembly Bill Number 218 (“AB 218”) and similar childhood sexual assault, abuse and/or molestation claims for tort liability (the “Involuntary Tort Claims”).

By the attached resolution (the “Resolution”), the Board of Education (“Board”) of the District requests that the County of Los Angeles (the “County”) issue the Notes, in one or more series, on behalf of the District in an aggregate principal amount not to exceed \$250,000,000. Pursuant to Article 7.6 and commencing with Section 53850 of the California Government Code, California school districts are authorized to borrow money for any purpose for which the school district is authorized to expend moneys through the issuance of short-term notes.

Repayment of the Notes will be from Fiscal Year 2024-25 unrestricted general fund revenues of the District as described in the Resolution unless the Notes are refinanced. Such a refinancing would involve the issuance of additional tax and revenue anticipation notes or judgment obligation notes or bonds as provided under the Judgment Refunding Program described below.

### **Background:**

The District is defending a significant number of lawsuits arising from the Involuntary Tort Claims. On June 18, 2024, the Board adopted a resolution approving and authorizing the issuance of judgment obligation notes and bonds and related documents, and authorizing a judicial validation proceeding, for the purpose of refunding obligations incurred as a result of the Involuntary Tort Claims (the “Judgment Refunding Program”). The validation action related to the Judgment Obligation Program is currently the subject of two separate answers contesting the action. Thus, the conclusion of the validation action is currently unpredictable. A completed validation action is required, either as currently on file or in a subsequent validation action or actions relating to the Involuntary Tort Claims refunded with Notes, to repay or refund the Notes with long-term obligations. To further the purposes of the Board’s previous action, during this period where the District has been delayed in the completion of its validation action, staff has proposed the issuance of the Notes as an interim funding source for a portion of settlements and judgments related to the Involuntary Tort Claims. The Resolution requests and authorizes the County to issue the Notes, in one or more series, on behalf of the District, in an aggregate principal amount not to exceed \$250,000,000, as a temporary borrowing for the purpose of facilitating other

interim and long-term refundings of settlements and judgments related to the Involuntary Tort Claims.

Royal Bank of Canada has made a proposal to purchase the Notes, which proposal is in the form of a Note Purchase Contract (Attachment B) to be entered into by and among Royal Bank of Canada, the District, and the County (the “Purchase Contract”).

**Expected Outcomes:**

Adoption of the Resolution authorizing necessary actions and execution of documents, including the Resolution and the Purchase Contract, to complete the issuance of the Notes. The Judgment Refunding Program was established to mitigate and manage the impacts of the Involuntary Tort Claims through the proposed refunding of the tort liability obligations resulting from the Involuntary Tort Claims and amortizing the liability over time, therefore, lessening any potential budgetary impacts to the District. The proposed issuance of the Notes as an interim funding source for a portion of settlements and judgments related to the Involuntary Tort Claims furthers the goals of the Judgment Refunding Program during this period where the District has been delayed in the completion of its validation action related to the Judgment Refunding Program.

**Board Options and Consequences:**

Should the Board not approve this item, staff will not be authorized to proceed with the issuance of the Notes in furtherance of the goals of the Judgment Refunding Program during this period where the District has been delayed in the completion of its validation action related to the Judgment Refunding Program. Staff is unable to predict with accuracy the timing as to when the litigation with respect to such claims will conclude or the ultimate liability the District will incur. Depending on the timing and size of the liabilities and the timing of the completion of the validation action related to the Judgment Refunding Program, District budgetary resources may need to be shifted away from programs to pay such liabilities.

**Policy Implications:**

This action is in compliance with the relevant criteria set forth in Article I, Article II Section 2.02, and Article IV Section 4.12 of the Debt Management Policy.

This action is also in compliance with the California law in that school districts are authorized pursuant to Sections 53850 and following of the California Government Code (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 thereof) to borrow money by issuing temporary notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district.

**Budget Impact:**

The proposed Notes will be issued in one or more series, with an aggregate not-to-exceed amount of \$250,000,000, for purposes of refunding, on an interim basis, potential obligations resulting from the Involuntary Tort Claims. No series of Notes will mature on a date which is more than 13 months subsequent to the date of its delivery or beyond Fiscal Year 2025-26, and the interest rate or rates to be borne by a series of Notes shall not exceed 12.00% per annum, as stated in the attached Resolution.

Repayment of the Notes will be from Fiscal Year 2024-25 general fund unrestricted revenues as described in the Resolution unless the Notes are refinanced. Such a refinancing would involve the issuance of additional tax and revenue anticipation notes or judgment obligation notes or bonds as provided under the Judgment Refunding Program.

Staff is unable to predict with accuracy the timing as to when the litigation with respect to the Involuntary Tort Claims will conclude or the ultimate liability the District will incur. Depending on the timing and size of the liabilities and the timing of the completion of the validation action related to the Judgment Refunding Program, District budgetary resources may need to be shifted away from education programs to pay such liabilities and or the Notes.

#### **Student Impact:**

The Notes will be issued to mitigate and manage budgetary impacts to the District in fiscal year 2024-25 by refunding the expected tort liability obligations discussed above, lessening potential impacts to the District's education programs in the near term.

#### **Equity Impact:**

| <b>Component</b>        | <b>Score</b> | <b>Score Rationale</b>                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recognition             | 4            | The action is being proposed to minimize the impact of potential judgements and settlements on the education received by current students, especially those most in need of enhanced support.                                                                                                                                                                                                      |
| Resource Prioritization | 4            | The Notes effectively prioritizes resources based on need. The Notes as a means of temporary finance is designed to manage the potential financial impact of the Involuntary Tort Claims on the District's budget, thereby ensuring that resources can continue to be allocated effectively to meet the needs of students and the wider school community.                                          |
| Results                 | 3            | The Notes, as an interim component to the Judgment Refunding Program, are likely to result in closed opportunity gaps. By managing the financial impact of potential tort liability obligations, application of the Note proceeds will help to ensure that the District can continue to provide essential services and opportunities to students, particularly those from underserved communities. |
| <b>TOTAL</b>            | <b>11</b>    |                                                                                                                                                                                                                                                                                                                                                                                                    |

#### **Issues and Analysis:**

The Judgment Refunding Program was established to mitigate and manage the impacts of the Involuntary Tort Claims by refunding the tort obligations and amortizing the liability over time, therefore lessening any potential budgetary impacts to the District. The proposed issuance of the Notes as an interim funding source for a portion of the settlements and judgments related to the Involuntary Tort Claims furthers the goals of the Judgment Refunding Program during this period where the District has been delayed in the completion of its validation action related to the Judgment Refunding Program.

A validation action, necessary to repay or refund the Notes with long-term obligations, is required, and such a validation action is currently pending and subject to completion. The validation action is currently the subject of two separate answers. Thus, the conclusion of the validation action is currently unpredictable.

Approval of the Resolution will enable the District to establish one or more Note borrowings which will help manage the financial impact of the Involuntary Tort Claims in furtherance of the Judgment Refunding Program. This interim financing mechanism is expected to allow the District to preserve the District's ability to refund these tort obligations and spread the liability over time, mitigating the immediate financial impact.

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File #: Rep-077-24/25, Version: 1

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The District has issued Tax and Revenue Anticipation Notes (TRANs) in the past to fund timing differences between receipts and disbursements. The District typically has used a competitive sale method for its TRANs issuances, however, particular facts relating to the Judgement Refunding Program provide reason for the financing to proceed with a direct placement of the Notes pursuant to the Purchase Contract.

**Attachments:**

Attachment A - Resolution and Form of Note

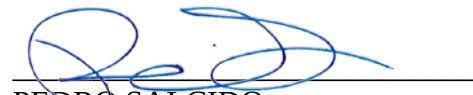
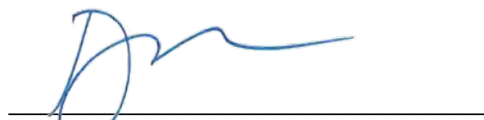
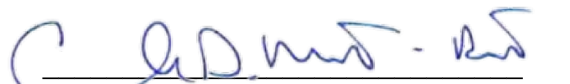
Attachment B - Note Purchase Contract

**Informatives:**

None.

**Submitted:**

10/09/24

**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 & PRESENTED BY:**  
CHRISTOPHER D. MOUNT-BENITES  
Chief Financial Officer  
Business and Finance Division**REVIEWED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Financial Officer☒ Approved as to budget impact statement.**APPROVED & PRESENTED BY:**  
SUNG YON LEE  
Deputy Chief Business Officer

**RESOLUTION OF THE BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF 2024-2025 TAX AND REVENUE ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO PROVIDE FOR THE ISSUANCE AND SALE OF SAID NOTES, AUTHORIZING THE EXECUTION AND DELIVERY OF A NOTE PURCHASE CONTRACT AND APPROVING OTHER MATTERS RELATING THERETO**

**WHEREAS**, pursuant to Sections 53850 and following of the California Government Code (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 thereof), on or after the first day of any fiscal year (being July 1) a school district may borrow money by issuing temporary notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

**WHEREAS**, the Board of Education (the “Board of Education”) of the Los Angeles Unified School District (the “District”), which is located in the County of Los Angeles, California, has determined that an amount not to exceed \$250,000,000 is needed to satisfy obligations payable or accruing during Fiscal Year 2024-2025 from the General Fund of the District, particularly obligations payable to certain claimants and/or plaintiffs (the “Judgment Obligees”) as required by final judgments, orders for monetary damages or stipulated settlement (each of which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, being referred to herein as, a “Judgment” and, collectively, the “Judgments”) entered by the applicable court or courts as a result of pending and anticipated litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 (“AB 218”) and similar childhood sexual assault, abuse and/or molestation claims for tort liability, and that it is necessary that said amount be borrowed for such purpose in Fiscal Year 2024-2025 by the issuance of one or more series of temporary notes to be issued in anticipation of the receipt by or accrual to the District during Fiscal Year 2024-2025 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the General Fund of the District; and

**WHEREAS**, said notes are to be designated the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes,” with such series designations as may be approved as herein provided (collectively, the “Notes” and each series of Notes, individually a “Series of Notes”); and

**WHEREAS**, the Board of Education hereby finds and determines that said aggregate principal amount of the Notes, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or which will accrue to the District during such



fiscal year for the General Fund of the District and which will be available for the payment of the principal of and interest on the Notes; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the General Fund of the District, and the Board of Education does not contemplate such a financing through the issuance of any temporary notes, other than the Notes; and

**WHEREAS**, pursuant to Section 53856 of the California Government Code, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2024-2025 for the General Fund of the District are authorized to be pledged for the payment of the Notes and the interest thereon; and

**WHEREAS**, the District has not been accorded fiscal accountability status under Section 42647 or Section 42650 of the California Education Code; and

**WHEREAS**, Section 53853 of the California Government Code provides that notes of a school district that has not been so accorded fiscal accountability status must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

**WHEREAS**, the Superintendent of Schools of the County of Los Angeles (the “County Superintendent of Schools”) has jurisdiction over the District and, therefore, the Notes are to be issued in the name of the District by the Board of Supervisors (the “Board of Supervisors”) of the County of Los Angeles (the “County”); and

**WHEREAS**, Section 42133 of the California Education Code provides that a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, tax anticipation notes, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction of the State of California, that such school district’s repayment of that indebtedness is probable; and

**WHEREAS**, as of the date hereof, the District has not received a qualified or negative budget certification in Fiscal Year 2023-2024 or Fiscal Year 2024-2025; and

**WHEREAS**, Royal Bank of Canada or an affiliate thereof (collectively, the “Lender”) has made a proposal to purchase the Notes, which proposal is in the form of a Note Purchase Contract to be entered into among the Lender, the District and the County (such Note Purchase Contract, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Purchase Contract”); and

**WHEREAS**, the District has previously adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the sale and issuance of the Notes by the County on behalf of the District as contemplated by this Resolution is in compliance with the Debt Management Policy; and

**WHEREAS**, there have been prepared and submitted to this meeting forms of:

- (a) the Notes; and
- (b) the Purchase Contract; and

**WHEREAS**, the District desires to proceed with the sale and issuance of one or more Series of Notes by the County on behalf of the District and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the sale and issuance of each such Series of Notes; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California (the “State”) to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of the Los Angeles Unified School District, as follows:

**Section 1. Recitals.** The above recitals are true and correct, and the Board of Education so finds and determines.

**Section 2. Request for Borrowing.** For the purpose of satisfying obligations payable from the General Fund of the District as described herein, the Board of Education hereby determines to borrow an aggregate principal amount not to exceed \$250,000,000, and hereby requests the Board of Supervisors of the County to issue in the name of the District from time to time (but not later than June 30, 2025) such an aggregate principal amount of temporary notes, in one or more series, pursuant to Sections 53850 and following of the California Government Code.

Pursuant to Section 5903 of the California Government Code, the Board of Education hereby finds and determines that the interest payable on each Series of Notes will be subject to federal income taxation under the Internal Revenue Code of 1986 in existence on the date of issuance of such Series of Notes.

The District acknowledges that the Notes do not constitute a debt of the County and that the County is not responsible for, and makes no assurance regarding, the use or application of the proceeds of the Notes by the District.

**Section 3. Authorization of Notes; Terms.** The issuance of the Notes in one or more series from time to time (but not later than June 30, 2025), in an aggregate principal amount not to

exceed \$250,000,000, is hereby authorized and approved. The Notes shall be designated as the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes,” with appropriate series designations as approved by an Authorized District Officer (as defined herein). The Notes shall be issued in fully registered form in denominations of \$100,000 principal amount and integral multiples of \$1 in excess thereof. Each Series of Notes shall be issued in the aggregate principal amount, shall be dated, shall bear interest at the rate or rates, shall mature on the date, shall be subject to redemption, and shall be as otherwise provided in the Purchase Contract, as the same shall be completed as provided in this Resolution; provided however, that (a) no Series of Notes shall be issued in a principal amount which, when combined with the principal amount of all Series of Notes previously authorized and issued pursuant hereto, is in excess of \$250,000,000; (b) no Series of Notes shall be issued in an amount which, when added to the maximum interest payable thereon, shall exceed 85% of the estimated amount of the then uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or which will accrue to the District during such fiscal year for the General Fund of the District and which will be available for the payment of the principal of and interest on such Series of Notes, (c) no Series of Notes shall be issued if, as of the date issuance, the District has received a qualified or negative budget certification in Fiscal Year 2023-2024 or Fiscal Year 2024-2025, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction of the State of California, that the District’s repayment of such Series of Notes is probable; (d) no Series of Notes shall mature on a date which is more than 13 months subsequent to the date of its delivery or beyond Fiscal Year 2025-2026, and (e) the interest rate or rates to be borne by a Series of Notes, as shall be provided in the Purchase Contract, as the same shall be completed as provided in this Resolution, shall not exceed 12.00% per annum.

**Section 4. Pledge; Lien and Charge; Repayment Account.** (a) *Pledge.* The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the General Fund of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the Notes and the interest thereon, the District hereby pledges and grants a lien on and a security interest in the first Unrestricted Revenues to be received by the District in each period specified in the Purchase Contract, in an amount equal to the amount, or in the proportion of the total amount due, specified in the Purchase Contract, as the Purchase Contract shall be completed as provided in this Resolution (the “Pledged Revenues”).

(b) *Lien and Charge.* As provided in Section 53856 of the California Government Code, the Notes and the interest thereon, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(c) *General Obligation.* As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and of subsection (b) of this Section, the Notes shall be general obligations of the District and, to the extent not paid from the Pledged Revenues, shall be paid with interest thereon from any other Unrestricted Revenues.

(d) *Repayment Account.* The Auditor-Controller of the County (the “County Auditor”) and the Los Angeles County Office of Education (the “County Office”) are hereby requested to establish and hold in the funds or accounts of the District in the County treasury a special account designated the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Note Repayment Account” (the “Repayment Account”), and to maintain the Repayment Account until the Notes and the interest thereon have been paid in full. As security for the payment of the Notes and the interest thereon, the District hereby covenants to deposit or cause to be deposited in the Repayment Account, in trust for the registered owners of the Notes, no later than the end of each period specified in the Purchase Contract, the amount of Unrestricted Revenues specified in the Purchase Contract to be so deposited, as the Purchase Contract shall be completed as provided in this Resolution. In the event that there have been insufficient Unrestricted Revenues received by the District by the end of any such period, then the amount of any deficiency in the Repayment Account shall be satisfied and made up from the first Unrestricted Revenues thereafter received by the District. As security for the payment of the Notes and the interest thereon, the District hereby pledges and grants a first lien on and a security interest in the amounts on deposit in the Repayment Account, and said amounts shall not be used for any other purpose until all Series of Notes and the interest thereon have been paid in full or such payment has been duly provided for.

All Pledged Revenues and any other Unrestricted Revenues identified as such by the District and required to be deposited in the Repayment Account pursuant to this Resolution shall, as and when received, be deposited therein. Any money deposited in the Repayment Account shall be for the benefit of the registered owners of the Notes, and until the Notes and the interest thereon are paid or until provision has been made for the payment of the Notes at maturity and interest thereon to maturity, the money in the Repayment Account shall be applied only for the purposes for which the Repayment Account is established. None of the County, the Treasurer and Tax Collector of the County (the “County Treasurer”) or the County Auditor shall be liable or responsible for the sufficiency of the Repayment Account. On the date of the maturity of a Series of Notes, the money in the Repayment Account shall be used, to the extent necessary, to pay the Notes and the interest thereon. Any money remaining in or accruing to the Repayment Account after all Series of Notes and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the General Fund of the District.

**Section 5. Paying Agent.** The District hereby requests the County to appoint, and consents to the County’s appointment of U.S. Bank Trust Company, National Association to act as the initial paying agent and registrar for the Notes (the “Paying Agent”). All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of the sale of the Notes, such fees and expenses shall be paid by the District.

**Section 6. Note Proceeds.** Upon issuance of a Series of Notes, the proceeds of such Series of Notes, less costs of issuance, shall be transferred to a third-party administrator trustee designated by the District or special account established in the County treasury, as directed by an Authorized District Officer, to be disbursed to pay Judgment Obligees amounts due under related Judgments. If requested by an Authorized District Officer, the County Auditor and the County Office are hereby requested to establish and hold in the funds or accounts of the District in the County treasury a special account designated the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Note Proceeds Account” (the “Proceeds Account”), and to maintain the Proceeds Account until the Note proceeds are expended in full. The District acknowledges that

none of the County, the County Treasurer or the County Auditor shall be responsible for the proper expenditure of proceeds of the Notes.

**Section 7. Investment of Funds.** All money held by the County Treasurer in the Repayment Account shall be invested to the greatest extent possible at the County Treasurer's discretion in the County's Pooled Investment Fund and as otherwise permitted by the California Government Code and the investment policy of the County, and the proceeds of such investments shall be retained in such account and such proceeds shall be subject to the pledge, lien, and security interest described herein; provided, however, that no portion of such money shall be invested for a term that exceeds the term of the Notes.

**Section 8. Purchase Contract.** The Purchase Contract, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the President of the Board of Education, or such other member of the Board of Education as the President may designate, the Superintendent of the District, the Chief Financial Officer of the District (the "Chief Financial Officer"), the Deputy Chief Financial Officer of the District (the "Deputy Chief Financial Officer") and the Controller of the District (the "Controller"), including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Chief Financial Officer, the Deputy Chief Financial Officer or the Controller may designate (the "Authorized District Officers"), is hereby authorized, and any one of the Authorized District Officers is hereby directed, for and in the name of the District, to execute and deliver the Purchase Contract in substantially said form, with such changes, insertions and omissions as the Authorized District Officer executing the Purchase Contract shall approve, such approval to be conclusively evidenced by such Authorized District Officer's execution and delivery of the Purchase Contract with such changes, insertions and omissions; provided however, that (a) the Purchase Contract shall specify the aggregate principal amount of the Notes, which amount shall not be in excess of \$250,000,000, (b) the Purchase Contract shall specify the maturity date of the Notes, which date shall not be more than 13 months subsequent to the date of its delivery or beyond Fiscal Year 2025-2026, (c) the Purchase Contract shall specify the interest rate to be borne by the Notes, which rate or rates shall not exceed 12.00% per annum, and (d) the Purchase Contract shall specify the dates of deposit and amounts or proportions of Pledged Revenues to be deposited in the Repayment Account on each such date. The Board of Supervisors of the County is hereby requested to cause the Purchase Contract to be executed and delivered by the County, with such changes, insertions and omissions therein as may be acceptable to the County and the District.

**Section 9. Form of Notes; Execution and Authentication.** Each Series of Notes shall be in substantially the form set forth in Exhibit A hereto, with such changes, insertions and omissions as may be necessary to incorporate therein the terms thereof specified in the Purchase Contract, as the same shall be completed as provided in this Resolution, and as may otherwise be approved by an Authorized District Officer. Each of the Chair of the Board of Supervisors of the County, the County Treasurer or any duly appointed deputy of the County Treasurer or such other officer or employee of the County as the County Treasurer may designate (the "Authorized County Officers") is hereby authorized, and any one of the Authorized County Officers is hereby directed, for and in the name of the County, to execute the Notes by manual or facsimile signature, and the Executive Officer-Clerk of the Board of Supervisors or a duly appointed deputy is hereby authorized to attest to the signature of such Authorized County Officer by manual or facsimile

signature. The Notes shall be authenticated by the manual signature of a duly authorized officer of the Paying Agent.

**Section 10. Filing with Board of Supervisors.** The Executive Officer of the Board of Education is hereby authorized and directed to file a certified copy of this Resolution with the Board of Supervisors of the County, which shall constitute the request of the Board of Education that the Board of Supervisors of the County issue and sell each Series of Notes on behalf of the District as soon as practicable upon the request of an Authorized District Officer, and to simultaneously provide certified copies of this Resolution to the County Superintendent of Schools and to the County Treasurer.

**Section 11. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all fees, costs, charges, losses, damages, claims, actions, liabilities, joint or several, and expenses of any conceivable nature to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the issuance and sale of the Notes. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 12. Debt Management Policy; Notice to California Debt and Investment Advisory Commission.** With the passage of this Resolution, the Board of Education hereby certifies that the Debt Management Policy complies with Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs note counsel, on behalf of the District, with respect to each Series of Notes issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Notes to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in each notice of proposed sale filed pursuant to California Government Code Section 8855.

**Section 13. Electronic Signatures; DocuSign.** The Board of Education hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

**Section 14. Further Assurances.** The District, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the taxes, income, revenue, cash receipts and other moneys subject to the pledge, lien, and security interest described herein in accordance with law and for carrying out the provisions of this Resolution and the Notes.

**Section 15. Note Issuance Services.** Public Resources Advisory Group is hereby approved and appointed as municipal advisor, and Orrick, Herrington & Sutcliffe LLP is hereby approved and appointed as note counsel, each of which are consultants to the District to provide such services as may be required to issue the Notes.

**Section 16. Approval of Actions.** The officers and employees of the District are, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the issuance and sale of the Notes and the transactions contemplated by this Resolution.

**Section 17. Prior Actions.** All actions heretofore taken by the officers and employees of the District with respect to the issuance and sale of the Notes, or in connection with or related to any of the agreements, documents, certificates and instruments referred to herein, are hereby approved, confirmed and ratified.

**Section 18. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 22nd day of October, 2024, by the Board of Education of the Los Angeles Unified School District.

By: \_\_\_\_\_  
Executive Officer, Board of Education



**EXHIBIT A****FORM OF NOTE**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
2024-2025 TAX AND REVENUE ANTICIPATION NOTE, SERIES [\_\_]**

**TRANSFER OF THIS NOTE IS RESTRICTED  
AS SET FORTH IN THE PURCHASE CONTRACT**

**MATURITY  
DATE**

**DATED  
DATE**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**FOR VALUE RECEIVED**, the Los Angeles Unified School District (the “District”), located in the County of Los Angeles, State of California (the “County”), hereby promises to pay to the Registered Owner identified above or registered successors and assigns (the “Registered Owner”), on the Maturity Date specified above the Principal Amount specified above in lawful money of the United States of America, together with interest thereon at the SOFR Index Rate plus the Applicable Spread (or, if applicable, the Default Rate, the Maximum Interest Rate or rate determined in accordance with Section 2.05 of the Note Purchase Contract, dated \_\_\_\_\_, 2024, among Royal Bank of Canada, the County and the District (the “Purchase Contract”)) (computed as provided in the Purchase Contract) in like lawful money. Interest on this Series \_\_ Note (as defined below) shall be payable only at the maturity hereof. This Series \_\_ Note shall be subject to redemption or earlier repayment prior to said Maturity Date pursuant to the terms and under the conditions of the Purchase Contract.

Principal and interest due at maturity shall be paid to the Registered Owner hereof only upon surrender hereof at the corporate trust office of U.S. Bank Trust Company, National Association, in Los Angeles, California, as the initial paying agent and registrar for the Series \_\_ Notes, or any successor thereto (the “Paying Agent”). No interest shall be payable for any period after maturity hereof during which the Registered Owner hereof fails to properly present this note for payment.

The District has authorized one or more series of notes to be designated the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes,” with such series designations as may be approved as provided in the District Resolution (collectively, the “Notes” and each series of Notes, individually a “Series of Notes”) in an aggregate principal amount not to exceed \$250,000,000, and has and will request the Board of Supervisors of the County to issue in

the name of the District from time to time (but not later than June 30, 2025) such an aggregate principal amount of temporary notes, in one or more series, pursuant to Sections 53850 and following of the California Government Code. As provided in the District Resolution, the Notes are secured by and are payable from certain “Unrestricted Revenues,” meaning the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the General Fund of the District and which are lawfully available for the payment of current expenses and other obligations of the District, pursuant to the District Resolution (as defined below) and the terms and under the conditions of the Purchase Contract with respect to each Series of Notes.

It is hereby certified, recited and declared that this Series \_\_ Note is one of an authorized issue of Notes designated “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes, Series \_\_” (the “Series \_\_ Notes”), in the aggregate principal amount of \$ \_\_\_\_\_, all of like date, tenor and effect, issued under and by authority of Title 5, Division 2, Part 1, Chapter 4, Article 7.6 (commencing with Section 53850) of the California Government Code, and made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County duly passed and adopted on \_\_\_\_\_, 2024 (the “County Resolution”), which resolution was adopted at the request of the District pursuant to a resolution of the Board of Education of the District duly passed and adopted on \_\_\_\_\_, 2024 (the “District Resolution”), and it is hereby further certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series \_\_ Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Series \_\_ Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Purchase Contract.

In the District Resolution, as security for the payment of the Series \_\_ Notes and the interest thereon, the District has pledged and granted a lien on and a security interest in [(a)] an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount of the Series \_\_ Notes [and the interest thereon] from the first Unrestricted Revenues to be received by the District during the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, (b) an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount of the Series \_\_ Notes [and the interest thereon] from the first Unrestricted Revenues to be received by the District during the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_] [and (c) an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount of the Series \_\_ Notes and the interest thereon from the first Unrestricted Revenues to be received by the District during the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. Each Series of Notes will have a similar claim to Unrestricted Revenues with one or more equal or similar repayment months ([collectively,] the “Pledged Revenues”).

As provided in Section 53856 of the California Government Code, the Notes and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Notes shall be general obligations of the District and, to the extent not paid from the Pledged Revenues, shall be paid with interest thereon from any other

Unrestricted Revenues. As security for the payment of the Notes and the interest thereon, the District has covenanted in the District Resolution to deposit or cause to be deposited in the Repayment Account, in trust for the registered owners of the Notes, no later than the end of each period specified above, the amount of Unrestricted Revenues specified above. In the event that there have been insufficient Unrestricted Revenues received by the District by the end of any such period, then the amount of any deficiency in the Repayment Account shall be satisfied and made up from the first Unrestricted Revenues thereafter received by the District. In the District Resolution, as security for the payment of the Notes and the interest thereon, the District has pledged and granted a lien on and a security interest in the amounts on deposit in the Repayment Account, and said amounts shall not be used for any other purpose until the Notes and the interest thereon have been paid in full or such payment has been duly provided for.

This Series \_\_ Note is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the principal office (as such term is defined in the County Resolution) of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the County Resolution, and upon surrender and cancellation of this Series \_\_ Note. Upon such transfer a new Note or Notes of the same Series, authorized denominations, and for the same aggregate principal amount and the same rate of interest will be issued to the transferees in exchange herefor. The District, the County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District, the County and the Paying Agent shall not be affected by any notice to the contrary.

The Notes are not a debt or obligation of the County and no money, fund or part of any fund of the County is pledged or obligated to the payment of the Notes.

This Series \_\_ Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Note to be executed on behalf of the District by the manual or facsimile signature of the [Authorized County Officer] of the County, and to be attested by the manual or facsimile signature of its Executive Officer-Clerk, all as of the Dated Date specified above.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
[Authorized County Officer]

**ATTEST:**

\_\_\_\_\_  
Executive Officer-Clerk  
of the Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This is one of the Notes described in the within-mentioned County Resolution and registered on the date set forth below.

Date: \_\_\_\_\_, 2024

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, AS  
PAYING AGENT**

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ whose address and social security or other tax identifying number is \_\_\_\_\_, the within-mentioned Note and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

### EXECUTIVE OFFICER'S CERTIFICATE

I, Michael McLean, Executive Officer of the Board of Education of the Los Angeles Unified School District, County of Los Angeles, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Education of said District duly and regularly held at the regular meeting place thereof on October 22, 2024, at which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 333 South Beaudry Avenue, Los Angeles, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the adopted resolution on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Executive Officer of the Board of  
Education of the Los Angeles Unified  
School District



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NOTE PURCHASE CONTRACT

dated as of November [ ], 2024

among

COUNTY OF LOS ANGELES,

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

ROYAL BANK OF CANADA

RELATING TO

NOT TO EXCEED \$250,000,000  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
2024-2025 TAX AND REVENUE ANTICIPATION NOTES

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## NOTE PURCHASE CONTRACT

This Note Purchase Contract is dated as of November [ ], 2024 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, this “*Agreement*”), among the COUNTY OF LOS ANGELES (the “*County*”), the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (the “*District*”), and ROYAL BANK OF CANADA, acting through its branch located at 200 Vesey Street, New York, New York 10281-8098, and its successors and assigns (the “*Purchaser*”).

## RECITALS

WHEREAS, the District anticipates and has budgeted in its adopted budget for fiscal year [2024-25] a significant estimated exposure to not less than [ ] claimants and/or plaintiffs (the “*Judgment Obligees*”) which have obtained and may obtain final judgments or orders for monetary damages against the District following concluded litigation or stipulated settlement(s) (each such judgment or order which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, being referred to herein as, a “*Judgment*” and, collectively, the “*Judgments*”) by the applicable court or courts, including, without limitation, the California Superior Court before which several claims are currently pending, as a result of pending and anticipated litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 (“*AB 218*”); and

WHEREAS, the Board of Education of the District (the “*Board*”) has determined that it is in the best interests of the District to refund, from time to time, the District’s obligations to the Judgment Obligees evidenced by the Judgments, and in furtherance thereof for the District to enter into one or more forms of interim refunding instruments and short-term borrowing options from time to time and pursuant to its authority under applicable law, including Sections 53850 to 53858, both inclusive, of the California Government Code (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code), including in the form of “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes,” in one or more series (collectively, the “*Notes*” and each series of Notes, individually a “*Series of Notes*”), each issued to refund one or more Judgments as specified in each Request for Purchase (as defined herein) and

WHEREAS, the Notes have been authorized by a Resolution of the District adopted by the Board on October \_\_, 2024 (the “*District TRANS Resolution*”) and a Resolution of the County adopted by the Board of Supervisors of the County on November \_\_, 2024 (the “*County TRANS Resolution*”);

WHEREAS, as authorized and in furtherance of the terms of the Resolution of the District adopted by the Board on June 18, 2024 (the “*District JOB Resolution*”), the Board approved, pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto and under and pursuant to the provisions of the Indenture (as defined herein), the issuance of its Los Angeles Unified School District Judgment Obligation Bonds, each as

specified by series designation, to refund such bonds (collectively, the “*Bonds*”), in one or more series on one or more sale dates, for the purpose of refunding Judgments and obligations previously issued to refund Judgments over time as authorized in the District JOB Resolution and paying related costs of issuance (including underwriter’s discount) and any original issue discount, such issuance and obligations subject to judicial validation, currently pending but not completed; and

WHEREAS, the Notes (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) when due are payable from the sources described in the District TRANs Resolution and the Notes as described in Section 5.26 hereof; and

WHEREAS, each of the Notes are being issued, and will be issued, for the purpose of satisfying the District’s respective payment and refunded payment obligations directly attributable to the related Judgment and Judgments; and

WHEREAS, the Purchaser has agreed to purchase Notes to pay one or more Judgments, on the terms and conditions set forth herein, to the District;

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

*Section 1.01. Definitions.* (a) Capitalized terms used herein but not otherwise defined in subsection (b) below or elsewhere herein shall have the meanings given to them in the District TRANs Resolution.

(b) The following terms, as used herein, have the following meanings:

“*AAFR*” means, for the applicable Fiscal Year referenced, the District’s Annual Audited Financial Report, or successive report presenting the audited financial statements of the District.

“*Act*” has the meaning assigned to it in the Recitals of this Agreement.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” means this Note Purchase Contract dated as of November [ ], 2024, among the County, the District and the Purchaser, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

“*Alternate Rate*” means, for any day, for each Note, a fluctuating rate of interest per annum equal to the greater of (i) the Prime Rate in effect at such time and (ii) the Federal Funds Rate in effect at such time plus one quarter of one percent (0.25%).

“*Anti-Corruption Laws*” means: (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the District or any officer, director or agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents is located or doing business.

“*Anti-Money Laundering Laws*” means applicable laws or regulations in any jurisdiction in which the District or any officer, director or agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“*Applicable Spread*” means (i) the sum of Applicable Spread Adjustment and (ii) a rate per annum associated with the Level corresponding to the Ratings, as specified below.

| LEVEL | MOODY’S<br>RATING | S&P RATING   | FITCH RATING | APPLICABLE SPREAD<br>FOR NOTES |
|-------|-------------------|--------------|--------------|--------------------------------|
| I     | Aa3 or above      | AA- or above | AA- or above | 0.75%                          |
| II    | A1                | A+           | A+           | 0.85%                          |
| III   | A2                | A            | A            | 0.95%                          |
| IV    | A3                | A-           | A-           | 1.05%                          |
| V     | Baa1              | BBB+         | BBB+         | 1.25%                          |
| VI    | Baa2              | BBB          | BBB          | 1.45%                          |
| VII   | Baa3              | BBB-         | BBB-         | 1.65%                          |

The following clauses shall apply to the pricing matrix set forth above.

(a) In the event of a split rating (*i.e.*, the Rating of any of Moody’s, Fitch, or S&P is at a different level than the Rating of either of the other Rating Agencies), the Applicable Spread shall be based upon the Level in which the middle of the three Ratings appears (or if two of the Ratings are the same, then the same Level as Level in which the two equivalent Ratings appear), or if there are only two Ratings, the lower of the two Ratings (for avoidance of doubt, Level VII above is the Level with the lowest Ratings and Level I is the Level with the highest Ratings for purposes of the above pricing matrix). References to ratings above are references to rating categories as presently determined by Moody’s, Fitch, or S&P, as applicable, and in the event of adoption of any new or changed rating system by any of Moody’s, Fitch, or S&P or a “global” rating scale by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.



(b) Any change in the Applicable Spread resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of such change. The District acknowledges that as of the Closing Date the Applicable Spread is the spread specified above for Level I.

*“Applicable Spread Adjustment”* means a per annum rate equal 0.20% times the actual daily amount by which the Commitment exceeds the sum of the aggregate amount of Notes outstanding hereunder, in each case, for each day from and including the Closing Date to and including the Commitment End Date (or such earlier date on which the Commitment terminates in accordance with the terms hereof) calculated based upon a year of 360 days and the applicable number of days elapsed and the amount of the Applicable Spread Adjustment shall be allocated pro rata among the Notes outstanding hereunder.

*“Available Tenor”* means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement as of such date.

*“Bank Agreement”* has the meaning set forth in Section 5.25 hereof.

*“Bankruptcy Code”* means the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, as amended.

*“Base Rate”* means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate plus 2.50%, (ii) the Federal Funds Rate plus 3.50%, and (iii) 8.00%.

*“Benchmark”* means, initially, Daily Simple SOFR; *provided, however*, that if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Agreement.

*“Benchmark Floor”* means zero percent (0%).

*“Benchmark Replacement”* means the sum of: (A) the alternate rate of interest that has been selected by the Purchaser and the District as the replacement for the then-current Benchmark; and (B) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Purchaser, in each case, giving due consideration to (x) any selection or recommendation by the Relevant Governmental Body at such time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (y) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time; *provided, however*, that if the Benchmark Replacement as determined as provided above would be less than

the Benchmark Floor, then Benchmark Replacement shall be deemed to be the Benchmark Floor, subject to any other applicable floor rate provision.

*“Benchmark Replacement Conforming Changes”* means with respect to either the use or administration of the Daily Simple SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definition of “U.S. Government Securities Business Day,” the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Purchaser in a manner substantially consistent with market practice (or, if the Purchaser decides that adoption of any portion of such market practice is not administratively feasible or if the Purchaser determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Purchaser decides is reasonably necessary in connection with the administration of terms of this Agreement in connection with the determination of amounts due on the Notes).

*“Benchmark Replacement Date”* means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided* that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) continues to be provided on such date.

*“Benchmark Transition Event”* means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in

the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

*“Benchmark Transition Start Date”* means in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90<sup>th</sup> day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

*“Benchmark Unavailability Period”* means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then current Benchmark for all purposes hereunder and under Notes and (b) ending at the time that a Benchmark Replacement has replaced the then current Benchmark for all purposes hereunder and under the Notes.

*“Board”* means the Board of Education of the Los Angeles Unified School District.

*“Bonds”* has the meaning assigned to it in the Recitals of this Agreement.

*“Business Day”* means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Los Angeles, California or New York, New York are closed, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed, (c) a day on which the principal offices or the offices at which the Purchaser purchases Notes hereunder are closed, or (d) any other calculation or determination involving SOFR, a U.S. Government Securities Business Day.

*“Closing Date”* means, as appropriate to the context, \_\_\_\_\_, 2024 as the date of closing and delivery of this Agreement and the Series A Notes, subject to the satisfaction or waiver by the Purchaser of all of the conditions precedent set forth in Article III hereof, and/or the closing date(s) for each subsequent Series of Notes, the closing date specified in the related Note Purchase Confirmation.

“*Commitment*” means the Purchaser’s commitment to purchase Notes as and when issued up to the amount of \$250,000,000, as such amount may be reduced from time to time or terminated pursuant to Section 2.07, Section 2.08 and 6.01 hereof.

“*Commitment End Date*” means June 30, 2025, or if such day is a not a Business Day, the next preceding Business Day.

“*Compliance Certificate*” means a certificate substantially in the form of Exhibit B hereto.

“*County*” means the County of Los Angeles.

“*County TRANS Resolution*” has the meaning assigned to it in the Recitals hereof.

“*Daily Simple SOFR*” means, with respect to any day (a “*SOFR Rate Day*”), a rate per annum equal to SOFR for the day (such day, the “*SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; *provided, however*, that if Daily Simple SOFR determined as provided above would be less than the Benchmark Floor, then Daily Simple SOFR shall be deemed to be the Benchmark Floor. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; *provided* that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

“*Debt*” of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes, securities or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (iv) all obligations of such Person under an installment purchase contract, financing lease or capital lease or similar instrument that, in accordance with generally accepted accounting principles, would be required to be capitalized, (v) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all obligations of such Person under Swap Contracts, (vii) all obligations of such Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities or property or obligations for the deferred purchase price of property or services (other than trade accounts payable occurring in the ordinary course of business), (viii) all reimbursement obligations and other indebtedness owed to any bank or other financial institution and payable on a parity basis with the Notes, and (ix) all Debt of others of a

type described in any of clauses (i) through (vii) hereof guaranteed by such Person, whether directly or indirectly.

*“Default”* means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

*“Default Rate”* means, for any day, and with respect to any Note or any payment obligations due and owing under Section 8.03 hereof, a rate of interest per annum equal to the Base Rate from time to time in effect plus 4.0%.

*“Designated County Representative”* means each “Authorized Officer” as defined in the County TRANs Resolution or a person authorized by the County Treasurer to act on behalf of the County under or with respect to this Agreement.

*“Designated District Representative”* means the Superintendent of the District, the Chief Business Officer or the Controller of the District, or a person authorized by the Chief Business Officer or the Controller to act on behalf of the District, and any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Agreement.

*“District”* means the Los Angeles Unified School District, a school district duly organized and validly existing under the laws of the State of California.

*“District TRANs Resolution”* has the meaning assigned to it in the Recitals hereof.

*“Dollars,” “US\$,” “\$”* and *“U.S. Dollars”* mean the lawful currency of the United States of America.

*“EMMA”* means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

*“ERISA”* means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

*“Event of Default”* with respect to this Agreement means one or more of the events described in Section 6.01 of this Agreement and, with respect to any Related Documents, has the meaning assigned therein.

*“Federal Funds Rate”* means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded, if necessary, to a whole multiple of one one-hundredth of 1.00%) charged to the

Purchaser on such day on such transactions as determined by the Purchaser. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero percent (0%), such rate shall be deemed to be zero percent (0%) for purposes of this Agreement.

*“Fiscal Year”* means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

*“Fitch”* means Fitch, Inc. and any successor rating agency.

*“Governmental Authority”* means the government of the United States or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

*“Indenture”* means that form of indenture substantially in the form provided for in the District JOB Resolution, the execution and delivery thereof subject to judicial validation, currently pending but not completed, as the same may be executed and delivered, amended, restated, or otherwise modified in accordance with the terms hereof and thereof.

*“Interest Payment Date”* means the Maturity Date or such earlier date on which all Notes are required to be paid in full in accordance with the terms hereof.

*“Internal Revenue Code”* means the Internal Revenue Code of 1986, as amended, or any successor statute.

*“Investor Letter”* has the meaning set forth in Section 8.05(b) hereof.

*“Investment Policy”* means the investment policy of the District which is to be delivered to the Purchaser pursuant to Section 3.01(f) hereof.

*“Judgment”* has the meaning assigned to it in the Recitals of this Agreement.

*“Judgment Obligees”* has the meaning assigned to it in the Recitals of this Agreement.

*“Law”* means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

*“Lien”* means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

*“Margin Stock”* has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

*“Material Adverse Effect”* means any material adverse change in or effect on (a) the ability of the District to consummate the transactions contemplated by this Agreement, the District TRAns Resolution or the Notes, (b) the ability of the District to perform any of its obligations under this Agreement, the District TRAns Resolution or the Notes, (c) the District’s ability to make payments on the Notes or any payment obligations due and owing under Section 8.03 hereof, (d) the rights, remedies and security of the Purchaser under the Agreement or any of the Related Documents, or (e) the enforceability or validity of the Agreement or any Related Document.

*“Material District Debt”* means any Debt of the District secured by or payable from the Unrestricted Revenues or the general fund of the District that is outstanding in a principal amount of \$65,000,000 or more (excluding in relation to the Judgments).

*“Maturity Date”* means August 1, 2025, which is the maturity date of the last Series of Notes issued under the Resolutions.

*“Maximum Interest Rate”* means an interest rate per annum equal to the lesser of (i) twelve (12%) and (ii) the maximum non-usurious rate of interest on the relevant obligation permitted by applicable law.

*“Moody’s”* means Moody’s Investors Service, Inc. and any successor rating agency.

*“Non-Purchaser Transferee”* has the meaning set forth in Section 8.05(b) hereof.

*“Note Pricing Confirmation”* means each respective completed and executed Note Pricing Confirmation modifying the terms thereof to the satisfaction of the Purchaser or an affiliate of Royal Bank of Canada as purchaser of the related Note.

*“Note Counsel”* means Orrick, Herrington & Sutcliffe LLP, or any other firm of attorneys nationally recognized on the subject of tax-exempt municipal finance selected by the District.

*“Noteholder”* means the Purchaser and each Non-Purchaser Transferee pursuant to the terms hereof so long as such Non-Purchaser Transferee owns an interest in the Notes.

*“Notes”* means the Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes issued by the County on behalf of the District, substantially in the form set forth in Exhibit A of the District TRAns Resolution, issued and purchased in accordance with this



Agreement and the Resolutions and, as appropriate to the context, the Series A Notes and/or a subsequent Series of Notes issued and purchased in accordance with this Agreement and the Resolutions.

*“Other Bank Agreements”* means any other Bank Agreement and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements and any other Bank Agreement.

*“Participant”* has the meaning set forth in Section 8.05(d) hereof.

*“Participation”* has the meaning set forth in Section 8.05(c) hereof.

*“Paying Agent”* means U.S. Bank Trust Company, National Association and its permitted successors and assigns.

*“Paying Agent Agreement”* means the Paying Agent Agreement dated November [\_\_\_], 2024, between the County and the Paying Agent, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

*“Person”* means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

*“Plan”* means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

*“Pledged Revenues”* means, as provided in the District TRANs Resolution, those revenues specified in that pledge of, first lien on, first priority security interest in, the first Unrestricted Revenues to be received by the District in each period specified in this Agreement and the related Request for Purchase, Note Pricing Confirmation and the related Series of Notes, in an amount equal to the amount, or in the proportion of the total amount due, as therein specified.

*“Prime Rate”* means, for any day, the fluctuating rate of interest per annum equal to the “Prime Rate” listed in the “Money Rates” section of The Wall Street Journal as of such day or, if The Wall Street Journal is not published on a particular day, then the “Prime Rate” listed in the “Money Rates” section of The Wall Street Journal for the immediately preceding Business Day. If The Wall Street Journal ceases to exist or to publish a prime rate from which the Prime Rate is then determined, then the Prime Rate shall be the rate determined by Royal Bank of Canada as its prime commercial lending rate for such day for loans denominated in U.S. Dollars made in the United States. The Purchaser may make loans to its customers at, below or above such prime commercial lending rate, and the prime commercial lending rate referred to herein is not intended to be the best rate offered to customers of the Purchaser. Any change in the Prime Rate shall take effect on the date specified in the publication or announcement of such change. Each determination of the Prime Rate by the Purchaser will be conclusive and binding on the District absent manifest error.

*“Purchase”* means a purchaser of Notes hereunder to be made to the District by the Purchaser pursuant to Article II hereof.

*“Purchase Period”* means the period from and including the Closing Date to and including the Termination Date.

*“Purchaser”* has the meaning set forth in the introductory paragraph hereof.

*“Rating”* means the long-term unenhanced debt rating assigned by any of S&P, Moody’s and Fitch to the general obligation bonds of the District.

*“Rating Agency”* means all or any of S&P, Moody’s, and Fitch, as the context may require.

*“Related Documents”* means and includes this Agreement, the Notes, the District TRAns Resolution, the County TRAns Resolution, the Paying Agent Agreement and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

*“Relevant Governmental Body”* means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York or any successor thereto.

*“Repayment Account”* has the meaning set forth in Section 5.26(a) hereof.

*“Request for Purchase”* has the meaning set forth in Section 2.02(a)(i) hereof.

*“Resolutions”* means, collectively, the County TRAns Resolution and the District TRAns Resolution.

*“Sanctioned Target”* means any target of Sanctions, including (i) persons on any list of targets identified or designated pursuant to any Sanctions, (ii) persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (iii) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (iv) persons otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

*“Sanctions”* means economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes or restrictions and anti-terrorism laws imposed, administered or enforced from time to time by the United States of America, the United Nations Security Council, the European Union, the United Kingdom, any other governmental authority with jurisdiction over the District or any officer, director or agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents.

*“S&P”* means S&P Global Ratings, an S&P Global Inc. business and any successor rating agency.

“*Series A Notes*” means the Series of Notes issued on the Closing Date in an amount not less than \$10,000,000.

“*Series of Notes*” has the meaning set forth in the recitals hereof.

“*SOFR*” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Index Rate*” means Daily Simple SOFR.

“*SOFR Index Reset Date*” means the second (2<sup>nd</sup>) U.S. Government Business Day preceding the applicable date of determination with respect to Daily Simple SOFR.

“*State*” means the State of California.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, total return swaps, credit derivative transactions, forward rate transactions, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Termination Date*” means Maturity Date or, if earlier, such date on which the principal and interest on all Series of Notes are due and owing hereunder.

“*Third-Party Administrator Trustee*” means **[Administrator]** to serve as third-party administrator relating to payment directly to the Judgment Obligees.

“*Unrestricted Revenues*” means the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the General Fund of the District and which are lawfully available for the payment of current expenses and other obligations of the District.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Written” or “in writing” means any form of written communication or a communication by means of facsimile.

*Section 1.02. Accounting Terms and Determinations.* Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes concurred with by the District’s independent public accountants) with the most recent audited financial statements of the District delivered to the Purchaser hereunder.

## ARTICLE II

### PURCHASE AND TERMS OF THE NOTES

#### *Section 2.01. Commitment to Purchase the Notes.*

(a) *Purchase of Notes.* During the Purchase Period, the Purchaser agrees, on the terms and conditions set forth in this Agreement, to make a loan to the District in the form of purchases of Series of Notes from the County issued on behalf of the District pursuant to this Section from time to time in amounts such that the aggregate principal amount of Notes purchased by the Purchaser at any one time outstanding shall not exceed the amount of the Commitment. Within the foregoing limit, the District may request Purchases of Series of Notes under this subsection (a), repay or, to the extent permitted by Section 2.09 hereof, prepay a Series of Notes and request that a Series of Notes be issued at any time during the Purchase Period under this subsection (a). The District shall request in the initial Request for Purchase on the Closing Date in an amount not less than \$10,000,000 and any other Request for Purchase shall be made on or before the Commitment End Date and the Commitment shall terminate on the Commitment End Date.

(b) *Deemed Loan.* Notwithstanding anything herein or in the Resolutions to the contrary, upon honoring any Request for Purchase, the Purchaser shall be deemed to have made a loan to the District, the proceeds of which shall be used to purchase a Series of Notes in respect of which such Request for Purchase is made.

*Section 2.02. Method of Purchasing Notes; Account to Which Proceeds of Notes to Be Purchased.* (a)(i) In the case of any Purchase of a Series of Notes, the County and the District shall give the Purchaser written notice in the form of Exhibit A hereto, executed by a Designated County Representative and a Designated District Representative (a “Request for Purchase”), by not later than 11:00 a.m. (Los Angeles time) on the seven (7) Business Day before each Purchase of a Series of Notes (or such shorter time as the Purchaser may agree to in writing), specifying:

(A) the date of such Purchase, which shall be a Business Day;

(B) the aggregate amount of such Purchase (which shall not exceed the difference between (i) the amount of the Commitment and (ii) the aggregate principal amount of Notes then outstanding and in the minimum amount of \$100,000);

(C) that the following items are attached and delivered to Note Counsel:

(1) the case number(s) and amount of the Judgment(s) to be funded; and

(2) the Request for Purchase in the form of Exhibit A attached hereto, executed by a Designated District Representative of the District, which includes wiring information from the **[Third-Party Administrator Trustee]**.

(F) that the following items are delivered to Note Counsel:

(1) the copy of the Judgment(s) to be funded by such Series of Notes; and

(2) **[a copy of a form of irrevocable instruction to the [Third-Party Administrator Trustee] executed by a Designated District Representative of the District to pay the Judgment Oblige(s) from Note proceeds of such Series of Notes;] and**

(3) an Investor Letter executed by the Purchaser for delivery on the Closing Date.

(G) that the following items are delivered to the Purchaser:

(1) (a) the updated monthly cash flows of the District for such fiscal year, including the monthly Unrestricted Revenues for Fiscal Year 2024-25 of the District;

(2) a description of the amount of Unrestricted Revenues including estimated dates and amounts which are expected to be received by the District during the period set forth in the Request for Purchase deposited into the Repayment Account as security for the payment of the Series of Notes.

(b) Subject to the provisions of subsection (a) of this Section 2.02 and the satisfaction of the terms and conditions set forth in Section 3.02 hereof, by not later than 3:00 p.m. (Los Angeles time) on the date of each Borrowing, the Purchaser shall wire transfer, in federal or other immediately available funds, the proceeds of such Purchase to the account or accounts set forth in the Request for Purchase.

(c) Each Note shall be in the principal amount requested by the District pursuant to each Request for Purchase in the form of Exhibit A hereto.

- (d) The District may not request more than one (1) Purchase of Notes per Business Day.
- (e) The District may not request more than four (4) Purchases of Notes per month.

*Section 2.03. The Notes.* (a) The Notes of each series shall be substantially in the form set forth in Exhibit A of the District TRANs Resolution payable to the Purchaser in an amount equal to the applicable Purchase of Notes; *provided, however*, that the maximum principal amount of all Notes shall not exceed the Commitment.

(b) The Purchaser shall record the date, amount, type and maturity of each Series of Notes purchased by it and the date and amount of each payment of principal made by or on behalf of the District with respect thereto, and prior to any transfer of a Note shall endorse on the schedule forming a part thereof appropriate notations to evidence the foregoing information with respect to each Notes then outstanding evidenced by such Note; *provided* that the failure of the Purchaser to make any such recordation or endorsement, or any error therein, or failure to submit any such notations to the District shall not affect the obligations of the District hereunder or under such Note. The Purchaser is hereby irrevocably authorized by the District so to endorse each Note and to attach to and make a part of each such Note a continuation of any such schedule as and when required.

(c) The Note Pricing Confirmation completed and executed for each Series of Notes shall modify the terms of this Agreement with respect to the applicable Series of Notes as mutually agreed to by the Purchaser and the District.

*Section 2.04. Maturity of Notes.* (a) Each Series of Notes shall mature, and the principal amount thereof (together with all accrued and unpaid interest therein) shall be due and payable in full by the District on the Maturity Date or such earlier date on which all Notes become due and payable in accordance with the terms hereof.

*Section 2.05. Interest Rates.* (a) Subject to subsections (d) and (e) below and the related Note Pricing Confirmation, and Section 6.02 hereof, each Note shall bear interest on the outstanding principal amount thereof, for each day from the date such Note is purchased until it becomes due, at a rate per annum equal to the sum of (i) the SOFR Index Rate plus (ii) the Applicable Spread plus (iii) the Applicable Spread Adjustment. Such interest shall be payable by the District on the Termination Date or such earlier date on which the Notes are paid in full.

(b) (i) For internal administrative purposes only, the Purchaser may consolidate the unpaid aggregate principal balance of the Notes on its systems and in its records so that all Notes bear interest at the same interest rate.

(ii) The Purchaser shall determine the applicable SOFR Index Rate for each Series of Notes on each SOFR Determination Day while such Note remains unpaid. Notwithstanding the foregoing, with respect to a Note that is advanced pursuant to a new Purchase, the rate for such Note shall be the same rate as for all outstanding Notes. The Purchaser will send the District a hyperlink to the SOFR Administrator's Website, as such hyperlink may be updated from time to time. Upon the request of the District, the Purchaser shall promptly, but in any event within

three (3) Business Days, notify the District of the interest rates for the Notes for such dates and periods as requested by the District. Each determination by the Purchaser of an interest rate shall be conclusive and binding for all purposes, absent manifest error. The SOFR Index Rate shall be rounded to the fifth decimal place.

(e) (A) Subject to Section 2.05(e)(B) hereof and the Purchaser's reasonable determination upon timely notice to the District that a Benchmark Transition Event has not occurred, if the Purchaser determines (any determination of which shall be conclusive and binding on the District absent manifest error) that either (i) Daily Simple SOFR or the then-current benchmark, cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an "*Inability Determination*"), (ii) Daily Simple SOFR does not adequately and fairly reflect the cost to the Purchaser to purchase or maintain any Note (a "*Changed Circumstances Determination*") or (iii) any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Purchaser to purchase or maintain any Note based on SOFR or Daily Simple SOFR or to determine or charge interest rates based upon SOFR or Daily Simple SOFR (an "*Illegality Determination*"), then the Purchaser will so notify the District and the obligation of the Purchaser to purchase or maintain any Note bearing interest at Daily Simple SOFR shall be suspended until Purchaser shall have notified the District of its determination that the circumstances giving rise to such previous determination no longer exist; *provided, however*, that the Purchaser will provide a Changed Circumstances Determination only in the event that a similar determination would be made with respect to similarly situated issuers under similar circumstances, as such circumstances are determined by the Purchaser in the Purchaser's commercially reasonable discretion. In each such case, the outstanding principal balance of the Notes shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at the sum of (1) a fluctuating rate per annum (and any spread adjustment) mutually determined by the Purchaser and the District in writing and (2) the related Applicable Spread until the Purchaser revokes such Inability Determination or notifies the District that the circumstances giving rise to such Illegality Determination no longer exist, as applicable, *provided however*, the Purchaser and the District agree that from and after an Inability Determination or an Illegality Determination, until the Purchaser and the District have mutually determined such fluctuating rate per annum in writing, the outstanding principal balance of the Notes shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at the sum of the Alternate Rate in effect from time to time and the Applicable Spread, from the date of such Inability Determination or an Illegality Determination until the earlier of (x) the date on which the Purchaser and the District have mutually determined such fluctuating rate per annum (and any spread adjustment) in writing and (y) the date on which the Purchaser revokes such Inability Determination or notifies the District that the circumstances giving rise to such Illegality Determination no longer exist, as applicable; *provided, further, however*, the Purchaser and the District agree that from and after a Changed Circumstances Determination, until the Purchaser and the District have the mutually determined such fluctuating rate per annum in writing, the outstanding principal balance of the Notes shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at the sum of the Alternate Rate in effect from time to time (for the first ninety (90) days after such Changed Circumstances Determination, without regard to clause (i) of the definition of Alternate Rate) and the Applicable Spread, from the date of such Changed Circumstances Determination until the earlier of (x) the date on which the Purchaser and the District have the mutually determined such fluctuating rate per annum (and any spread adjustment) in writing and (y) the date on which the

Purchaser revokes such Changed Circumstances Determination or notifies the District that the circumstances giving rise to such Changed Circumstances Determination no longer exist, as applicable. When interest is determined in relation to the Alternate Rate, each change in the rate of interest hereunder shall become effective on the date each Alternate Rate change is determined by the Purchaser. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with Section 2.05(e)(B) hereof, that Benchmark Replacement, plus any applicable margin, will become effective on the Benchmark Replacement Date and will then supersede the Alternate Rate and other terms determined in accordance with this provision. The Purchaser shall use commercially reasonable efforts to provide ninety (90) days' advance notice of the events and/or conditions set forth in this Section 2.05(e)(A); *provided, however*, that (I) since the timing of such events are not within the Purchaser's sole control, the District acknowledges and agrees that it may be impossible for the Purchaser to determine if such events are occurring ninety (90) days before they occur and, in such case, the Purchaser shall use commercially reasonable efforts to provide such notice as soon as reasonably possible and (II) the failure of the Purchaser to provide any such notice shall not affect the effectiveness of the terms and conditions of this Section 2.05(e)(A).

(B) Notwithstanding anything to the contrary contained in this Agreement or in any Related Document (for the purposes of this Section 2.05(e)(B), a Swap Contract by and between the District and the Purchaser or any of its affiliates is not a Related Document):

(1) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Relevant Document, upon the occurrence of a Benchmark Transition Event, the Purchaser and the District may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.05(e)(B)(1) will occur prior to the applicable Benchmark Transition Start Date.

(2) *Benchmark Replacement Conforming Changes.* The Purchaser will have the right to make Benchmark Replacement Conforming Changes from time to time and any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the District.

(3) *Notices; Standards for Decisions and Determinations.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Purchaser will promptly, but in any event within three (3) Business Days, notify the District of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Purchaser will notify the District of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.05(e)(B)(4) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Purchaser pursuant to this Section 2.05(e)(B), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding



absent manifest error and will be made in its sole discretion and without the District's consent except as expressly required pursuant to this Section 2.05(e)(B).

(4) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Related Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Purchaser in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Purchaser may modify the "interest period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Purchaser may modify the definition of "interest period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(5) *Benchmark Unavailability Period.* Upon the District's receipt of notice of the commencement of a Benchmark Unavailability Period, the District may revoke any pending request for a Purchase of Notes to be made during any Benchmark Unavailability Period.

*Section 2.06. Fees; Default Rate.*

(a) The District shall pay within thirty (30) days after written demand via electronic invoice provided by the Purchaser to the District:

(i) the reasonable out-of-pocket expenses of the Purchaser, including reasonable fees and disbursements of counsel, as described in Section 8.03 herein; and

(ii) any reasonable amounts advanced by or on behalf of the Purchaser to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Documents, together with interest at the Default Rate.

(b) Any principal of, and to the extent permitted by applicable law, any interest on, the Notes and any other sum payable hereunder, which is not paid within the cure period due shall bear interest, from the date due and payable until paid, payable on demand therefor, at a rate per annum equal to the Default Rate.

*Section 2.07. Optional Termination or Reduction of Commitment.* During the Purchase Period, the District may, upon at least three (3) Business Days' notice to the Purchaser, (i) terminate the Commitment at any time, if no Notes are outstanding at such time, or (ii) reduce

the Commitment from time to time by an aggregate amount of \$1,000,000 or any larger integral multiple of \$1,000,000, which amount shall be not greater than the amount of the Commitment; *provided*, that the Commitment may not be reduced to an amount less than the aggregate principal amount of Notes are outstanding at such time.

*Section 2.08. Mandatory Termination or Reduction of Commitment.* (a) The Commitment shall terminate on the Termination Date, and any Notes then outstanding (together with accrued interest thereon and all other amounts payable hereunder) shall be due and payable by the District in full on such date.

(b) If at any time an Event of Default shall have occurred and be continuing, the Purchaser may deliver a written notice to that effect to the District, and the Commitment shall immediately terminate.

*Section 2.09. Optional Prepayments .* The District may, upon at least one Business Days' notice to the Purchaser, prepay any Series of Notes, in whole at any time, or from time to time in part in amounts aggregating \$100,000 or any larger integral multiple of \$1,000, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

*Section 2.10. General Provisions as to Payments.* Subject to Section 4.09 hereof, the District shall make each payment of principal of, and interest on, the Notes any any payment obligations due and owing under Section 8.03 hereof, not later than 3:00 p.m. (Los Angeles time) on the date when due, in federal or other funds immediately available in Los Angeles, to the Purchaser by wire transfer in accordance with wire transfer instructions referred to in Section 8.01 hereof. Whenever any payment of principal of, or interest on, the Notes or of fees shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

*Section 2.11. Computation of Interest and Fees.* Interest and fees shall be calculated on the basis of a 360-day year based upon the actual number of days elapsed.

### ARTICLE III

#### CONDITIONS

*Section 3.01. Effectiveness.* This Agreement shall become effective on the date on which each of the following conditions shall have been satisfied:

(a) receipt by the Purchaser of a counterpart hereof signed by each of the parties hereto;

(b) receipt by the Purchaser of (i) an opinion of General Counsel to the District, addressed to the Purchaser and in a form acceptable to the Purchaser and covering such matters relating to purchase of Notes by the Purchaser contemplated hereby or by the Related Documents as the Purchaser may reasonably request, (ii) an opinion of County

Counsel, addressed to the Purchaser and in a form acceptable to the Purchaser and covering such matters relating to the purchase of Notes by the Purchaser contemplated hereby or by the Related Documents as the Purchaser may reasonably request, and (iii) an opinion of Note Counsel with a reliance letter addressed to the Purchaser and in a form acceptable to the Purchaser and covering such matters relating to the purchase of Notes by the Purchaser contemplated hereby or by the Related Documents as the Purchaser may reasonably request (including, without limitation, as to the validity, enforceability of the Agreement and the other Related Documents);

(c) (i) receipt by the Purchaser of a certified copy of each instrument which composes the District TRANs Resolution (each as in effect on the Closing Date) and a certificate of a Designated District Representative, dated the Closing Date, certifying that each instrument which composes the District TRANs Resolution is in full force and effect on the Closing Date and that there has been no other amendment or supplement of, or modification to, any provision of any such instrument, except as set forth therein and (ii) receipt by the Purchaser of a certified copy of each instrument which composes the County TRANs Resolution (each as in effect on the Closing Date) and a certificate of a Designated County Representative, dated the Closing Date, certifying that each instrument which composes the County TRANs Resolution is in full force and effect on the Closing Date and that there has been no other amendment or supplement of, or modification to, any provision of any such instrument, except as set forth therein;

(d) (i) receipt by the Purchaser of a certificate of a duly authorized officer of the District, certifying that (A) all conditions precedent set forth in the District TRANs Resolution with respect to the execution of this Agreement and each other Related Document have been satisfied, (B) except as disclosed to the Purchaser before the date hereof, there has been no material adverse change in the financial condition of the District since June 30, 2023, (C) that there has been no event or circumstance since June 30, 2023, that has, either individually or in the aggregate, a Material Adverse Effect, (D) that the representations and warranties contained in Article IV hereof and the other Related Documents are true and correct in all material respects on the Closing Date, except to the extent such representations and warranties specifically relate to an earlier date (in which case such representations were true and correct in all material respects as of such earlier date), (E) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default, (F) no petition by or against the District has been filed under the United States Bankruptcy Code or under any similar law, (G) the AAFR for the Fiscal Year ended June 30, 2023, has been prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and (G) other than litigation related to Assem. Bill No. 218 (2019-2020 Reg. Sess.), there are no actions, suits or proceedings pending or threatened against the District (excluding those in relation to the Judgments) in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect.

(ii) receipt by the Purchaser of a certificate of a duly authorized officer of the District, certifying that (A) all conditions precedent set forth in the County

TRANS Resolution with respect to the execution of this Agreement and each other Related Document have been satisfied, (B) that the representations and warranties contained in Article IV hereof and the other Related Documents are true and correct in all material respects on the Closing Date, except to the extent such representations and warranties specifically relate to an earlier date (in which case such representations were true and correct in all material respects as of such earlier date), (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default, and (D) no petition by or against the County has been filed under the United States Bankruptcy Code or under any similar law.

(e) receipt by the Purchaser of a certificate of a duly authorized officer of each of the District and the County, certifying as to the incumbency and signature of each of the officers of the District and the County authorized to sign this Agreement and the Related Documents to which the District or the County, as applicable, is a party;

(f) receipt by the Purchaser of all opinions, certificates and other documents it may reasonably request relating to the existence of the District and the County, the authority for and the validity of this Agreement and the Notes then being delivered, and any other matters relevant hereto or thereto, all in form and substance satisfactory to the Purchaser;

(g) receipt by the Purchaser of: (A) written confirmation that the District's credit ratings on its long-term unenhanced general obligation bonds (without taking into account any third party credit enhancement) have a long-term rating of at least "\_\_\_" by Moody's, "\_\_\_" by Fitch, and "\_\_\_" by S&P; (B) the AAFR for the Fiscal Year ended June 30, 2023; (C) a copy of the Investment Policy of the District as in effect on the Closing Date (or confirmation that the most recent Investment Policy of the District delivered to the Purchaser has not been modified and is still in full force and effect) and (D) certification from a Designated District Representative that the cash flows of the District for Fiscal Year 2024-25 that have been provided to the Purchaser are true and correct; and

(h) any additional documentation that the Purchaser may request subject to reasonable non-disclosure of non-public information including under an asserted work-product privilege, attorney-client privilege, governmental privilege, or deliberative process privilege.

*Section 3.02. Purchases During the Purchase Period.* The obligation of the Purchaser to Purchase Notes on following any Request for Purchase on or prior to the Termination Date is subject to the satisfaction of the following conditions:

(a) receipt by the Purchaser of a Request for Purchase as required by Section 2.02 hereof;

(b) receipt by the Purchaser of duly executed Note dated on or before the date of Purchase complying with the provisions of Section 2.03 hereof;

(c) receipt by the Purchaser of an executed Note Pricing Confirmation with respect to the applicable Series of Notes;

(d) receipt by the Purchaser of a certificate signed by a Designated District Representative with regards to the cash flows of the District for the period from and including the date of Purchase to and including the last day of Fiscal Year 2024-25 and the anticipated Unrestricted Revenues;

(e) immediately after such Purchase, the aggregate outstanding principal amount of the outstanding Notes will not exceed the amount of the Commitment;

(f) immediately before and as a result of giving effect to such Purchase, no Default or Event of Default shall have occurred and be continuing;

(g) the representations and warranties of the District and the County (except to the extent the same expressly relate to an earlier date, then such representation or warranty shall be true and correct, in all material respects, as of such earlier date and except that the representations contained in Section 4.08 of Article IV(A) of this Agreement shall be deemed to refer to the most recent AAFR delivered to the Purchaser pursuant to Section 5.07 of this Agreement) contained in this Agreement shall be true in all material respects on and as of the date of such Purchase, continuation or conversion; and

(h) the Purchaser shall have provided its prior written consent to the Request for Purchase determined in its reasonable discretion (such consent not to be unreasonably withheld or delayed).

Each Purchase hereunder shall be deemed to be a representation and warranty by the District on the date of such Purchase as to the facts specified in clauses (c), (d), (e) and (f) of this Section.

*Section 3.03. No Rating; DTC; Offering Document; CUSIP.* The Notes shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent or (v) assigned a CUSIP number.

## **ARTICLE IV(A)**

### **REPRESENTATIONS AND WARRANTIES OF THE DISTRICT**

The District makes the following representations and warranties to each Noteholder:

*Section 4.01A. Legal Existence.* The District is a political subdivision duly created and validly existing under the Constitution and the laws of the State, and has full legal right, power and authority, and at the Closing Date will have full legal right, power and authority (i) to enter into this Agreement and to adopt the District TRANs Resolution, (ii) to deliver the Notes as

provided herein, (iii) to carry out and consummate the transactions contemplated by this Agreement, the District TRANS Resolution, and the Notes, (iv) to pay all amounts due and owing with respect to the Notes including, but not limited to, interest on the Notes at the applicable interest rates set forth in and (v) the District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the Act and the District TRANS Resolution as they pertain to such transactions.

*Section 4.02A. Compliance with Law and Contracts.* (a) The issuance of the Notes and the execution, delivery and performance by the District of this Agreement and the other Related Documents to which the District is a party in accordance with their respective terms and conditions have been duly authorized by all necessary action on the part of the District, and to the best knowledge of the District, did not, do not and will not, (i) violate any provision of any court order by which the District is bound, (ii) conflict with, violate or contravene any provision of existing law or regulation, of any order or decree of any court, tribunal, Governmental Authority, bureau or agency binding on the District, or (iii) conflict with, violate or cause a default, or with the passage of time or the giving of notice or both would cause a default, under any provision of any bond, note or other evidence of indebtedness or mortgage, indenture, contract or other agreement to which the District is a party or that is binding upon it or any of its properties or assets.

(b) No consent of any Person and no license, approval or authorization of or notice to or registration, filing or declaration with, any Governmental Authority, bureau or agency is required in connection with the execution, delivery or performance by the District, or validity or enforceability against the District of this Agreement or any of the other Related Documents, or for the District to execute and deliver the Notes including in accordance with this Agreement or any of the other Related Documents or, if required, the same has been obtained and is in full force and effect.

(c) All authorizations, approvals, licenses, permits, consents and orders of any State Governmental Authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the District of its obligations under this Agreement, the District TRANS Resolution, and the Notes have been duly obtained, except for such approvals, consents and orders as are yet to be obtained or as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Notes.

*Section 4.03A. Authorization and Validity.* By all necessary official action of the District prior to or concurrently with the Closing Date, the District has duly adopted the District TRANS Resolution, has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, this Agreement, the Related Documents, and the Notes, and the consummation by it of all other transactions contemplated by the District TRANS Resolution, this Agreement, the Related Documents, and the Notes; the District TRANS Resolution, this Agreement, the Related Documents and the Notes, assuming due authorization, execution and delivery by the other parties thereto, constitute, or will constitute at the Closing Date, as appropriate, legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and

other similar laws relating to or affecting the enforcement of creditors' rights and the application of general principles of equity if equitable remedies are sought.

*Section 4.04A. Litigation.* Except as otherwise disclosed to the Purchaser in writing prior to the Closing Date, to the best knowledge of the District, after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed, or threatened against the District, affecting the existence of the District or the titles of any officers executing this Agreement or any other Related Document to which the District is a party, or affecting or seeking to prohibit, restrain or enjoin execution and delivery of this Agreement, the Related Documents and the Notes, and the consummation by it of all other transactions contemplated by the District TRANs Resolution, this Agreement, the Related Documents and the Notes or the appropriation of general funds of the District as obligations of the District imposed by law pursuant to the District TRANs Resolution, or in any way contesting or affecting the validity or enforceability of this Agreement, the Related Documents, and the Notes, or contesting the powers of the District or any authority for the issuance of the Notes, the adoption of the District TRANs Resolution or the execution and delivery of this Agreement, the Related Documents, and the Notes, nor is there any known basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of this Agreement, the Related Documents and the Notes or the District's ability to carry out the transactions contemplated hereby or thereby applicable to the ability of the District to pay the Notes.

*Section 4.05A. Related Documents.* The representations and warranties of the District in all of the Related Documents are true and correct in all material respects as of the date made, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

*Section 4.06A. Accuracy and Completeness of Information.* All certificates, reports, financial statements, documents and other written information furnished to the Purchaser by the District on or prior to the Closing Date in connection with the transactions contemplated hereby were, at the time the same were so furnished, taken as a whole, complete and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which the same were made.

*Section 4.07A. Legislation.* To the best knowledge of the District, no legislation has been enacted which materially adversely affects or which prohibited or prohibits, as applicable, (i) the issuance or delivery of the Notes, (ii) the adoption of the District TRANs Resolution, (iii) the execution and delivery of this Agreement or any of the other Related Documents to which the District is a party, (iv) the creation, organization or existence of the District or the titles to office of any officers executing this Agreement or any other Related Document to which the District is a party, or (v) the power of the District to carry out its obligations under this Agreement or any of such other Related Documents.

*Section 4.08A. Accuracy of Financial Reports.* The most recent financial reports of the District as of June 30, 2023, copies of which have been furnished to the Purchaser, fairly present in all material respects the financial position and results of operations of the District, as of the dates and for the periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied except as previously disclosed to the Purchaser in writing. Since June 30, 2023, there has been no material adverse change in the financial condition or operations of the District that could reasonably be expected to result in a Material Adverse Effect.

*Section 4.09A. Source of Payment of Obligations.* (a) As security for the payment of the Notes and the interest thereon and all other payment obligations under Section 8.03 hereof, the District hereby represents that it has, pursuant to the District TRANs Resolution, pledged and granted a lien on and security interest in the first Unrestricted Revenues to be received by the District during fiscal year 2024-2025 of the District.

(b) As provided in Section 53856 of the California Government Code, the District hereby represents that the Notes and the interest thereon, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(c) As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and of subsection (b) of this Section, the District hereby represents that the Notes shall be general obligations of the District and, to the extent not paid from the Pledged Revenues, shall be paid with interest thereon from any other Unrestricted Revenues.

(d) The obligations of the District under the Notes (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Notes (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) do not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation, and none of the Notes (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

*Section 4.10A. No Default or Event of Default.* No Default or Event of Default has occurred and is continuing, and, to the best knowledge of the District after due inquiry, the District is not in material breach of or default under any loan agreement, indenture, bond or note, or other instrument evidencing any indebtedness or other material financial obligation of the District to which the District is a party, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; and the execution and delivery of this



Agreement, the Related Documents, the Notes and the adoption of the District TRANs Resolution and compliance with the provisions on the District's part contained therein, will not in any material respect conflict with or constitute a breach or default under any State constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the District is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by this Agreement, the Related Documents, the Notes and the adoption of the District TRANs Resolution and compliance with the provisions on the District's part contained therein.

*Section 4.11A. No Qualified or Negative Budget Certification.* The District hereby represents that it has not received a qualified or negative budget certification in Fiscal Year 2023-2024 or Fiscal Year 2024-2025.

*Section 4.12A. Sanctions Concerns.* (a) The District is not and, to the knowledge of the District, no officer, director or agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents is a Sanctioned Target.

(b) (i) The District and, to the knowledge of the District, each officer, director and agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents are in compliance in all material respects with Anti-Money Laundering Laws, Anti-Corruption Laws and applicable Sanctions; and (ii) the District is not and, to the District's knowledge, no officer, director or agent acting on behalf of the District with respect to the obligations hereunder, this Agreement or any of the other Related Documents is, in each case, under investigation for an alleged violation of any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

*Section 4.13A. No Sovereign Immunity.* The District does not enjoy any rights of immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

*Section 4.14A. Regulations U and X.* The District is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

*Section 4.15A. Usury.* The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

*Section 4.16A. ERISA.* The District does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

*Section 4.17A. Estimated Amounts.* The District has determined that the Commitment, when added to the interest payable thereon calculated at the Maximum Interest Rate until the Maturity Date, does not exceed 85% of the estimated amount of the Unrestricted Revenues which will be available for the payment of the principal of and interest on the Notes and any additional tax and revenue anticipation notes issued by the District in Fiscal Year 2024-25.

*Section 4.18A. Debt Management Policy.* The District hereby certifies that the Debt Management Policy of the District complies with Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to the District TRANs Resolution are consistent with such policy, and the District has instructed Note Counsel, on behalf of the District, with respect to each series of Notes issued pursuant to the Resolution, (a) to cause notices of the proposed sale and final sale of the Notes to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in each notice of proposed sale filed pursuant to California Government Code Section 8855.

## **ARTICLE IV(B)**

### **REPRESENTATIONS AND WARRANTIES OF THE COUNTY**

The County makes the following representations and warranties to each Noteholder:

*Section 4.01B. Legal Existence.* The County is a political subdivision of the State validly existing under the Constitution and laws of the State, with the right and power to (i) execute, deliver and perform its obligations under this Agreement and the County TRANs Resolution and (ii) execute and deliver the Notes.

*Section 4.02B. Compliance with Law and Contracts.* (a) The County has duly adopted the County TRANs Resolution in accordance with the laws of the State of California; the County TRANs Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the County set forth in the County TRANs Resolution are true and correct on the date hereof; the County has duly authorized and approved the execution and delivery of, and the observance and performance by the County of its covenants and agreements contained in the Notes and this Agreement required to have been observed or performed at or prior to the date of Closing; and the County has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Notes on its part contained in this Agreement, the County TRANs Resolution, and the Notes.

(b) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as have been taken or as may be necessary to be taken to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America as the Purchaser may reasonably request.

(c) All authorizations, consents or approvals of, or filings or registrations, if any, with, any governmental authority or court necessary for the valid execution and delivery by the County of the Notes will have been duly obtained or made prior to the execution and delivery of the Notes (and disclosed to the Purchaser); provided, however, that no representation is made by the County as to compliance with federal or state Blue Sky or similar securities laws of any state in connection with the offering, sale or issuance of the Notes. As used herein, the term “governmental authority” refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation

*Section 4.03B. Authorization and Validity.* (a) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the execution and delivery of the Notes; (b) the County has full legal right, power and authority to enter into this Agreement, to adopt the County TRANs Resolution, to execute and deliver the Notes to the Purchaser on behalf of the District and to perform its obligations under each such document or instrument (collectively, the “County Documents”) and to effectuate transactions contemplated by the County Documents; (c) the execution and delivery or adoption of, and the performance by the County of its obligations contained in the Notes, the County TRANs Resolution and this Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; and (d) this Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms

*Section 4.04B. Litigation.* Except as otherwise disclosed to the Purchaser in writing prior to the Closing Date, as of the time of acceptance hereof, no action, suit, proceeding or investigation is pending or threatened against the County in any court or before any governmental authority seeking to restrain or enjoin the execution or delivery of any of the Notes or in any way contesting or affecting the validity of the County TRANs Resolution, the Notes, this Agreement, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the County to execute and deliver the Notes or this Agreement or to adopt the County TRANs Resolution.

*Section 4.05B. Related Documents.* The representations and warranties of the County in the County TRANs Resolution are true and correct in all material respects as of the date made, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date). Any certificates signed by any officer of the County and delivered to the Purchaser shall be deemed a representation and warranty by the County to the Purchaser, but not by the person signing the same in such person’s individual capacity, as to the statements made therein.

*Section 4.06B. Legislation.* To the best knowledge of the County, no legislation has been enacted which materially adversely affects or which prohibited or prohibits, as applicable, (i) the issuance or delivery of the Notes, (ii) the adoption of the County TRANs Resolution, (iii) the execution and delivery of this Agreement or any of the other Related Documents to which the County is a party, (iv) the creation, organization or existence of the County or the titles to office of any officers executing this Agreement, the County TRANs Resolution or the Notes, or (v) the power of the County to carry out its obligations under this Agreement, the County TRANs Resolution and the Notes.

*Section 4.07B. No Default or Event of Default.* No Default or Event of Default has occurred and is continuing, and the execution and delivery of the Notes, the execution, delivery and performance of this Agreement, the performance of the County's obligations under the County TRAns Resolution and compliance with the provisions hereof and thereof by the County, as appropriate, do not and will not, in any material respect, conflict with or constitute on the part of the County a breach of, or a default under, the Constitution of the State, any existing law, charter, ordinance, regulation, court decree or order, resolution or any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.

*Section 4.08B. Sanctions Concerns.* (a) The County is not and, to the knowledge of the County, no officer, director or agent acting on behalf of the County with respect to the obligations under this Agreement or the County TRAns Resolution is a Sanctioned Target.

(b) (i) The County and, to the knowledge of the County, each officer, director and agent acting on behalf of the County with respect to the obligations under this Agreement or the County TRAns Resolution are in compliance in all material respects with Anti-Money Laundering Laws, Anti-Corruption Laws and applicable Sanctions; and (ii) the County is not and, to the County's knowledge, no officer, director or agent acting on behalf of the County with respect to the obligations under this Agreement or the County TRAns Resolution is, in each case, under investigation for an alleged violation of any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

*Section 4.09B. No Sovereign Immunity.* The County does not enjoy any rights of immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to its obligations hereunder or under the County TRAns Resolution.

## ARTICLE V

### COVENANTS

The District covenants and agrees, so long as the Purchaser has any Commitment hereunder and until the full and final payment and satisfaction of all of the Notes and all payment obligations due and owing under Section 8.03 hereof, except in any instance in which the Purchaser specially agrees in writing to any non-performance or noncompliance, that:

*Section 5.01. Punctual Payment and Performance.* The District shall punctually pay the interest on and principal of the Notes and all payment obligations due and owing under Section 8.03 hereof in conformity with the terms hereof and of the Notes and all payment obligations due and owing under Section 8.03 hereof, and shall faithfully observe and perform all the agreements and covenants required to be observed or performed by the District contained herein and in the Notes and all payment obligations due and owing under Section 8.03 hereof.

*Section 5.02. Power to Issue the Notes.* The County is duly authorized to execute and deliver the Notes on behalf of the District. The District is duly authorized to execute and deliver this Agreement. The Notes and the provisions of this Agreement are and will be the legal, valid

and binding obligations of the District and the County, as applicable, in accordance with their terms. It is intended that the proceeds of the Notes shall be applied to refund Judgments and such Judgments will constitute obligations imposed by law.

*Section 5.03. Prosecution and Defense of Suits.* The District shall defend against every suit, action or proceeding at any time brought against the District or the County, as applicable, upon any claim to the extent involving the failure of the District or the County, as applicable, to fulfill its obligations hereunder and under the Notes; provided, however, that the Purchaser, or any Owner of the Notes at its election may appear in and defend any such suit, action or proceeding.

*Section 5.04. District Budgets.* The District shall in each Fiscal Year to the best of its efforts include in its budget including by budget amendments amounts sufficient to pay the principal of and interest on the Notes coming due in such Fiscal Year.

*Section 5.05. Reserved.*

*Section 5.06. Accuracy of Information.* All certificates, reports, financial statements, documents and other written information furnished by the District to the Purchaser, pursuant to this Agreement, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement, shall, at the time the same shall be so furnished taken as a whole, (i) be complete and correct in all material respects, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which the same were made, and the furnishing of the same to the Purchaser shall constitute a representation and warranty by the District to that effect.

*Section 5.07. Financial and Other Reports.* As soon as publicly available and in any event within 270 days after the end of each Fiscal Year, the District shall furnish the complete AAFR of the District, certified as to the fairness of presentation and conformity with general accepted accounting principles by a recognized firm of independent certified public accountants; *provided* that the requirement to provide any such copy to the Purchaser shall be satisfied if such copy is publicly available on EMMA.

*Section 5.08. Compliance Certificate and Additional Information.* (a) With each Request for Purchase, the District shall furnish a Compliance Certificate of a Designated District Representative in the form attached hereto as Exhibit B stating whether, to such representative's knowledge, there exists on the date of such certificate any Default or Event of Default and, if any Default or Event of Default is then known to exist, setting forth the details thereof and the action which the District is taking or proposes to take with respect thereto;

(b) As soon as available, and in any event within 90 days following approval thereof, the final, adopted budget of the District;

(c) (A) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within ten (10) Business Days thereafter, a certificate signed by a Designated District Representative specifying in reasonable detail the nature and period of

existence thereof and what action the District has taken or proposes to take with respect thereto; and (B) promptly following a written request of the Purchaser, a certificate of a Designated District Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement;

(d) As promptly as practicable, written notice to the Purchaser of all actions, suits or proceedings pending or threatened against the District (other than litigation related to Assem. Bill No. 218 (2019-2020 Reg. Sess.)) in court or before any arbitrator of any kind or before any governmental authority which could reasonably be expected to result in a Material Adverse Effect;

(e) Within five (5) Business Days of any request by the Purchaser, the District shall provide the Purchaser with its updated cash flows for Fiscal Year 2024-2025; and

(f) From time to time such additional information regarding the financial condition of the District as the Purchaser may reasonably request, subject to non-disclosure of non-public information including under an asserted work-product privilege, attorney-client privilege, governmental privilege, or deliberative process privilege.

*Section 5.09. Events of Default.* Promptly upon obtaining knowledge thereof, the District and the County will notify the Purchaser of the occurrence of any Event of Default, specifying the details of such Event of Default and the action that the District proposes to take with respect thereto.

*Section 5.10. Books, Records.* At the Purchaser's expense (unless and until a Default or Event of Default has occurred at which time such expenses shall be borne by the District), the District will permit, during normal business hours and from time to time, upon reasonable prior notice, the Purchaser or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the District (except records and books of accounts the examination of which by the Purchaser is prohibited by law or contractual obligation), and to discuss the affairs, finances and accounts of the District with any appropriate representative of the District or the District's independent public accountants; *provided* that unless an Event of Default has occurred and is continuing, no more than two such examinations may be made by the Purchaser per fiscal year of the District.

*Section 5.11. Other Obligations.* The District will comply with and observe all obligations and requirements set forth in the District TRANs Resolution and all statutes and regulations binding upon it in which noncompliance or nonobservance could reasonably be expected to have a Material Adverse Effect.

*Section 5.12. Responsibilities under Related Documents.* The District shall take all actions as may be reasonably requested by the Purchaser to enforce the obligations under the Related Documents of each of the other parties thereto.

*Section 5.13. Book Entry Eligibility.* The District covenants that at all times from and including the Closing Date until and including the payment in full of the Notes (so long as this Agreement is effective and/or the Purchaser or any of its Affiliates own all or any portion of the

Notes), the District shall not cause the Notes to be registered with DTC's book-entry delivery services without the Purchaser's prior written consent.

*Section 5.14. Further Assurances.* The District shall, upon the request of the Purchaser, from time to time, execute and deliver and, if necessary, file, register and record such further amendments, confirmation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Agreement and the other Related Documents.

*Section 5.15. Maintenance of Insurance.* The District shall maintain insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is required by law or is deemed by the District to be prudent.

*Section 5.16. Bond Ratings.* (a) The District shall at all times maintain a rating on its long-term unenhanced general obligation bonds from at least one Rating Agency.

(b) For avoidance of doubt, the District shall not maintain any ratings associated with this Agreement.

*Section 5.17. Amendments to Related Documents.* Without the prior written consent of the Purchaser, neither the District nor the County will agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document that affects the rights, interests, security or remedies of the Purchaser hereunder; *provided* that the District may (i) provide for the issuance of one or more Series of Notes to be issued to the Purchaser and (ii) otherwise amend or supplement any Related Document in accordance with its terms so long as such amendment or supplement could not reasonably be expected to materially affect the rights, interests, security or remedies of the Purchaser or the District's obligations under the Notes or under Section 8.03 hereof.

*Section 5.18. Fiscal Year.* The District shall not adopt any change in its Fiscal Year without giving prior written notice of such change to the Purchaser.

*Section 5.19. Sanctions; Anti-Money Laundering Laws and Anti-Corruption Laws.* The District and the County shall comply in all material respects with, and cause each officer, director and agent acting on behalf of the District and the County, as applicable, with respect to the obligations under this Agreement or any of the other Related Documents to comply in all material respects with, all applicable Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws, and shall ensure any of the proceeds of any credit extended hereunder are not used in contravention thereof.

*Section 5.20. Use of Proceeds.* (a) The District shall use the proceeds of the Notes solely as set forth herein and under the District TRANs Resolution.

(b) The District shall not use any portion of the proceeds of the Notes for the purpose of carrying or purchasing any Margin Stock and shall not incur any Debt which is to be reduced, retired or purchased by the District out of such proceeds.

*Section 5.21. Compliance with Laws.* The District will comply with all laws, statutes and regulations binding upon it, including Sanctions, Anti-Money Laundering Laws, and Anti-Corruption Laws, noncompliance with which would materially adversely affect the District's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents.

*Section 5.22. References to the Purchaser.* Except as may be required by law (including federal and state securities laws), the District will not include any information concerning the Purchaser (other than identifying the Purchaser as a party to its contracts with the District) that is not supplied in writing, or otherwise consented to, by the Purchaser expressly for inclusion therein, in any written or published materials (other than the District's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Purchaser; *provided* that, without the prior written consent of the Purchaser, the District may identify the Purchaser as a party to this Agreement, the Commitment, the Commitment End Date and the Maturity Date, in other disclosure documents of the District, so long as no other information relating to the Agreement, or the Purchaser is disclosed in such offering documents without the prior written consent of the Purchaser.

*Section 5.23. Existence, Etc.* The District and the County agree that it will maintain its existence as a political subdivision under its charter and the laws of the State.

*Section 5.24. Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees.* The District shall permit the Purchaser to disclose the financial information received by it pursuant to this Agreement to each Participant and Non-Purchaser Transferee pursuant to Section 8.05 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

*Section 5.25. Other Agreements.* In the event that the District has or shall enter into or otherwise consent to any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder's agreement), bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make loans to the District in connection with the Judgments, or to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt relating to the Judgments (each a "*Bank Agreement*"), the District shall provide notice to the Purchaser.

*Section 5.26. Security; Set Asides.* (a) In furtherance of the security provisions specified in the Resolutions and the Notes, as security for the payment of the principal of and interest on the Notes, as required by the Purchaser (in its sole and absolute discretion) and as set forth in each Request for Purchase, the District covenants to deposit (and maintain) in trust for the registered owners of the Notes in a special account designated as the "[\_\_\_\_\_] School District 2024-2025 Tax and Revenue Anticipation Note Repayment Account" (the "*Repayment Account*"):

(i) on April 30, 2025, immediately available monies in an amount equal to the sum of (A) fifty percent (50%) of the outstanding principal amount of all Series of Notes that may be issued



under the Commitment (i.e., \$125,000,000) plus (B) the sum of (1) the actual amount of interest accrued on the outstanding Notes through and including April 15, 2025, and (2) fifty percent (50%) of the amount of interest that could accrue from and including April 16, 2025, to and including the Maturity Date based upon the maximum amount of the Notes that may be issued under the Commitment calculated at the Maximum Interest Rate; and

(ii) on May 31, 2025, immediately available monies in an amount equal to the sum of (A) one hundred percent (100%) of the outstanding principal amount of all Series of Notes that may be issued under the Commitment (i.e., \$250,000,000) plus (B) the sum of (1) the actual amount of interest accrued on the outstanding Notes through and including May 15, 2025, and (2) one hundred percent (100%) of the interest that could accrue from and including May 16, 2025, to and including the Maturity Date based upon maximum amount of the Notes that may be issued under the Commitment calculated at the Maximum Interest Rate,

in each case, from the first Unrestricted Revenues to be received by the District during each such period set forth in each Request for Purchase and the related Note Purchase Confirmation and ending on the Maturity Date.

(b) In the event that there have been insufficient Unrestricted Revenues received by the District by the end of any such period, then the amount of any deficiency in the Repayment Account shall be satisfied and made up from the first Unrestricted Revenues thereafter received by the District. As provided in Section 53856 of the California Government Code, the Notes and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Notes shall be general obligations of the District and, to the extent not paid from the Pledged Revenues, shall be paid with interest thereon from any other Unrestricted Revenues. As security for the payment of the Notes and the interest thereon, the District has covenanted in the District TRANs Resolution to deposit or cause to be deposited in the Repayment Account, in trust for the registered owners of the Notes, no later than the end of each period as specified above, the amount of Unrestricted Revenues specified above. In the event that there have been insufficient Unrestricted Revenues received by the District by the end of any such period, then the amount of any deficiency in the Repayment Account shall be satisfied and made up from the first Unrestricted Revenues thereafter received by the District. In the District TRANs Resolution, as security for the payment of the Notes and the interest thereon, the District has pledged and granted a lien on and a security interest the amounts on deposit in the Repayment Account, and said amounts shall not be used for any other purpose until the Notes and the interest thereon have been paid in full or such payment has been duly provided for.

*Section 5.27. Additional Notes.* The District shall not issue any tax and revenue anticipation notes in Fiscal Year 2024-2025 that have set asides payable or required to be deposited by the District prior to May 31, 2025, to any Person other than to the Purchaser unless reasonably agreed to by the Purchaser.

*Section 5.28. County TRANS Resolution Related Covenants.* The County has complied and will comply in all respects with the obligations of the County in connection with the issuance of the Notes and the Repayment Account contained in the County Resolution and the Notes.

## ARTICLE VI

### EVENTS OF DEFAULT

*Section 6.01. Events of Default.* If one or more of the following events shall have occurred and be continuing, each shall each constitute an Event of Default hereunder:

(a) (i) the District shall fail to pay principal of or interest on any Note when due, or (ii) the District shall fail to pay any other payment obligation under Section 8.03 hereof and such failure shall continue for three (3) Business Days; or

(b) any written representation, warranty, certification or statement made by the District in this Agreement or in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall (in any such case) have been incorrect or untrue in any material respect when made or deemed to have been made; or

(c) (i) the District shall default in the due performance or observance of any of the covenants set forth in Section 5.01, Section 5.06, Section 5.15, Section 5.16, Section 5.17, Section 5.20, Section 5.23, Section 5.26 or Section 5.27 hereof; or (ii) the County shall default in the due performance or observance of the covenant set forth in Section 5.28 hereof; or

(d) the District or the County shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement and such default shall remain unremedied for a period of sixty (60) days after the earlier of (i) the date on which such default shall first become known to any representative of the District or the County, as applicable, and (ii) notice of such occurrence is given by the Purchaser to the District or the County, as applicable; *provided* that so long as the District shall be proceeding with due diligence to remedy any default in the due performance or observance of such covenants which, if begun and prosecuted with due diligence, cannot be completed within a period of sixty (60) days, but can be cured, then such sixty (60) day period shall be extended to the extent as shall be necessary to enable the District or the County, as applicable, to begin and complete the remedying of such default through the exercise of due diligence but shall not exceed ninety (90) days from the earlier to occur of (i) the date on which such default shall first become known to any representative of the District or the County, as applicable, and (ii) written notice thereof is given by the Purchaser to the District or the County, as applicable; or

(e) (i) the District or the County shall commence a voluntary case or other proceeding, and in connection with such case or other proceeding, seek liquidation, reorganization, debt arrangement, dissolution or other relief with respect to itself or its

debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction, or become insolvent within the meaning of Section 101(32) of the Bankruptcy Code (or any successor provision), or shall take any action to authorize any of the foregoing; or (ii) declaration of moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction by a Governmental Authority of competent jurisdiction; or

(f) (i) a case or other proceeding shall be commenced against the District or the County and in connection with such case or other proceeding, a party shall seek liquidation, reorganization, debt arrangement, dissolution or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall either (A) be consented to or acquiesced in by the District or the County, as applicable, or (B) remain undismissed and unstayed for a period of sixty (60) days; (ii) all, or substantially all of the property of the District or the County shall be condemned, seized, or otherwise appropriated; or (iii) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the District or the County or an order for relief shall be entered against the District or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the District or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be; or

(g) (i) any material provision of this Agreement or any other Related Document relating to the District or the County, shall at any time for any reason cease to be valid and binding on the District or the County as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the District or the County; or (ii) the District or the County shall have taken or permitted to be taken any official action which would adversely affect the enforceability of this Agreement or any Related Document relating to the payment of the principal of or interest on the Note or the payment obligations under Section 8.03 hereof, or the security therefor or the District otherwise repudiates its obligation to pay the Notes or the other payment obligations under Section 8.03 hereof, or (iii) or the occurrence of a repeal, reenactment, amendment, modification or enactment of legislation, if such repeal, reenactment, amendment, modification or enactment, could reasonably be expected to have

a material adverse effect on the ability of the District to pay the Notes or the payment obligations under Section 8.03 hereof;

(h) dissolution or termination of the existence of the District or the County; or

(i) the District shall (i) fail to make any payment on any Material District Debt (other than a Note purchased pursuant to this Agreement) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material District Debt; or (ii) failure to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any Material District Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period (without regard to any subsequent amendment, waiver or forbearance with respect thereto unless the District certifies such amendment, waiver or forbearance was obtained without conditions or the Purchaser also benefits from such condition, in its reasonable discretion), if any, specified in such agreement or instrument, and such failure permits or results in the acceleration of such Material District Debt; or (iii) any Material District Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the standard maturity thereof; *provided, however,* that in the case of clause (i), (ii) or (iii) any failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material District Debt; *provided, further,* that notice shall be given promptly by the Purchaser (and in any event within three (3) Business Days after the Purchaser shall have actual knowledge thereof) to the District of the occurrence of any failure permitting the acceleration of Material District Debt as provided in clause (ii) above but the Purchaser's failure to provide such notice to the bond trustee shall not prevent such failure permitting the acceleration of Material District Debt as provided in clause (ii) above from constituting an Event of Default hereunder; or

(j) (i) the District shall default in the due performance or observance of any material term, covenant or agreement contained in any of the Related Documents and the same shall not have been cured within any applicable cure period; *provided* that the District had received the requisite notice of such default, if applicable; or (ii) any "Event of Default" as defined in any of the Other Bank Agreements shall have occurred; or

(k) a legislative or regulatory body with competent jurisdiction shall declare a financial emergency with respect to the District and shall appoint or designate with respect to the District, an entity such as an organization, board, commission, authority, agency or body to manage the affairs and operations of the District; or

(l) any Rating Agency shall have downgraded the rating on any unenhanced general obligation bond of the District to below "Baa3" (or its equivalent) by Moody's, "BBB-" (or its equivalent) by S&P, or "BBB-" (or its equivalent) by Fitch or any of

Moody's, S&P, or Fitch shall have withdrawn or suspended its rating on any lease revenue bonds of the District, but not as a result of debt maturity, defeasance, non-application for a rating, non-provision of information or a downgrade of a third party credit enhancer and excluding any withdrawal or suspension of any such rating if S&P, Fitch, or Moody's, as applicable, stipulates in writing that the rating action is being taken for non-credit related reasons; or

(m) one or more final, non-appealable judgments or orders for the payment of money in the aggregate amount of \$65,000,000 or more shall be rendered against the District (excluding those in relation to the Judgments) and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; *provided* that any such judgment shall be deemed to be satisfied for purposes of this Section 6.01(m) if it is being paid by the District in installments pursuant to a settlement agreement.

*Section 6.02. Remedies upon Event of Default.* If an Event of Default specified in Section 6.01 hereof shall occur and be continuing, the Purchaser may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) The Purchaser (i) may, by notice to the District, terminate the Commitment to the Purchase of Notes, and the Commitment to the Purchase of Notes shall thereupon terminate, and (ii) may, by notice to the District demand that the Notes, be immediately due and payable by the District and the District shall thereupon be obligated to pay immediately the outstanding principal amount of such Notes (together with accrued interest thereon), without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the District; *provided* that in the case of any of the Events of Default specified in Section 6.01(e), Section 6.01(f) or 6.01(h) hereof, without any notice to the District or any other act by the Purchaser, the Commitment shall thereupon immediately terminate and the Notes and the other payment obligations under Section 8.03 hereof, as applicable, shall immediately be deemed to be due for payment by the District and the District shall be obligated to pay immediately the outstanding principal amount of the Notes and the other payment obligations under Section 8.03 hereof, as applicable (together with accrued interest thereon) and with all other amounts then owing hereunder, in each case, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the District;

(b) The Purchaser shall also be entitled to exercise any and all other rights and remedies available at law or in equity. Promptly following the taking of any action or the occurrence of any event or condition referred to above, the Purchaser shall give notice thereof to the District, but the failure to give any such notice or any delay in giving any such notice shall not impair the validity or effect of any action or event or condition referred to above; or

(c) If at any time after such acceleration and before any judgment or decree for the payment of money with respect thereto has been entered all amounts payable to the Purchaser hereunder on the Notes subject to acceleration under this Section 6.02 (except

interest on or principal of the Notes which are due solely by reason of such acceleration) shall have been paid or provided for by deposit with the Purchaser and all existing Events of Default shall have been cured or waived, then the Purchaser may annul such acceleration and its consequences by written notice to the District, which annulment shall be binding upon the District and the Purchaser, but no such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(d) Additionally, from and after the occurrence and during the continuance of an Event of Default, all amounts owing to the Purchaser and all amounts owing to the Noteholders hereunder and amounts owing on any Notes, as applicable, and all payment obligations of the District under Section 8.03 hereof shall bear interest at the Default Rate.

## ARTICLE VII

### RESERVED

## ARTICLE VIII

### MISCELLANEOUS

*Section 8.01. Notices.* All notices, requests, consents and other communications to either party hereunder shall be in writing (including bank wire, facsimile transmission or similar writing) and shall be given to such party at its address or facsimile number set forth on the signature page hereof or at such other address or facsimile number as such party may hereafter specify for the purpose by at least five (5) Business Days' prior notice to the other party, unless otherwise described herein. Each such notice, request, consent or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section and the appropriate answerback is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered at the address specified in this Section; *provided* that notices to the Purchaser under Article II or Article VII shall not be effective until received.

|            |                                                                                                                                                                                       |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purchaser: | Royal Bank of Canada<br>3 World Financial Center, 200 Vesey Street<br>New York, NY 40281<br>Attention: Laurent Mastey<br>Telephone: (212) 428-6534<br>Email: Laurent.mastey@rbccm.com |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                              |
|----------------------|------------------------------|
| Wiring instructions: | <b>[Wiring Instructions]</b> |
|----------------------|------------------------------|

If to the District: Los Angeles Unified School District  
 333 South Beaudry Avenue, 26th Floor  
 Los Angeles, California 90017  
 Attention: Chief Business Officer  
 Facsimile: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

If to the County: County of Los Angeles, California  
 500 West Temple Street, Room 432  
 Los Angeles, California 90012  
 Attention: Treasurer and Tax Collector  
 Facsimile: (213) 625 2249  
 Telephone: (213) 974 7175

*Section 8.02. No Waivers.* No course of dealing and no delay or failure of the Purchaser in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Purchaser under this Agreement are cumulative and not exclusive of any rights or remedies which the Purchaser would otherwise have under any Related Documents, at law or in equity.

*Section 8.03. Expenses; Documentary Taxes; Indemnification.* (a) The District shall pay (i) reasonable out-of-pocket expenses of the Purchaser, including reasonable fees and disbursements of counsel for the Purchaser, in connection with the preparation of this Agreement, any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, (ii) reasonable out-of-pocket expenses incurred by the Purchaser, including reasonable fees and disbursements of counsel, in connection with any Default or Event of Default, and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom and any workout or restructuring or negotiations in connection with the Notes. The District shall, to the extent permitted by law, indemnify and hold the Purchaser harmless (on a net after tax basis) from any present or future claim or liability for any transfer taxes, documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the Notes.

(b) To the fullest extent permitted by applicable law, the District agrees to indemnify the Purchaser and each Noteholder and hold the Purchaser and each Noteholder harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind, including, reasonable attorney fees, which may be incurred by the Purchaser or such Noteholder by reason of the District's adoption of the District TRANs Resolution or the execution, delivery or performance by the District of this Agreement or any other Related Document and the use or proposed use of proceeds of the Notes; *provided* that the Purchaser or such Noteholder shall not have the right to defense or be indemnified hereunder for its own gross negligence or willful misconduct. The agreements and obligations of the District contained in this Section shall survive the termination

of this Agreement and the payment in full of the Notes and the obligations of the District thereunder and hereunder subject to any applicable statute of limitations and limited to liabilities, losses, damages, costs and expenses arising from this Agreement.

(c) To the fullest extent permitted by applicable law, the District shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against the Purchaser or any Noteholder on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Notes, or the use of the proceeds thereof. Neither the Purchaser nor any Noteholder shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by the Purchaser or such Noteholder through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of the Purchaser or any Noteholder as determined by a final and non-appealable judgment of a court of competent jurisdiction.

*Section 8.04. Amendments and Waivers.* Any provision of this Agreement, including as applied to the Notes, may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the County, the District and the Purchaser, and unless, the Commitment shall have terminated, any party holding all or any portion of the Commitment; *provided* that no such amendment or waiver shall (i) increase the Commitment or shorten the duration of the Commitment or affect any right or remedy to terminate the Commitment without the written consent of each party affected thereby, (ii) reduce the principal amount of any Note or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Noteholder affected thereby; (iii) postpone the scheduled date of payment of the principal amount of Note, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, without the written consent of each Noteholder affected thereby, or (iv) change any of the provisions of this Section.

*Section 8.05. Successors and Assigns.*

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the District, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns as set forth herein. The District may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Notes and the Related Documents in accordance with the provisions of paragraph (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. The Purchaser does not intend to assign its obligations to Purchase the Notes pursuant to the terms of this Agreement, and, notwithstanding anything to



the contrary set forth herein, the Purchaser may not assign its obligations to Purchase the Notes pursuant to the terms of this Agreement without the prior written consent of the District in its sole discretion. In addition, were the Purchaser to become a Noteholder, it (i) shall intend to hold any Notes for its own account and for an indefinite period of time, and (ii) shall hold any Notes for its own account and for an indefinite period of time and shall not dispose of all or any part of such Notes except to the extent as may be provided for in Section 8.05(b), 8.05(c) or 8.05(d) below.

(b) *Sales and Transfers by Noteholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees each of which constitutes (i) an Affiliate of the Noteholder or (ii) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each an “Assignee”) all or a portion of the Notes if (A) written notice of such sale or transfer, including that such sale or transfer is to an Assignee, together with addresses and related information with respect to the Assignee, shall have been given to the District and the Purchaser (if different than the Noteholder) by such selling Noteholder and the Assignee and (B) each Assignee shall have delivered to the District and the selling Noteholder, an investment letter in substantially the form delivered by the Purchaser on the Closing Date and attached hereto as Exhibit C (the “Investor Letter”).

(c) *Participations.* (i) The Purchaser shall have the right to grant participations in all or a portion of the Purchaser’s interest in the Notes, this Agreement and the other Related Documents (on a participating basis but not as a party to this Agreement or any other Related Document, each, a “Participation”)) to one or more other banking institutions, without the consent of the District (each, a “Participant”); *provided*, that the Purchaser shall give the District notice of the grant of any Participation upon the effectiveness thereof.

(ii) Unless not legally entitled to do so:

(A) each Assignee or Participant, if requested by the District in writing, shall deliver such forms or other documentation prescribed by applicable law or reasonably requested by the District as will enable the District to determine whether or not such Assignee or Participant is subject to backup withholding or information reporting requirements;

(B) any foreign Assignee or Participant that is entitled to an exemption from or reduction of any Taxes with respect to payments hereunder or under any other Related Document shall deliver to the District, on or prior to the date on which it becomes an Assignee or a Participant under this Agreement (and from time to time thereafter, as may be necessary in the determination of the District, each in the reasonable exercise of its sole discretion), such properly completed and duly executed forms or other documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding;

(C) without limiting the generality of the foregoing, in the event that the District is a resident for tax purposes in the United States, any foreign Assignee or Participant shall

deliver to the District (in such number of copies as shall be requested by the District) on or prior to the date on which it becomes an Assignee or a Participant under this Agreement (and from time to time thereafter, as may be necessary in the determination of the District, in the reasonable exercise of its sole discretion), whichever of the following is applicable:

(1) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(2) properly completed and duly executed copies of Internal Revenue Service Form W-8ECI,

(3) in the case of a foreign Assignee or Participant claiming the benefits of the exemption “portfolio interest” under Section 881(c) of the Internal Revenue Code, (A) a duly executed certificate to the effect that such foreign Assignee or Participant is not (i) a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (ii) a ten-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code) of the District or (iii) a controlled foreign corporation described in Section 881(c)(3)(C) of the Internal Revenue Code and (B) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN; and

(4) properly completed and duly executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in any Taxes, in each case together with such supplementary documentation as may be prescribed by applicable law to permit the District to determine the withholding or deduction required to be made, if any;

(D) without limiting the generality of the foregoing, in the event that the District is resident for tax purposes in the United States, any foreign Assignee or Participant that does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to the Purchaser under this Agreement (for example, in the case of a typical participation by the Purchaser) shall deliver to the District (in such number of copies as shall be requested by the District), on or prior to the date such foreign Assignee or Participant becomes an Assignee or a Participant, or on such later date when such foreign Assignee or Participant ceases to act for its own account with respect to any portion of any such sums paid or payable, and from time to time thereafter, as may be necessary in the determination of the District (each in the reasonable exercise of its sole discretion):

(1) duly executed and properly completed copies of the forms and statements required to be provided by such foreign Assignee or Participant under clause (c) of this Section 8.05 to establish the portion of any such sums paid or payable with respect to which the Assignee or Participant acts for its own account and may be entitled to an exemption from or a reduction of the applicable Taxes, and

(2) duly executed and properly completed copies of Internal Revenue Service Form W-8IMY (or any successor forms) properly completed and duly executed by such foreign Participant, together with any information, if any, such foreign Participant chooses to transmit with such form, and any other certificate or statement of exemption required under the Internal Revenue Code or the regulations thereunder, to establish that such foreign Assignee or Participant is not acting for its own account with respect to a portion of any such sums payable to such foreign Assignee or Participant;

(E) without limiting the generality of the foregoing, in the event that the District is resident for tax purposes in the United States, the Assignee or Participant that is not a foreign Participant and has not otherwise established to the reasonable satisfaction of the District that it is an exempt recipient (as defined in Section 6049(b)(4) of the Internal Revenue Code and the United States Treasury Regulations thereunder) shall deliver to the District (in such number of copies as shall be requested by the District) on or prior to the date on which the Assignee or Participant becomes an Assignee or a Participant under this Agreement (and from time to time thereafter as prescribed by applicable law or upon the written request of the District), duly executed and properly completed copies of Internal Revenue Service Form W-9; and

(F) without limiting the generality of the foregoing, each Participant shall, from time to time after the initial delivery by the Assignee or Participant, as applicable, of such forms, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence so delivered obsolete or inaccurate in any material respect, promptly (1) deliver to the District two original copies of renewals, amendments or additional or successor forms, properly completed and duly executed by the Participant, as applicable, together with any other certificate or statement of exemption required in order to confirm or establish that such Assignee or Participant is entitled to an exemption from or reduction of any Taxes with respect to payments to such Assignee or Participant, as applicable, under this Agreement and, if applicable, that such Participant does not act for its own account with respect to any portion of such payment, or (2) notify the District of its inability to deliver any such forms, certificates or other evidence.

(d) *Certain Pledges.* The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under the Notes, this Agreement and the Related Documents to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank, the United States Treasury or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

*Section 8.06. Governing Law; Venue.* (a) This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles that would require the application of different governing law.

(b) All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court located in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts and waive any defense of forum non conveniens. If for any reason no State or Federal court sitting in the County of Los Angeles can and will accept jurisdiction over any such suit, action or proceeding, then the exclusivity of jurisdiction in such courts in the County of Los Angeles shall not apply and such suit, action or proceeding may be brought in any other state or federal court in the State of California which will accept jurisdiction over such matter. Notwithstanding anything in this Agreement to the contrary, no action, suit or other proceeding may be maintained against the District or the County unless notice and presentment of such claim shall have been given in accordance with the procedural laws of the State of California and the County of Los Angeles. Service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section .8.01 hereof; provided, however, that service of process with respect to the District shall be made to the Executive Officer Clerk of the Board of Education and that service of process with respect to the County shall be made to the Executive Officer Clerk of the Board of Supervisors.

*Section 8.07. Counterparts; Integration.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

*Section 8.08. Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 8.09. Severability.* The invalidity or unenforceability of anyone or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

*Section 8.10. Government Regulations.* The Purchaser is subject to the Patriot Act (as hereinafter defined) and hereby notifies the District that pursuant to the requirements of the USA Patriot Act Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "*Patriot Act*"), it is required to obtain, verify and record information that identifies the District, which information includes the name and address of the District and the County and other information that will allow the Purchaser, to identify the District and the County in accordance with the Patriot Act. The District and the County shall promptly provide such information on request by the Purchaser. The District and the County hereby agree (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("*OFAC*"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Purchaser from making any advance or extension of credit to the District or the County or from otherwise conducting business with the District or the County and (b) to ensure that the proceeds of the Notes shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

*Section 8.11. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the District and the County acknowledge and agree that: (a)(i) the services regarding this Agreement provided by the Purchaser are arm's-length commercial transactions among the District and the County, on the one hand, and the Purchaser, on the other hand, (ii) the District and the County have consulted its own legal, accounting, regulatory, tax, financial and other advisors to the extent it has deemed appropriate, and (iii) the District and the County are capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b)(i) the Purchaser is and has been acting solely as a principal for its own interests and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (municipal, financial or otherwise), agent or fiduciary, for the District and the County, and has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the District with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the District on other matters), (ii) the Purchaser has no obligation to the District or the County with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents, (iii) the only obligations the Purchaser has to the District and the County with respect to this transaction are set forth in this Agreement; and (iv) the Purchaser is not recommending that the District or the County take an action with respect to the transaction described in this Agreement and the other Related Documents; and (c) the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the District and the County, and the Purchaser has no obligation to disclose any of such interests to the District or the County.

*Section 8.12. Electronic Signatures.* The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties acknowledge and agree that this document and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("*PDF*") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this document. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. Notwithstanding the foregoing, the Purchaser may, in its sole and exclusive discretion, also require delivery of this document and any related documents, and any amendments or waivers hereto or thereto, with an original signature for its records and two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

*Section 8.13. Representation by Legal Counsel; Joint Preparation.* The parties hereto have participated jointly in the negotiation and drafting of this Agreement and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Agreement.

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

*Section 8.14. District Business Policies; Taxpayer Identification Number (TIN).* The Purchaser declares that its authorized U.S. Federal TIN is \_\_\_\_\_. No payment will be made under this Agreement without a valid TIN number.

*Section 8.15. Prior Understandings.* This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

*Section 8.16. Continuing Obligation.* The obligations of the District and the County under this Agreement shall continue until the later of the date this Agreement terminates and the date upon which all amounts owing to the Purchaser, each Noteholder and each Participant hereunder and under the Notes shall have been paid in full, *provided* that the obligations of the District to pay accrued but unpaid amounts pursuant to Article II and Article VIII hereof shall survive the termination of this Agreement. This Agreement shall be binding upon the District and the County and its successors and assigns and shall inure to the benefit of and be enforceable by the Purchaser and its successors, transferees and assigns, *provided* that the District and the County may not assign all or any part of this Agreement without the prior written consent of the Purchaser. Nothing contained in this Section shall be construed to be a waiver of any applicable statute of limitations.

*Section 8.17. US QFC Stay Rules.*

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as

applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

(c) *Definitions.* As used in this Section 8.17:

“*BHC Act Affiliate*” of a party means an “*affiliate*” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “*covered entity*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “*covered bank*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “*covered FSI*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Note Purchase Contract to be duly executed by their respective authorized officers as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROYAL BANK OF CANADA

By: \_\_\_\_\_  
Name: Laurent Mastey  
Title: Authorized Officer



**EXHIBIT A****FORM OF REQUEST FOR PURCHASE****[Date]**

To: Royal Bank of Canada  
 3 World Financial Center, 200 Vesey Street  
 New York, NY 40281

From: Los Angeles Unified School District

Re: Note Purchase Contract (the “*Agreement*”)  
 dated as of November [ ], 2024 among the County of Los Angeles, the  
Los Angeles Unified School District and the Purchaser

We hereby give notice, pursuant to Section 2.02(a) of the Agreement, of the following proposed Purchase of Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Notes, Series 2024[ ] (the “Series [ ] Note”):

Date of Purchase ..... **[Date]**  
 Principal Amount ..... **[\$xx,xxx,xxx]**  
 Amount of Notes Outstanding ..... **[\$xxx,xxx,xxx]**  
 Interest Payment Date ..... **Maturity Date**  
 Purchase Price/Par..... **[Date]**

The proceeds of such Purchase are to be transferred to the following account(s):

To: **[Third-Party Administrator Trustee]**  
**[Wiring Information to Come]**

The Rate for such Note is to be:  
 SOFR Index Rate

Attached hereto are executed copies of (1) the case number(s) and amount of the Judgment(s) to be funded, (2) an irrevocable instruction to the **[Third-Party Administrator Trustee]** executed by a Designated District Representative of the District to pay the Judgment Obligor(s) from proceeds of the Series [ ] Note, (3) invoices to pay costs of issuance, if any, and (4) the updated cash flows of the District.

Additionally, in connection with the Purchase requested hereby, the District proposes to pledge and grant a lien on and a security interest in an amount equal to \_\_\_\_\_ percent (\_\_\_%) of the principal amount of such Purchase and the interest thereon up to the Maximum Interest Rate (the “*Set Aside Amount*”) from the first Unrestricted Revenues as provided in the District TRANs Resolution and the Series [ ] Note. The District covenants to deposit or cause the Set Aside

Amount to be deposited in the Repayment Account, in trust for the registered owners of the Series [ ] Notes, no later than April 30, 2025 and May 31, 2025 in accordance with Section 5.26 hereof.

Terms used herein have the meanings assigned to them in the Agreement.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Accepted and Agreed to by:

ROYAL BANK OF CANADA

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT B****FORM OF COMPLIANCE CERTIFICATE**

This Compliance Certificate (this “*Certificate*”) is furnished to Royal Bank of Canada (the “*Purchaser*”) pursuant to the Note Purchase Contract dated as of November [ ], 2024 (the “*Agreement*”), among the County of Los Angeles, the Los Angeles Unified School District (the “*District*”) and the Purchaser. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned hereby certifies that:

1. They are a Designated District Representative of the District;
2. No Default or Event of Default has occurred and is continuing; and
3. There has been no material adverse change (in the reasonable judgment of the District and excluding in relation to the Judgments) in the financial condition of the District since [ ], 20\_\_, from that date set forth in the District’s Annual Audited Financial Report, as of, and for the period ended on, that date except as otherwise disclosed to the Purchaser in writing.

Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the District has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications in support hereof, are made and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LOS ANGELES UNIFIED SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

## FORM OF INVESTOR LETTER

\_\_\_\_\_, 2024

Los Angeles Unified School District  
333 South Beaudry Avenue, 26th Floor  
Los Angeles, California 90017

County of Los Angeles, California  
500 West Temple Street, Room 432  
Los Angeles, California 90012

**Re:** Not to Exceed \$250,000,000  
Los Angeles Unified School District  
2024-2025 Tax and Revenue Anticipation Notes

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced notes (the “Notes”), dated their date of issuance. The Notes were issued under and secured in the manner set forth in a Resolution of the District adopted by the Board on October \_\_, 2024 and a Resolution of the County by the County on November 19, 2024. Royal Bank of Canada (the “Purchaser,” the “undersigned,” “us” or “we,” as applicable) is purchasing the Notes pursuant to a Note Purchase Contract dated as of the date hereof, among the County, the District and the Purchaser. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the securities laws of any state nor has the Indenture been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.

4. The Purchaser is either a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act, or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The Purchaser has made its own inquiry and analysis with respect to the District, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the **County and the District**, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County and the District, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

7. The Notes are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser; or

(b) that the Purchaser reasonably believes to be a qualified institutional buyer or accredited investor and who executes an investor letter substantially in the form of this letter.

Very truly yours,

ROYAL BANK OF CANADA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D****FORM OF NOTE PRICING CONFIRMATION**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**2025-2025 TAX AND REVENUE ANTICIPATION NOTES**  
**SERIES [ ] NOTE PURCHASE CONFIRMATION**

Principal Amount of Series [ ] Note:  
Date of Request to Purchase TRANS:  
Purchaser<sup>†</sup> (the “Series [ ] Purchaser”):  
Applicable Spread:  
Maturity Date:  
Purchase Date:  
Closing Date:  
Purchase Price (including costs of issuance, if any):  
Deposit to Proceeds Subaccount (net of costs of issuance):  
Deposit to Third-Party Administrator (net of costs of issuance):  
Deposit to Costs of Issuance Fund:

Repayment Months (Set Asides):

|                         |                |                                                                                                                                                     |
|-------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| First Repayment Month:  | April 30, 2025 | Percentage of total principal and interest due on Series [ ] Note at maturity in accordance with Section 5.26 of the Note Purchase Contract: _____% |
| Second Repayment Month: | May 31, 2025   | Percentage of total principal and interest due on Series [ ] Note at maturity in accordance with Section 5.26 of the Note Purchase Contract: _____% |

Interest on the Series [ ] Note shall bear interest on the outstanding principal amount thereof, for each day from the date such Series [ ] Note is purchased until said Maturity Date or redemption or earlier repayment prior to said Maturity Date, at a rate per annum equal to the sum of (i) the SOFR Index Rate plus (ii) the Applicable Spread as provided in the Agreement.

The Los Angeles Unified School District (the “District”) hereby directs that immediately upon the delivery of the Series [ ] Note, the proceeds thereof be transferred to [the third-party

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<sup>†</sup> May include an affiliate of Royal Bank of Canada.

administrator][the Proceeds Account established under the District TRANs Resolution], in each case to be disbursed to pay Judgment Obligees amounts due under related Judgments. It is acknowledged that the District has requested in accordance with the District TRANs Resolution that the Auditor-Controller of the County and the Los Angeles County Office of Education establish and hold in the funds or accounts of the District in the County treasury a special account designated the “Los Angeles Unified School District 2024-2025 Tax and Revenue Anticipation Note Repayment Account” (the “Repayment Account”), and to maintain the Repayment Account until the Notes and the interest thereon have been paid in full.

The Purchaser as defined in the Agreement, and the Series [ ] Purchaser, different, is in receipt of the District’s Compliance Certificate dated \_\_\_\_\_, 2025.

Capitalized terms used but not defined herein shall have the meanings set forth in the Note Purchase Contract, dated \_\_\_\_\_, 20\_\_, by and among the County, the District and Royal Bank of Canada.

In Witness Whereof, the District and the County have caused this Series [ ] Note Purchase Confirmation to be duly executed by their respective authorized officers as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ROYAL BANK OF CANADA

By: \_\_\_\_\_  
 Name: Laurent Mastey  
 Title: Authorized Officer

cc: County Treasurer



[Return to Order of Business](#)

11

# TAB 11



## Board of Education Report

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File #: Rep-050-24/25, Version: 1

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### Approval of Routine Personnel Actions

October 22, 2024

#### Human Resources Division

#### Action Proposed:

Approve 10,469 routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and approval of senior contracts) according to the following breakdown:

Classified: 6,577  
Certificated: 3,460  
Unclassified: 432

It is proposed that the following routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and senior management contracts) be approved.

SAP transaction numbers: 2952358 to 3885753

#### ROUTINE PERSONNEL ACTIONS

|                 | Total (this report)<br>(8/07/2024 to 9/16/2024) | Total<br>(Year-to-date) |
|-----------------|-------------------------------------------------|-------------------------|
| 1. Classified   | 6,577                                           | 84,749                  |
| 2. Certificated | 3,460                                           | 81,505                  |
| 3. Unclassified | <u>432</u>                                      | <u>11,431</u>           |
| <b>TOTAL</b>    | <b>10,469</b>                                   | <b>177,685</b>          |

#### BREAKDOWN OF ACTIONS:

| Actions                  | Classified | Certificated | Unclassified | Total |
|--------------------------|------------|--------------|--------------|-------|
| Hires                    | 927        | 618          | 7            | 1552  |
| Leaves/Paid              | 387        | 263          | 0            | 650   |
| Leaves/Unpaid            | 24         | 23           | 0            | 47    |
| Reassignments/Demotions  | 15         | 3            | 0            | 18    |
| Reassignments/Promotions | 150        | 245          | 0            | 395   |
| Reassignments/Transfers  | 477        | 330          | 14           | 821   |
| Retirements              | 42         | 21           | 0            | 63    |

| Actions                      | Classified | Certificated | Unclassified | Total |
|------------------------------|------------|--------------|--------------|-------|
| Separations/Non-Resignations | 529        | 485          | 364          | 1378  |
| Separations/Resignations     | 261        | 116          | 9            | 386   |
| Other Actions*               | 3765       | 1356         | 38           | 5159  |

\*Other actions include absences, conversion codes from legacy, change of pay, and change of work schedule and benefits.

**Background:**

This report is presented at each Board Meeting for approval of routine personnel actions.

**Expected Outcomes:**

Not applicable

**Board Options and Consequences:**

Specifically in regard to disciplinary action, a no vote may nullify the disciplinary action due to legal time constraints. A no vote impacts the timeliness of processing personnel actions for classified and certificated employees regarding their assignment, salary/rate, transfer, and new appointment and may be in conflict with procedural rights and benefits afforded them under applicable Education Code provisions, Personnel Commission Rules, District Policy, and respective Collective Bargaining Agreements (UTLA, AALA, Teamsters, Los Angeles School Police Sergeants and Lieutenants Association). Employees have procedural rights that are based on their status (permanent or probationary) associated with the specific personnel action being submitted and the respective rights available to them in accordance with the above. Additionally, based on Personnel Commission Rules, permanent classified employees have rights to appeals.

**Policy Implications:**

Not applicable

**Budget Impact:**

Cost Neutral

**Student Impact:**

Not applicable

**Equity Impact:**

Not applicable

**Issues and Analysis:**

All actions affecting classified personnel and apprentice personnel reported herein are in accordance with Section 45123-45125, 45135, and 45240-45318 of the Education Code and with the Rules of the Personnel Commission.

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File #: Rep-050-24/25, Version: 1

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**Attachments:**

Attachment A: Administrative Regulations 4214

Attachment B: Number of Routine Personnel Actions

Attachment C: Routine Personnel Actions

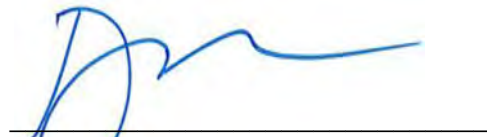
Attachment D: Senior Management Contracts

**Informatives:**

Not applicable

**Submitted:**

09/23/24

**RESPECTFULLY SUBMITTED:**  
ALBERTO M. CARVALHO  
Superintendent**APPROVED & PRESENTED BY:**  
FRANCISCO J. SERRATO  
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:**  
NORBERTO DELGADILLO  
Deputy Chief Business Officer, Finance☒ Approved as to budget impact statement.**CERTIFIED BY:**  
DAVID GRECO  
Personnel Director  
Personnel Commission

Los Angeles Unified School District  
Human Resources Division

ATTACHMENT A

**DATE: 9/19/2024**

ADMINISTRATIVE REGULATION: 4214    SAP Transaction #2952358-3885753

Each AR 4214 request has been reviewed and approved by a designee of the Superintendent.

| TRANS#    | NAME | FROM<br>CLASS/LOCATION | TO<br>CLASS | LOCATION |
|-----------|------|------------------------|-------------|----------|
|           |      |                        |             |          |
| COMMENTS: |      |                        |             |          |

NONE

Reasons For ESC Selection:

- 1. Special skills/special need (e.g. bilingual, school continuity, instructional expertise in literacy or math)
- 2. ESC recommends current limited acting incumbent
- 3. Reduction-in-Force (RIF)
- 4. Reassignment due to position closure/norm enrollment loss

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Personnel Commission

ATTACHMENT B

**NUMBER OF ROUTINE PERSONNEL ACTIONS**

This attachment addresses the total number of classified personnel actions (6,577) on the Board of Education Routine Personnel Actions Report for the October 22, 2024 meeting.

The following table represents a breakdown of the new hire, reassignment, and rehire actions for the October 22, 2024 board report for the period of August 7, 2024 to September 16, 2024.

**Hire Data:**

As presented in the attached table, the total number of classified hire and reassignment actions for the period of August 7, 2024 to September 16, 2024, is 3,776 of which 3,073 (81%) are rehires or reassignments, and 703 (19%) are new hires (comprised of regular/permanent, restricted, returnee retirees, substitutes, and temporary positions). With the exception of 215 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 129 regular/permanent new hires consist of: Accounting Technician II (3), Administrative Analyst , Assistant General Counsel II, Building and Grounds Worker (8), Bus Park Attendant , Class "A" Commercial Truck Driver , Contract Administration Analyst , CTEIG-Linked Learning Coordinator , Electrician (5), Environmental Health Specialist (2), Environmental Planning Specialist , Floor Covering Installer , Food Production Assistant (2), Food Service Worker (16), Glazier , Hand Grader , Heating and Air Conditioning Fitter , Heavy Duty Bus-Truck Mechanic (2), Information Systems Business Analyst , Instructional Aide (Transitional Kindergarten) & (Restricted) , Instructional Aide for Students Who Are Deaf and Hard-of-Hearing-Signing , Insurance Technician , Interpreter Aide (Spanish Language) , IT Support Technician , Library Aide (18), Light Bus Driver (6), Locksmith (2), Naturalist , Network Systems Engineer , Nutrition Specialist , Office Technician (10), Operating Systems Specialist , Painter (4), Paralegal , Parent Education Support Assistant (Spanish Language) , Plumber (3), Police Officer (5), School Facilities Attendant (Restricted) , Senior Asbestos Abatement Worker (3), Senior Office Technician (5), Senior Programmer Analyst (Oracle) , Sign Language Interpreter (2), Speech Language Pathology Assistant (2), Staff Assistant to Board Members I , Toolkeeper , Vocation and Transition Assistant (2), Welder , Workers' Compensation Claims Processing Specialist.

The following regular/permanent positions have been filled by promotional employees:

Administrative Assistant , Administrative Secretary I , Administrative Staff Aide (2), Area Facilities Services Director , Area Operations Supervisor (3), Assistant Area Bus Supervisor (2), Assistant Contract Administration Analyst , Assistant Plant Manager I (3), Associate General Counsel I , Building and Grounds Worker (4), Carpenter (2), Construction Manager (4), Continuation School Office Manager (2), Counselor Aide , Director of Payroll Administration , Early Education Center Office Manager (3), Earthwork and Paving Inspector , Facilities Asset Development Director , Financial Analyst , Fiscal Specialist (2), Food Service Manager I (8), Food Service Manager II , Food Service Manager IV (2), Garage Attendant (3), Garage Supervisor , Health Care Assistant , Hearing Secretary , Information Resources Support Assistant , Information Systems Business Coordinator (2), Information Technology Support Assistant , Insurance Technician (2), IT Electronics Communications Supervisor , IT Support Technician , Library Aide , Lieutenant , Maintenance Worker , Office Technician (2), Operations

Program Manager , Outdoor Education Center Maintenance Worker , Out-of-School Program Supervisor and (Restricted) (6), Paralegal , Payroll Administration Manager , Payroll Specialist II , Plant Manager I (5), Plant Manager II , Plant Manager III (2), Radio Communications Supervisor , Regional Construction Director , School Administrative Assistant (7), Senior Carpenter (2), Senior Early Childhood Education Division Fiscal Technician , Senior Financial Manager , Senior Fiscal Specialist , Senior Food Service Worker (16), Senior Insurance Technician , Senior IT Electronics Communications Technician , Senior Office Technician (9), Senior Payroll Specialist (CPOS) , Senior Police Officer (6), Senior Secretary , Senior Sustainability Specialist , Special Education Assistant (8), Tractor Mower Operator , Tractor Operator , Vocation and Transition Assistant , Workers' Compensation Claims Processing Specialist.



| Hire Data of All Classified Employees                            |      |               |       |                   |      |              |      |                |
|------------------------------------------------------------------|------|---------------|-------|-------------------|------|--------------|------|----------------|
| From August 7, 2024 to September 16, 2024                        |      |               |       |                   |      |              |      |                |
| By New Hire, Reassignment, and Rehire                            |      |               |       |                   |      |              |      |                |
| Classification                                                   | Prov | Reg /<br>Perm | Restr | Return<br>Retiree | Subs | Temp<br>1GXX | Temp | Grand<br>Total |
| NEW HIRE                                                         |      |               |       |                   |      |              |      |                |
| Accounting Technician II                                         |      | 3             |       |                   |      |              |      | 3              |
| Administrative Analyst                                           |      | 1             |       |                   |      |              |      | 1              |
| Assistant General Counsel II                                     |      | 1             |       |                   |      |              |      | 1              |
| Athletics Assistant                                              |      |               |       |                   | 25   |              |      | 25             |
| Building and Grounds Worker                                      |      | 8             |       |                   | 12   |              |      | 20             |
| Bus Driver Trainee                                               |      |               |       |                   | 1    |              |      | 1              |
| Bus Park Attendant                                               |      | 1             |       |                   |      |              |      | 1              |
| Campus Aide<br>(Female/Restricted)                               |      |               | 1     |                   | 1    |              |      | 2              |
| Campus Aide<br>(Male/Restricted)                                 |      |               | 1     |                   |      |              |      | 1              |
| Campus Aide (Restricted)                                         |      |               | 40    |                   | 25   |              |      | 65             |
| Class "A" Commercial Truck Driver                                |      | 1             |       |                   |      |              |      | 1              |
| Communication Support Assistant                                  |      |               |       |                   | 3    |              |      | 3              |
| Community Representative A and<br>(Restricted)                   |      |               | 1     |                   |      |              |      | 1              |
| Community Representative C and<br>(Restricted)                   |      |               | 10    |                   |      | 1            |      | 11             |
| Contract Administration Analyst                                  |      | 1             |       |                   |      |              |      | 1              |
| CTEIG-Linked Learning<br>Coordinator                             |      | 1             |       |                   |      |              |      | 1              |
| Early Education Center Aide I &<br>(Restricted)                  |      |               |       |                   | 34   |              |      | 34             |
| Education Aide III & (Restricted)                                |      |               | 4     |                   |      |              |      | 4              |
| Education Aide III (AVID)                                        |      |               | 1     |                   |      |              |      | 1              |
| Electrician                                                      |      | 5             |       |                   |      |              |      | 5              |
| Environmental Health Specialist                                  |      | 2             |       |                   |      |              |      | 2              |
| Environmental Planning Specialist                                |      | 1             |       |                   |      |              |      | 1              |
| Floor Covering Installer                                         |      | 1             |       |                   |      |              |      | 1              |
| Food Production Assistant                                        |      | 2             |       |                   |      |              |      | 2              |
| Food Service Worker                                              |      | 16            |       |                   | 10   |              |      | 26             |
| Glazier                                                          |      | 1             |       |                   |      |              |      | 1              |
| Hand Grader                                                      |      | 1             |       |                   |      |              |      | 1              |
| Heating and Air Conditioning Fitter                              |      | 1             |       |                   |      |              |      | 1              |
| Heavy Duty Bus-Truck Mechanic                                    |      | 2             |       |                   |      |              |      | 2              |
| Information Systems Business<br>Analyst                          |      | 1             |       |                   |      |              |      | 1              |
| Instructional Aide (Literacy) &<br>(Restricted)                  |      |               | 5     |                   |      |              |      | 5              |
| Instructional Aide (Math) &<br>(Restricted)                      |      |               | 1     |                   |      |              |      | 1              |
| Instructional Aide (Transitional<br>Kindergarten) & (Restricted) |      | 1             | 25    |                   |      |              |      | 26             |

| Hire Data of All Classified Employees                                    |      |               |       |                   |      |              |      |                |
|--------------------------------------------------------------------------|------|---------------|-------|-------------------|------|--------------|------|----------------|
| From August 7, 2024 to September 16, 2024                                |      |               |       |                   |      |              |      |                |
| By New Hire, Reassignment, and Rehire                                    |      |               |       |                   |      |              |      |                |
| Classification                                                           | Prov | Reg /<br>Perm | Restr | Return<br>Retiree | Subs | Temp<br>1GXX | Temp | Grand<br>Total |
| Instructional Aide for Students Who Are Deaf and Hard-of-Hearing-Signing |      | 1             |       |                   |      |              |      | 1              |
| Instructional Aide I & (Restricted)                                      |      |               | 54    |                   |      |              |      | 54             |
| Insurance Technician                                                     |      | 1             |       |                   |      |              |      | 1              |
| Interpreter Aide (Spanish Language)                                      |      | 1             |       |                   |      |              |      | 1              |
| IT Support Technician                                                    |      | 1             |       |                   |      |              |      | 1              |
| Library Aide                                                             |      | 18            |       |                   |      |              |      | 18             |
| Light Bus Driver                                                         |      | 6             |       |                   |      |              |      | 6              |
| Locksmith                                                                |      | 2             |       |                   |      |              |      | 2              |
| Naturalist                                                               |      | 1             |       |                   |      |              |      | 1              |
| Network Systems Engineer                                                 |      | 1             |       |                   |      |              |      | 1              |
| Nutrition Specialist                                                     |      | 1             |       |                   |      |              |      | 1              |
| Office Technician                                                        |      | 10            |       |                   | 3    |              |      | 13             |
| Operating Systems Specialist                                             |      | 1             |       |                   |      |              |      | 1              |
| Out-of-School Program Supervisor and (Restricted)                        |      |               |       |                   |      | 47           |      | 47             |
| Out-of-School Program Worker and (Restricted)                            |      |               |       |                   |      | 63           |      | 63             |
| Painter                                                                  |      | 4             |       |                   |      |              |      | 4              |
| Paralegal                                                                |      | 1             |       |                   |      |              |      | 1              |
| Parent Education Support Assistant (Spanish Language)                    |      | 1             |       |                   |      |              |      | 1              |
| Plumber                                                                  |      | 3             |       |                   |      |              |      | 3              |
| Police Officer                                                           |      | 5             |       |                   |      |              |      | 5              |
| School Climate Advocate & (Restricted)                                   |      |               | 1     |                   |      |              |      | 1              |
| School Facilities Attendant (Restricted)                                 |      | 1             |       |                   | 1    |              |      | 2              |
| School Supervision Aide and (Restricted)                                 |      |               | 48    |                   |      | 9            |      | 57             |
| Senior Asbestos Abatement Worker                                         |      | 3             |       |                   |      |              |      | 3              |
| Senior Office Technician                                                 |      | 5             |       |                   |      |              |      | 5              |
| Senior Programmer Analyst (Oracle)                                       |      | 1             |       |                   |      |              |      | 1              |
| Sign Language Interpreter                                                |      | 2             |       |                   |      |              |      | 2              |
| Special Education Assistant                                              |      |               |       |                   | 47   |              |      | 47             |
| Special Education Trainee                                                |      |               |       |                   | 99   |              |      | 99             |
| Speech Language Pathology Assistant                                      |      | 2             |       |                   |      |              |      | 2              |
| Staff Assistant to Board Members I                                       |      | 1             |       |                   |      |              |      | 1              |
| Student Integration Helper & (Restricted)                                |      |               | 1     |                   |      |              |      | 1              |
| Toolkeeper                                                               |      | 1             |       |                   |      |              |      | 1              |
| Vocation and Transition Assistant                                        |      | 2             |       |                   |      |              |      | 2              |

| Hire Data of All Classified Employees                  |      |            |            |                |            |            |      |             |
|--------------------------------------------------------|------|------------|------------|----------------|------------|------------|------|-------------|
| From August 7, 2024 to September 16, 2024              |      |            |            |                |            |            |      |             |
| By New Hire, Reassignment, and Rehire                  |      |            |            |                |            |            |      |             |
| Classification                                         | Prov | Reg / Perm | Restr      | Return Retiree | Subs       | Temp 1GXX  | Temp | Grand Total |
| Welder                                                 |      | 1          |            |                |            |            |      | 1           |
| Workers' Compensation Claims Processing Specialist     |      | 1          |            |                |            |            |      | 1           |
| <b>New Hire Total</b>                                  |      | <b>129</b> | <b>193</b> |                | <b>261</b> | <b>120</b> |      | <b>703</b>  |
| REASSIGNMENT                                           |      |            |            |                |            |            |      |             |
| Accounting Technician II                               |      | 2          |            |                |            |            |      | 2           |
| Administrative Analyst                                 |      | 2          |            |                |            |            |      | 2           |
| Administrative Assistant                               |      | 1          |            |                |            |            |      | 1           |
| Administrative Secretary I                             |      | 1          |            |                |            |            |      | 1           |
| Administrative Staff Aide                              |      | 4          |            |                |            |            | 1    | 5           |
| Area Carpentry Supervisor                              |      |            |            |                |            |            | 1    | 1           |
| Area Facilities Services Director                      |      | 1          |            |                |            |            |      | 1           |
| Area Food Services Supervisor                          | 4    |            |            |                |            |            |      | 4           |
| Area Operations Supervisor                             | 1    | 3          |            |                |            |            |      | 4           |
| Assignment Technician                                  |      | 1          |            |                |            |            |      | 1           |
| Assistant Administrative Analyst                       |      |            |            |                |            |            | 1    | 1           |
| Assistant Area Bus Supervisor                          |      | 2          |            |                |            |            |      | 2           |
| Assistant Contract Administration Analyst              |      | 1          |            |                |            |            |      | 1           |
| Assistant Plant Manager I                              |      | 4          |            |                |            |            | 5    | 9           |
| Associate General Counsel I                            |      | 1          |            |                |            |            |      | 1           |
| Associate HR Representative (CPOS)                     | 1    |            |            |                |            |            |      | 1           |
| Athletics Assistant                                    |      |            |            |                | 5          |            |      | 5           |
| Building and Grounds Worker                            |      | 37         |            |                | 4          |            |      | 41          |
| Bus Dispatcher                                         | 1    | 1          |            |                |            |            |      | 2           |
| Campus Aide (Female/Restricted)                        |      |            | 8          |                |            |            |      | 8           |
| Campus Aide (Male/Restricted)                          |      | 4          | 5          |                |            |            |      | 9           |
| Campus Aide (Restricted)                               |      | 56         | 97         |                | 4          |            | 13   | 170         |
| Carpenter                                              |      | 3          |            |                |            |            |      | 3           |
| Chief of Communications, Engagement, and Collaboration |      | 1          |            |                |            |            |      | 1           |
| Community Representative A and (Restricted)            |      | 4          | 5          |                |            |            |      | 9           |
| Community Representative C and (Restricted)            |      | 27         | 52         |                |            | 1          |      | 80          |
| Complex Project Manager                                | 3    | 5          |            |                |            |            |      | 8           |
| Construction Manager                                   |      | 4          |            |                |            |            |      | 4           |
| Continuation School Office Manager                     | 2    | 2          |            |                |            |            |      | 4           |
| Counselor Aide                                         |      | 6          |            |                |            |            |      | 6           |
| Data Analyst                                           |      |            |            |                |            |            | 1    | 1           |
| Data Center Technician                                 | 1    |            |            |                |            |            |      | 1           |

| Hire Data of All Classified Employees            |      |            |       |                |      |           |      |             |
|--------------------------------------------------|------|------------|-------|----------------|------|-----------|------|-------------|
| From August 7, 2024 to September 16, 2024        |      |            |       |                |      |           |      |             |
| By New Hire, Reassignment, and Rehire            |      |            |       |                |      |           |      |             |
| Classification                                   | Prov | Reg / Perm | Restr | Return Retiree | Subs | Temp 1GXX | Temp | Grand Total |
| Director of Finance Policy                       | 1    |            |       |                |      |           |      | 1           |
| Director of Payroll Administration               |      | 1          |       |                |      |           |      | 1           |
| Early Education Center Aide I & (Restricted)     |      | 13         | 34    |                | 14   |           |      | 61          |
| Early Education Center Attendant                 |      | 6          |       |                |      |           |      | 6           |
| Early Education Center Office Manager            | 1    | 4          |       |                |      |           | 1    | 6           |
| Earthwork and Paving Inspector                   |      | 1          |       |                |      |           |      | 1           |
| Education Aide III & (Restricted)                |      | 1          | 10    |                |      |           |      | 11          |
| Education Aide III (AVID)                        |      | 1          | 2     |                |      |           |      | 3           |
| Education Aide III (Spanish Language/Restricted) |      |            | 2     |                |      |           |      | 2           |
| Educational Research Analyst                     |      |            |       |                | 1    |           |      | 1           |
| Educational Resource Aide (Restricted)           |      | 1          | 1     |                |      |           |      | 2           |
| Electrician                                      |      | 2          |       |                |      |           |      | 2           |
| Environmental Health Specialist                  |      | 2          |       |                |      |           |      | 2           |
| Environmental Safety Officer                     |      | 1          |       |                |      |           |      | 1           |
| Facilities Asset Development Director            |      | 1          |       |                |      |           |      | 1           |
| Financial Analyst                                |      | 1          |       |                |      |           |      | 1           |
| Financial Manager                                |      | 2          |       |                |      |           |      | 2           |
| Fiscal Services Manager                          | 1    |            |       |                |      |           |      | 1           |
| Fiscal Specialist                                |      | 2          |       |                |      |           |      | 2           |
| Food Production Assistant                        | 1    |            |       |                |      |           |      | 1           |
| Food Production Worker                           | 1    |            |       |                |      |           |      | 1           |
| Food Service Manager I                           | 43   | 19         |       |                |      |           | 16   | 78          |
| Food Service Manager II                          | 10   | 2          |       |                |      |           | 7    | 19          |
| Food Service Manager IV                          |      | 2          |       |                |      |           | 1    | 3           |
| Food Service Manager V                           | 10   |            |       |                |      |           |      | 10          |
| Food Service Manager VI                          | 1    |            |       |                |      |           | 2    | 3           |
| Food Service Manager VII                         | 1    |            |       |                |      |           |      | 1           |
| Food Service Training Specialist                 |      | 1          |       |                |      |           |      | 1           |
| Food Service Worker                              |      | 145        |       |                | 4    |           | 2    | 151         |
| Food Service Worker II (Driving)                 | 1    | 2          |       |                |      |           | 1    | 4           |
| Garage Attendant                                 |      | 3          |       |                |      |           |      | 3           |
| Garage Supervisor                                |      | 1          |       |                |      |           |      | 1           |
| Gardener                                         |      | 1          |       |                |      |           |      | 1           |
| Health Care Assistant                            |      | 65         |       |                |      |           | 1    | 66          |
| Health Office Clerk                              |      | 1          |       |                |      |           |      | 1           |
| Hearing Secretary                                |      | 1          |       |                |      |           |      | 1           |
| Heavy Bus Driver                                 |      | 1          |       |                |      |           |      | 1           |
| Human Resources Specialist I                     |      | 2          |       |                |      |           |      | 2           |
| Human Resources Specialist II                    |      | 1          |       |                |      |           |      | 1           |
| Infant Care Aide and (Restricted)                |      |            | 3     |                |      |           |      | 3           |

| Hire Data of All Classified Employees                         |      |            |       |                |      |           |      |             |
|---------------------------------------------------------------|------|------------|-------|----------------|------|-----------|------|-------------|
| From August 7, 2024 to September 16, 2024                     |      |            |       |                |      |           |      |             |
| By New Hire, Reassignment, and Rehire                         |      |            |       |                |      |           |      |             |
| Classification                                                | Prov | Reg / Perm | Restr | Return Retiree | Subs | Temp 1GXX | Temp | Grand Total |
| Information Resources Support Assistant                       |      | 1          |       |                |      |           |      | 1           |
| Information Systems Business Coordinator                      |      | 9          |       |                |      |           |      | 9           |
| Information Technology Support Assistant                      |      | 3          |       |                |      |           |      | 3           |
| Instructional Aide (Literacy) & (Restricted)                  |      | 36         | 34    |                |      |           | 21   | 91          |
| Instructional Aide (Math) & (Restricted)                      |      | 13         | 17    |                |      |           | 2    | 32          |
| Instructional Aide (Transitional Kindergarten) & (Restricted) |      |            | 120   |                |      |           | 46   | 166         |
| Instructional Aide I & (Restricted)                           |      | 1          | 72    |                |      |           | 23   | 96          |
| Instructional Aide-Computer Lab                               |      | 4          |       |                |      |           |      | 4           |
| Insurance Technician                                          |      | 2          |       |                |      |           |      | 2           |
| IT Electronics Communications Supervisor                      |      | 1          |       |                |      |           |      | 1           |
| IT Support Technician                                         |      | 3          |       |                |      |           |      | 3           |
| IT Trainee                                                    |      | 1          |       |                |      |           |      | 1           |
| Library Aide                                                  |      | 44         |       |                |      |           |      | 44          |
| Licensed Vocational Nurse                                     |      | 3          |       |                |      |           |      | 3           |
| Lieutenant                                                    |      | 1          |       |                |      |           |      | 1           |
| Light Bus Driver                                              |      | 12         |       |                |      |           |      | 12          |
| Maintenance Worker                                            |      | 5          |       |                |      |           |      | 5           |
| Masterplan Coordinator                                        | 1    |            |       |                |      |           |      | 1           |
| Naturalist                                                    |      | 1          |       |                |      |           |      | 1           |
| Office Technician                                             |      | 17         |       | 1              | 1    |           | 2    | 21          |
| Operations Program Manager                                    |      | 1          |       |                |      |           |      | 1           |
| Outdoor Education Center Maintenance Worker                   |      | 1          |       |                |      |           |      | 1           |
| Out-of-School Program Supervisor and (Restricted)             |      | 6          |       |                |      | 51        |      | 57          |
| Out-of-School Program Worker and (Restricted)                 |      | 1          |       |                |      | 2         |      | 3           |
| Paralegal                                                     |      | 1          |       |                |      |           |      | 1           |
| Parent Education Support Assistant                            |      | 1          |       |                |      |           |      | 1           |
| Parent Education Support Assistant (Spanish Language)         |      | 1          |       |                |      |           |      | 1           |
| Parent Resource Assistant (Spanish Language) and Restricted   |      | 1          |       |                |      |           |      | 1           |
| Parent Resource Liaison                                       |      | 1          |       |                |      |           |      | 1           |
| Payroll Administration Manager                                |      | 1          |       |                |      |           |      | 1           |
| Payroll Specialist I                                          |      | 2          |       |                |      |           |      | 2           |
| Payroll Specialist II                                         |      | 1          |       |                |      |           | 1    | 2           |
| Plant Manager I                                               |      | 10         |       |                |      |           | 8    | 18          |
| Plant Manager II                                              |      | 1          |       |                |      |           | 2    | 3           |
| Plant Manager III                                             |      | 2          |       |                |      |           | 3    | 5           |
| Police Officer                                                |      | 2          |       |                |      |           |      | 2           |

| Hire Data of All Classified Employees                       |      |            |       |                |      |           |      |             |
|-------------------------------------------------------------|------|------------|-------|----------------|------|-----------|------|-------------|
| From August 7, 2024 to September 16, 2024                   |      |            |       |                |      |           |      |             |
| By New Hire, Reassignment, and Rehire                       |      |            |       |                |      |           |      |             |
| Classification                                              | Prov | Reg / Perm | Restr | Return Retiree | Subs | Temp 1GXX | Temp | Grand Total |
| Principal Financial Analyst                                 | 2    |            |       |                |      |           |      | 2           |
| Property Management Assistant                               | 1    |            |       |                |      |           |      | 1           |
| Pupil Services and Attendance Aide                          |      | 2          |       |                |      |           |      | 2           |
| Radio Communications Supervisor                             |      | 1          |       |                |      |           |      | 1           |
| Records and Archive Technician                              |      | 1          |       |                |      |           | 1    | 2           |
| Regional Construction Director                              |      | 1          |       |                |      |           |      | 1           |
| Retirement and Deductions Analyst                           | 1    |            |       |                |      |           |      | 1           |
| School Administrative Assistant                             |      | 13         |       |                |      |           | 5    | 18          |
| School Climate Advocate & (Restricted)                      |      |            | 13    |                |      |           | 4    | 17          |
| School Facilities Attendant (Female) (Restricted)           |      | 1          |       |                |      |           |      | 1           |
| School Facilities Attendant (Male) (Restricted)             |      |            | 1     |                |      |           |      | 1           |
| School Facilities Attendant (Restricted)                    |      | 10         |       |                | 4    |           |      | 14          |
| School Safety Officer                                       |      | 1          |       |                |      |           |      | 1           |
| School Supervision Aide and (Restricted)                    |      | 64         | 157   |                |      | 37        | 10   | 268         |
| Secretary & (Restricted)                                    |      | 1          |       |                |      |           |      | 1           |
| Senior Administrative Assistant                             |      |            |       |                |      |           | 1    | 1           |
| Senior Carpenter                                            |      | 4          |       |                |      |           |      | 4           |
| Senior Community Outreach Organizer                         | 1    |            |       |                |      |           |      | 1           |
| Senior Early Childhood Education Division Fiscal Technician |      | 1          |       |                |      |           |      | 1           |
| Senior Financial Manager                                    |      | 1          |       |                |      |           |      | 1           |
| Senior Fiscal Specialist                                    |      | 1          |       |                |      |           |      | 1           |
| Senior Food Service Worker                                  | 16   | 44         |       |                |      |           | 18   | 78          |
| Senior Grant and Funding Specialist                         | 1    |            |       |                |      |           |      | 1           |
| Senior Heating and Air Conditioning Fitter                  | 2    | 1          |       |                |      |           |      | 3           |
| Senior Insurance Technician                                 |      | 2          |       |                |      |           |      | 2           |
| Senior IT Electronics Communications Technician             |      | 1          |       |                |      |           |      | 1           |
| Senior Office Technician                                    |      | 21         |       |                | 3    |           | 10   | 34          |
| Senior Payroll Specialist (CPOS)                            |      | 1          |       |                |      |           |      | 1           |
| Senior Police Officer                                       |      | 6          |       |                |      |           |      | 6           |
| Senior Records and Archive Technician                       | 1    |            |       |                |      |           |      | 1           |
| Senior Secretary                                            |      | 2          |       |                |      |           |      | 2           |
| Senior Sustainability Specialist                            |      | 1          |       |                |      |           |      | 1           |
| Sign Language Interpreter                                   |      | 2          |       |                |      |           |      | 2           |
| Special Education Assistant                                 |      | 414        |       | 2              | 260  |           | 6    | 682         |
| Special Education Trainee                                   |      |            |       | 2              | 232  |           | 1    | 235         |
| Special Needs Attendant                                     |      | 1          |       |                |      |           |      | 1           |
| Stock Worker                                                |      | 4          |       |                |      |           |      | 4           |

| Hire Data of All Classified Employees                         |            |              |            |                |            |           |            |              |
|---------------------------------------------------------------|------------|--------------|------------|----------------|------------|-----------|------------|--------------|
| From August 7, 2024 to September 16, 2024                     |            |              |            |                |            |           |            |              |
| By New Hire, Reassignment, and Rehire                         |            |              |            |                |            |           |            |              |
| Classification                                                | Prov       | Reg / Perm   | Restr      | Return Retiree | Subs       | Temp 1GXX | Temp       | Grand Total  |
| Student and Family Resources Coordinator                      | 1          |              |            |                |            |           |            | 1            |
| Student Integration Helper & (Restricted)                     |            |              | 2          |                |            |           |            | 2            |
| Supervising Personnel Clerk                                   | 1          |              |            |                |            |           |            | 1            |
| Television Programming Associate                              | 1          |              |            |                |            |           |            | 1            |
| Testing Operations Manager                                    | 1          |              |            |                |            |           |            | 1            |
| Tractor Mower Operator                                        |            | 1            |            |                |            |           |            | 1            |
| Tractor Operator                                              |            | 1            |            |                |            |           |            | 1            |
| Vocation and Transition Assistant                             |            | 1            |            |                |            |           |            | 1            |
| Workers' Compensation Claims Processing Specialist            |            | 1            |            |                |            |           |            | 1            |
| <b>Reassignment Total</b>                                     | <b>114</b> | <b>1,255</b> | <b>635</b> | <b>5</b>       | <b>532</b> | <b>91</b> | <b>217</b> | <b>2,849</b> |
| REHIRE                                                        |            |              |            |                |            |           |            |              |
| Athletics Assistant                                           |            |              |            |                | 18         |           |            | 18           |
| Building and Grounds Worker                                   |            | 4            |            |                | 4          |           |            | 8            |
| Campus Aide (Male/Restricted)                                 |            |              | 1          |                |            |           |            | 1            |
| Campus Aide (Restricted)                                      |            |              | 10         |                | 6          |           |            | 16           |
| Community Representative A and (Restricted)                   |            |              | 1          |                |            |           |            | 1            |
| Community Representative C and (Restricted)                   |            |              | 6          |                |            |           |            | 6            |
| Early Education Center Aide I & (Restricted)                  |            | 1            |            |                | 10         |           |            | 11           |
| Early Education Center Attendant                              |            |              |            |                | 1          |           |            | 1            |
| Education Aide III & (Restricted)                             |            |              | 1          |                |            |           |            | 1            |
| Food Service Worker                                           |            | 3            |            |                | 2          |           |            | 5            |
| Health Care Assistant                                         |            | 1            |            |                |            |           |            | 1            |
| Instructional Aide (Literacy) & (Restricted)                  |            | 1            | 6          |                |            |           |            | 7            |
| Instructional Aide (Transitional Kindergarten) & (Restricted) |            |              | 30         |                |            |           |            | 30           |
| Instructional Aide I & (Restricted)                           |            | 1            | 14         |                |            |           |            | 15           |
| Instructional Aide-Computer Lab                               |            | 1            |            |                |            |           |            | 1            |
| IT Support Technician                                         |            | 1            |            |                |            |           |            | 1            |
| Library Aide                                                  |            | 1            | 1          |                |            |           |            | 2            |
| Office Technician                                             |            | 2            |            |                |            |           |            | 2            |
| Out-of-School Program Supervisor and (Restricted)             |            |              |            |                |            | 4         |            | 4            |
| Out-of-School Program Worker and (Restricted)                 |            |              |            |                |            | 7         |            | 7            |
| Parent Education Support Assistant                            |            | 1            |            |                |            |           |            | 1            |
| Plumber                                                       |            | 1            |            |                |            |           |            | 1            |
| Police Officer                                                |            | 1            |            |                |            |           |            | 1            |
| School Administrative Assistant                               |            |              |            | 1              |            |           |            | 1            |

| <b>Hire Data of All Classified Employees</b>     |             |                       |              |                           |             |                      |             |                        |
|--------------------------------------------------|-------------|-----------------------|--------------|---------------------------|-------------|----------------------|-------------|------------------------|
| <b>From August 7, 2024 to September 16, 2024</b> |             |                       |              |                           |             |                      |             |                        |
| <b>By New Hire, Reassignment, and Rehire</b>     |             |                       |              |                           |             |                      |             |                        |
| <b>Classification</b>                            | <b>Prov</b> | <b>Reg /<br/>Perm</b> | <b>Restr</b> | <b>Return<br/>Retiree</b> | <b>Subs</b> | <b>Temp<br/>1GXX</b> | <b>Temp</b> | <b>Grand<br/>Total</b> |
| School Climate Advocate & (Restricted)           |             |                       | 1            |                           |             |                      |             | 1                      |
| School Facilities Attendant (Restricted)         |             | 1                     |              |                           |             |                      |             | 1                      |
| School Supervision Aide and (Restricted)         |             | 1                     | 16           |                           |             | 2                    |             | 19                     |
| Senior Office Technician                         |             | 2                     |              |                           | 1           |                      |             | 3                      |
| Sheet Metal Worker                               |             | 1                     |              |                           |             |                      |             | 1                      |
| Special Education Assistant                      |             | 12                    |              | 2                         | 12          |                      |             | 26                     |
| Special Education Trainee                        |             |                       |              |                           | 30          |                      |             | 30                     |
| Speech Language Pathology Assistant              |             | 1                     |              |                           |             |                      |             | 1                      |
| <b>Rehire Total</b>                              |             | <b>37</b>             | <b>87</b>    | <b>3</b>                  | <b>84</b>   | <b>13</b>            |             | <b>224</b>             |
| <b>GRAND TOTAL</b>                               | <b>114</b>  | <b>1,421</b>          | <b>915</b>   | <b>8</b>                  | <b>877</b>  | <b>224</b>           | <b>217</b>  | <b>3,776</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 618 certificated new hires during the time period covered by this report and a summary list of hires appears below. The 618 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, Day-to-Day Substitute           | 9   |
| Assistant Principal, Elementary Instructional Specialist | 1   |
| Arts Education Itinerant                                 | 5   |
| Counselor, Pupil Services & Attendance                   | 3   |
| Counselor, Secondary School                              | 6   |
| Early Childhood Ed Teacher                               | 9   |
| Educational Audiologist                                  | 1   |
| Elementary Teacher                                       | 104 |
| Elementary Teacher, Day-to-Day Substitute                | 133 |
| Foundational Math Teacher                                | 1   |
| JROTC Instructor                                         | 1   |
| K-12 Adaptive PE Teacher                                 | 1   |
| Non-Classroom Assignment                                 | 2   |
| Occupational Therapist                                   | 3   |
| ROC/ROP Teacher                                          | 8   |
| School Nurse                                             | 31  |
| School Nurse, Day-to-Day Substitute                      | 1   |
| School Psychologist                                      | 1   |
| School Recreational Therapist                            | 1   |
| Secondary Teacher                                        | 142 |
| Special Education Teacher                                | 30  |
| Special Education Teacher, MS                            | 6   |
| Special Education Teacher, RSP                           | 8   |
| Special Education Physical Therapist                     | 1   |
| Speech & Language Pathologist                            | 3   |
| Teacher Assistant-Degree Track                           | 107 |

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Human Resources Division

ATTACHMENT D

**ROUTINE PERSONNEL ACTIONS – SENIOR MANAGEMENT**

Approval of contract of employment for senior management employees appointed by the Board of Education in closed session on September 11, 2024. See attached list.

**Senior Management Contracts**  
**September 11, 2024**

259

| NAME          | TITLE                                     | SERVICE    | START DATE | END DATE  | **STEP | ANNUAL SALARY | AUTO/ALLOWANCE/ OTHER         |
|---------------|-------------------------------------------|------------|------------|-----------|--------|---------------|-------------------------------|
| Richard Meraz | Chief Information Security Officer        | Classified | 10/23/2024 | 6/30/2026 | 3 of 5 | \$244,423.68  | \$250 per month or Automobile |
| Michael Lee   | Deputy Chief Information Security Officer | Classified | 10/23/2024 | 6/30/2026 | 4 of 5 | \$232,451.76  | \$250 per month or Automobile |

\* Employees who are in classifications with steps and are not at top step are eligible for an increase during contract.

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# TAB 12



## Board of Education Report

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File #: Rep-051-24/25, Version: 1

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### **Provisional Internship Permits**

**October 22, 2024**

### **Human Resources Division**

#### **Action Proposed:**

Approve request for 27 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).

#### **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 multiple subject, special education, mathematics, social science, art, music, theater, physical education, and English teachers who will be required to follow a prescribed and rigorous pathway that results in the earning of both full state and federal teacher certification.

If the Provisional Internship Permits are not approved, and a full-time teacher cannot be hired, classroom vacancies would be staffed by a series of individuals in possession of only Emergency 30-Day Substitute Teaching Permits. Day-to-day substitutes are not required to be enrolled in a teacher education program, and may only remain in a special education classroom for a maximum of twenty days, after which time they are deemed by the State as inappropriately assigned.

**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 multiple subject, special education, mathematics, social science, art, music, theater, physical education and English where there might be a teacher shortage, the District may approve the use of Provisional Internship Permits, which authorize a teacher candidate to step into the classroom as the teacher of record while they take the necessary steps to enroll in a credential program.

**Equity Impact:**

Not applicable

**Issues and Analysis:**

Not applicable

**Attachments:**

Attachment A - Teachers with Provisional Intern Permits

**Informatives:**

Not applicable

**Submitted:**

09/23/24

**RESPECTFULLY SUBMITTED:**  
ALBERTO M. CARVALHO  
Superintendent**APPROVED & PRESENTED BY:**  
FRANCISCO J. SERRATO  
Chief Human Resources Officer  
Human Resources Division**REVIEWED BY:**  
DEVORA NAVERA REED  
General Counsel☒ Approved as to form.**APPROVED & PRESENTED BY:**  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations**REVIEWED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance☒ Approved as to budget impact statement.

Teachers with Provisional  
Intern Permits

Attachment A

| No. | Name                 | School                         | Region | BD | Subject                                               | Effective |
|-----|----------------------|--------------------------------|--------|----|-------------------------------------------------------|-----------|
| 1   | Jose Delgado Moreno  | Cienega Elementary             | West   | 1  | Extensive Support Needs                               | 8/5/2024  |
| 2   | Sherilyn Suyat       | 52nd St Elementary             | South  | 1  | Multiple Subject                                      | 9/18/2024 |
| 3   | Danielle Davis       | Carthay Elementary             | West   | 1  | Multiple Subject                                      | 8/9/2024  |
| 4   | Lizie Saenz          | 24th St Elementary             | South  | 1  | Mild/Moderate Support Needs & Extensive Support Needs | 8/13/2024 |
| 5   | Mossie Holley        | Augustus Hawkins Senior High   | South  | 1  | Mild/Moderate Support Needs                           | 9/9/2024  |
| 6   | Robert Hernandez Jr. | Castro Middle School           | East   | 2  | Mathematics                                           | 8/20/2024 |
| 7   | Zuri Lopez Sanchez   | Liechty Middle School          | East   | 2  | Mild/Moderate Support Needs                           | 8/8/2024  |
| 8   | Chantey Gutierrez    | Tulsa Elementary               | North  | 3  | Mild/Moderate Support Needs                           | 9/4/2024  |
| 9   | Joceline Lopez       | Westminster ES Magnet          | West   | 4  | Mild/Moderate Support Needs & ESN                     | 8/10/2024 |
| 10  | Fletcher Peters      | Revere Middle School           | West   | 4  | English                                               | 8/15/2024 |
| 11  | Lorena Pedroza       | Short Elementary               | West   | 4  | Multiple Subject                                      | 8/13/2024 |
| 12  | Tamarra Shepard      | Sophia T Salvin Spec Ed Center | South  | 5  | Extensive Support Needs                               | 8/10/2024 |
| 13  | Benjamin Mejia       | Sophia T Salvin Spec Ed Center | South  | 5  | Mild/Moderate Support Needs                           | 8/14/2024 |
| 14  | Asuzena Rodas        | Bell Senior High               | East   | 5  | Mathematics                                           | 8/20/2024 |
| 15  | David Johnson II     | Santee Education Complex       | East   | 5  | Art                                                   | 9/6/2024  |
| 16  | Gina Lizano          | Huntington Park Senior High    | East   | 5  | Extensive Support Needs                               | 9/11/2024 |
| 17  | Roobina Deravanesian | Fulton College Preparatory     | North  | 6  | Mathematics                                           | 8/7/2024  |
| 18  | Robert Factora       | Verdugo Hills Senior High      | North  | 6  | Extensive Support Needs                               | 8/5/2024  |



Teachers with Provisional  
Intern Permits

Attachment A

| No. | Name                  | School                                                 | Region | BD | Subject                     | Effective |
|-----|-----------------------|--------------------------------------------------------|--------|----|-----------------------------|-----------|
| 19  | Michael Silva         | Monroe Senior High School                              | North  | 6  | Social Science              | 9/9/2024  |
| 20  | Diego Fagoaga Vasquez | Lankershim Elementary                                  | North  | 6  | Mild/Moderate Support Needs | 8/27/2024 |
| 21  | Manuel Perez          | 7th St ES Arts Integration Magnet                      | South  | 7  | Mild/Moderate Support Needs | 8/27/2024 |
| 22  | Elisha Chapman        | Amestoy Elementary                                     | South  | 7  | Multiple Subject            | 9/1/2024  |
| 23  | Clemente Gaspar       | Los Angeles Academy Middle School                      | East   | 7  | Physical Education          | 8/10/2024 |
| 24  | Josue Lara            | Harbor City Elementary                                 | South  | 7  | Mild/Moderate Support Needs | 9/13/2024 |
| 25  | Koby Gauna            | De La Torre Jr Elementary                              | South  | 7  | Physical Education          | 9/7/2024  |
| 26  | Ari Rossen            | Related/Supports Services or Arts Ed Itinerant Teacher |        |    | Music                       | 8/29/2024 |
| 27  | Masako Hattori        | Related/Supports Services                              |        |    | Theater                     | 9/12/2024 |

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# TAB 13



## Board of Education Report

File #: Rep-052-24/25, Version: 1

### Incentive Grant Awards to LAUSD

October 22, 2024

### Human Resources Division

#### Action Proposed:

- 1) Approve grant awards of \$8,976,366 annually to the District (total anticipated through 2027). The California Commission on Teacher Credentialing has awarded the Los Angeles Unified School District (LAUSD) - Human Resources Division incentive grants which includes:

| Grant Type                                                           | Number of Grants | Annual Grant/Year  |
|----------------------------------------------------------------------|------------------|--------------------|
| Teacher Residency Grants                                             | 9                | \$7,741,366        |
| Classified School Employee Teacher Credentialing Grants              | 2                | \$960,000          |
| Computer Science Supplementary Authorization (CSSA) Incentive Grants | 2                | \$125,000          |
| Diverse Education Leaders Pipeline Initiative (DELPI) Grant          | 1                | \$150,000          |
| <b>TOTALS</b>                                                        | <b>14</b>        | <b>\$8,976,366</b> |

- 2) Authorize the Chief Procurement Officer or his designee to execute professional services contracts with the partners, colleges and universities.

The grant awards are as follows:

**Table 1: Teacher Residency (TR) Grants**

| Residency Program Partner                            | Grant Number | Participants/Year | Annual Grant/Year |
|------------------------------------------------------|--------------|-------------------|-------------------|
| Alder Teacher Residency Expansion                    | 2021TRE02    | 20                | \$800,000.00      |
| CSUDH Teacher Residency Implementation and Expansion | 2021TRIE312  | 10                | \$400,000.00      |
| CSULA Teacher Residency Implementation and Expansion | 2021TRIE313  | 55                | \$2,200,000.00    |
| CSUN Teacher Residency Implementation                | 2021TRI31    | 30                | \$1,200,000.00    |
| UCLA Teacher Residency Expansion                     | 2021TRE14    | 26                | \$1,040,000.00    |

| <b>Residency Program Partner</b>                       | <b>Grant Number</b> | <b>Participants/<br/>Year</b> | <b>Annual<br/>Grant/Year</b> |
|--------------------------------------------------------|---------------------|-------------------------------|------------------------------|
| UCLA Teacher Residency<br>Implementation and Expansion | TRIE427             | 10                            | \$240,000.00                 |
| UCLA Implementation (STEM +<br>Computer Science)       | 2021TRI32           | 26                            | \$1,040,000.00               |
| USC Teacher Residency<br>Implementation                | 2021TRI30           | 15                            | \$600,000.00                 |
| CSUDH Teacher Residency<br>Capacity                    | 2021TRC304          | n/a                           | \$221,366.00                 |
| <b>TOTALS</b>                                          |                     | <b>192</b>                    | <b>\$7,741,366.00</b>        |

The nine **Teacher Residency** grants will permit our university partners to implement high-quality, year-long teacher residency programs, with the goal of training and preparing outstanding teachers who commit to teaching in LAUSD for four years upon successful program completion and earning their credential. Grant funding includes resident stipends (ranging from \$31,000 to \$40,000 per resident depending on the grant), mentor teacher stipends, mentor teacher training, resident professional development, and administrative costs.

**Table 2: Classified School Employee Teacher Credentialing Grants**

| <b>Grant Title</b>                                  | <b>Grant Number</b> | <b>Participants/<br/>Year</b> | <b>Annual<br/>Grant/Year</b> |
|-----------------------------------------------------|---------------------|-------------------------------|------------------------------|
| Classified School Employee Teacher<br>Credentialing | 2021C20             | 100                           | \$480,000.00                 |
| Classified School Employee Teacher<br>Credentialing | 2021C96             | 100                           | \$480,000.00                 |
| <b>TOTALS</b>                                       |                     | <b>200</b>                    | <b>\$960,000.00</b>          |

The **Classified School Employee Teacher Credentialing** grants will provide up to \$4,800 per Classified employee enrolled in the BOOST (Building Our Own Staff as Teachers) program. Classified employees admitted into BOOST go through a competitive application process, and once enrolled, must remain in good standing as District employees with yearly validation of performance evaluations, attendance, and principal/administrator endorsement for continued enrollment. BOOST members may use grant funding for tuition reimbursements and any other education or credentialing expenses.

**Table 3: Computer Science Supplementary Authorization (CSSA) Incentive Grants**

| <b>Grant Title</b>                                             | <b>Grant Number</b> | <b>Participants/<br/>Year</b> | <b>Annual<br/>Grant/Year</b> |
|----------------------------------------------------------------|---------------------|-------------------------------|------------------------------|
| Computer Science Supplementary<br>Authorization (CSSA) - CSULA | 2021CS11            | 20                            | \$50,000.00                  |

| Grant Title                                                | Grant Number | Participants/<br>Year | Annual<br>Grant/Year |
|------------------------------------------------------------|--------------|-----------------------|----------------------|
| Computer Science Supplementary Authorization (CSSA) - UCLA | 2022CS02     | 30                    | \$75,000.00          |
| <b>TOTALS</b>                                              |              | <b>50</b>             | <b>\$125,000.00</b>  |

The **Computer Science Supplementary Authorization (CSSA)** grant funds supplement tuition costs, instructional materials, and other application fees and expenses related to earning CSSA.

**Table 4: Diverse Education Leaders Pipeline Initiative (DELPI) Grant**

| Grant Title                                                 | Grant Number | Participants/<br>Year | Annual<br>Grant/Year |
|-------------------------------------------------------------|--------------|-----------------------|----------------------|
| Diverse Education Leaders Pipeline Initiative (DELPI) - USC | 23DELPI12    | 22                    | \$150,000.00         |
| <b>TOTALS</b>                                               |              | <b>22</b>             | <b>\$150,000.00</b>  |

In alignment with the District's Strategic Plan, Pillar 5: Investing in Staff, the Human Resources Division created the Los Angeles Preliminary Administrative Services Credential (LAPASC) program to establish a pipeline of highly qualified equity-driven leaders prepared to serve the needs of the diverse communities within Los Angeles. A central feature of the program is to facilitate the development of leaders who are reflective lifelong learners prepared to adapt their leadership practice in an everchanging, multicultural world. The grant will allow LAPASC, within the two-years of implementation, to prepare 44 candidates to serve the District's highest need schools and be reflective of the diverse student populations. In addition to earning the preliminary administrative services credential, this partnership with USC will offer LAPASC candidates the opportunity to participate in professional development from USC's Race & Equity Center.

#### **Background:**

LAUSD was awarded several **Teacher Residency (TR)** grants to support the development, implementation, and expansion of TR programs. Authorizing legislation provided state funds for competitive grants for local education agencies (LEAs) to work in partnership with institutions of higher education (IHEs) with Commission-approved teacher preparation programs to offer teacher residency pathways to earn a teaching credential in special education, STEM, or bilingual education.

The state allocated funds for the **Classified School Employee Teacher Credentialing Program** (BOOST within LAUSD). The program addresses the state's teacher shortage by supporting LEAs to recruit Classified employees into teaching careers, by supporting their undergraduate education, teacher preparation, and certification as credentialed California teachers.

The **Computer Science Supplementary Authorization (CSSA)** grants will strengthen the District's efforts to address the growing Computer Science (CS) teacher shortage in K-12 schools. This grant provides an accessible and affordable program to teachers to obtain their CS Supplementary Authorization through the CSSA at the University of California Los Angeles (UCLA) and California State University Los Angeles (CSULA).

LAUSD was awarded the **Diverse Education Leaders Pipeline Initiative (DELPI)** grant to develop and implement a support program to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten to grade 12, to improve pupil outcomes and meet the needs of California's education workforce. The program includes the following goals: (1) increase the diversity among public school administrators to promote school environments that better represent and reflect the diversity of the pupils served; (2) cultivate culturally responsive public school administrators; (3) build capacity and partnerships between LEAs, nonprofit educational service providers, and IHEs to meet the needs of administrator candidates; and (4) increase the quality of school administrators by incorporating culturally diverse practices.

**Expected Outcomes:**

These grants will enable LAUSD to remain competitive in the training and recruitment of teachers and administrators, and to continue to build dedicated pipelines of future teachers and administrators committed to ensuring that our students are college-prepared, career-ready, and ready for the world.

**Board Options and Consequences:**

Approval of these grants will permit the District to partner with local university partners to offer TR programs, support Classified employees seeking to become teachers, and offer many credentialing and supplementary authorization programs.

If the grants are not approved, the District will be unable to partner with local universities to offer these aforementioned programs, and may likely lose a dedicated pipeline of well-trained, highly qualified teachers and administrators. In addition, the District would not be able to offer the same level of support and financial assistance to Classified employees interested in becoming teachers, which would ultimately reduce the District's ability to decrease the teacher shortage in needed fields such as STEM, special education and bilingual education.

**Policy Implications:**

This action does not change District policy.

**Budget Impact:**

The grant funds must be administered in accordance with all provisions of state and local laws, regulations, and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.

The grants will provide up to \$8,976,366 annually in additional funding to the District for the duration of the grants.

**Student Impact:**

Ratification of these grants will enable the District to recruit and train highly qualified teachers and administrators. Highly qualified teachers are needed in shortage subject fields, including credentialed special education teachers to serve our students with disabilities, which will positively impact the achievement of all students.

**Equity Impact:**

Not applicable

**Issues and Analysis:**

Not applicable

**Attachments:**

Attachment A - 2021TRE02 Alder Teacher Residency  
Attachment B - 2021TRIE312 CSUDH Teacher Residency Implementation & Expansion  
Attachment C - 2021TRIE313 CSULA Teacher Residency Implementation & Expansion  
Attachment D - 2021TRI31 CSUN Teacher Residency Implementation  
Attachment E - 2021TRE14 UCLA Teacher Residency Expansion  
Attachment F - TRIE427 UCLA Teacher Residency Implementation & Expansion  
Attachment G - 2021TRI32 UCLA Implementation (STEM + Computer Science)  
Attachment H - 2021TRI30 USC Teacher Residency Implementation  
Attachment I - 2021TRC304 CSUDH Teacher Residency Capacity  
Attachment J - 2021C20 Classified School Employee Teacher Credentialing  
Attachment K - 2021C96 Classified School Employee Teacher Credentialing  
Attachment L - 2022CS02 UCLA Computer Science Supplementary Authorization  
Attachment M - 2021CS11 CSULA Computer Science Supplementary Authorization  
Attachment N - 23DELPI12 USC Diverse Education Leaders Pipeline Initiative (DELPI)

**Informatives:**

Not applicable

**Submitted:**

09/24/24

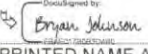
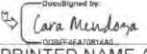
**RESPECTFULLY SUBMITTED:**  
ALBERTO M. CARVALHO  
Superintendent**APPROVED & PRESENTED BY:**  
FRANCISCO J. SERRATO  
Chief Human Resources Officer  
Human Resources Division**REVIEWED BY:**  
DEVORA NAVERA REED  
General Counsel☒ Approved as to form.**APPROVED & PRESENTED BY:**  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services & Operations**REVIEWED BY:**  
NORBERTO DELGADILLO  
Deputy Chief Business Officer, Finance☒ Approved as to budget impact statement.



Grant Number: 2021TRE02

ATTACHMENT A

**COMMISSION ON TEACHER CREDENTIALING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                   |                      |                              |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Los Angeles Unified School District 2021TRE02                                                                     |                      |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Teacher Residency Expansion Grant                                                                                 |                      |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | June 1 <sup>st</sup> , 2022                                                                                       | through              | June 30 <sup>th</sup> , 2026 |                               |
| Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                   |                      |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                   |                      |                              |                               |
| <p>Los Angeles Unified School District is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                   |                      |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$500,000.00                                                                                                      |                      |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                      |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Commission on Teacher Credentialing</b>                                                                        |                      |                              |                               |
| 333 South Beaudry Avenue, 15 <sup>th</sup> Floor<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                         |                      |                              |                               |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BY (AUTHORIZED SIGNATURE):<br> |                      |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Michael Koo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                      |                              |                               |
| DATE SIGNED: Oct 25, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE SIGNED: Oct 25, 2022                                                                                         |                      |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                   |                      |                              |                               |
| GRANT NUMBER<br>2021TRE02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | General Fund (0001)<br>Proposition 98                                                                             | ENY<br>2020          | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$500,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ITEM<br>6360-603-0001                                                                                             | CHAPTER<br>44/21     | STATUTE<br>2021              | FISCAL<br>YEAR<br>2021-2022   |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                   |                      |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                   | DATE<br>Oct 26, 2022 |                              |                               |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program
6. The term "Program" means the California Teacher Residency Expansion Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Expansion Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in

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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount

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projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.

3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

#### **D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Expansion Grants include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

#### **F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within



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budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **Section 45:**

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

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(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or

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other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
- (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
  - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
  - (B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service



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provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

- (1) The candidate has completed at least one-half of the school year.
- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
- (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
- (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.) or similar state law.
- (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency

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training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

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## **Exhibit A**

### **Task List and Timeline**

#### **(Supplied by Grantee, Question 3 of RFA Response)**

Our teacher residency has a target number of 20 residents per year. Our recruitment efforts begin with advertising inside our schools and gathering referrals from our local communities. We seek especially to bring the Residency opportunity to our current Teaching Assistants and substitutes, who have often already met many of the prerequisites to join a teacher credentialing program, but for whom the cost of completing a full-year credentialing program is prohibitively high. In addition, we recruit through our community partner organizations, whose employees and volunteers are deeply immersed in our school communities. Our current Teaching Assistants, substitutes, community organization employees and volunteers often come from racial and cultural backgrounds that are similar to our students, and have affinities with our students. They have shown the commitment and investment in our students that is a foundation for their career as an educator.

The selection process for the Alder residency program is rigorous, and requires that candidates pass an application review and interview process with a panel prior to being invited to apply to Alder GSE. Alder staff and the Director of the Residency offer high-touch supports to ensure that candidates who are recruited and selected have access to the information they need to successfully enroll in the program. This includes regular contact including phone calls, emails and one-on-one conversations, as well as informational webinars and progress monitoring to ensure candidates have completed all needed requirements.

Once they do earn admission to Alder GSE, residents are supported to enroll in the program and immediately begin to process as a student teacher within LAUSD. Our teams work closely together to support new residents through this process.

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**Exhibit B****Budget****(Supplied by Grantee, Appendix G)**

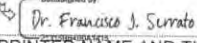
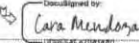
| <b>Program Component</b>                                                                                                     | <b>Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                            | \$500.00                                  | 20                                                              | \$10,000.00                        |
| Mentor Teacher Stipend (this may include housing stipends)                                                                   | \$3,000.00                                | 20                                                              | \$60,000.00                        |
| Mentor Teacher Release Time                                                                                                  | \$250.00                                  | 20                                                              | \$5,000.00                         |
| Teacher Preparation Costs (Tuition, Fees,                                                                                    | \$0.00                                    | 0                                                               | \$0.00                             |
| Salary/Stipend for Residents (this may include housing stipends)                                                             | \$16,000.00                               | 20                                                              | \$320,000.00                       |
| IHE Faculty Stipends                                                                                                         | \$0.00                                    | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                     | \$0.00                                    | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                            | \$500.00                                  | 20                                                              | \$10,000.00                        |
| Induction Support for Residents who Complete the Program                                                                     | \$1,000.00                                | 20                                                              | \$20,000.00                        |
| Residency program staff costs                                                                                                | \$2,000.00                                | 20                                                              | \$40,000.00                        |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this | \$1,250.00                                | 20                                                              | \$25,000.00                        |
| Other (describe below)                                                                                                       | \$500.00                                  | 0                                                               | \$10,000.00                        |
| Technical Assistance from Alder GSE for resident recruitment, student services, and exam support - \$500 - 20 - \$10,000     |                                           |                                                                 |                                    |
| <b>TOTALS</b>                                                                                                                | \$25,000.00                               |                                                                 | \$500,000.00                       |



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ATTACHMENT B

## GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                        |                              |                              |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Los Angeles Unified School District 2021TRIE312                                                                                        |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Teacher Residency Implementation and Expansion Grant                                                                                   |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | February 29 <sup>th</sup> , 2024                                                                                                       | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                        |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                        |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement a new or expand an existing residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                                        |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$400,000.00                                                                                                                           |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                        |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Commission on Teacher Credentialing</b>                                                                                             |                              |                              |                               |
| 333 South Beaudry Ave<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                                              |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BY (AUTHORIZED SIGNATURE):                                                                                                             |                              |                              |                               |
| <br><small>Declassified by:</small><br>Dr. Francisco J. Serrato                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <br><small>Declassified by:</small><br>Cara Mendoza |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Francisco Serrato, Chief Human Resources Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                        |                              |                              |                               |
| DATE SIGNED:<br>Mar 20, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DATE SIGNED:<br>Mar 20, 2024                                                                                                           |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                        |                              |                              |                               |
| GRANT NUMBER<br>2021TRIE312                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | General Fund (0001)<br>Proposition 98                                                                                                  | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$400,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ITEM<br>6360-603-0001                                                                                                                  | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397              | FISCAL<br>YEAR<br>2023-24     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                        |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                        | DATE                         |                              |                               |
| <br><small>Declassified by:</small><br>Sara Saalee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                        | Mar 26, 2024                 |                              |                               |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation and Expansion Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation and Expansion Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in



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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes. The grantee may shift funds between approved budget categories. If the shift exceeds 10% of total grant funds, then approval to do so must be given by Commission staff.
3. Grantees will be expected to make appropriate yearly progress in implementing or expanding their residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Awarded grantee LEAs are responsible for responding to the Commission's requirements for data collection, evaluation, and reporting. Grantees must submit reports annually to the Commission throughout the grant period. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation and Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation and Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:



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1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.
5. Please note that the Commission fiscal department closes for the fiscal year in June of each year. Grants awarded or DocuSign forms signed in late May/June may not have funds disbursed until after July 1<sup>st</sup> of a given year.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the first \$25,000 per resident in grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Grant funds may not be used to reimburse expenditures incurred prior to the start date of the project's "Performance Period," as indicated on the first page of this grant agreement.
3. Sample activities that can be funded through the Teacher Residency Implementation and Expansion Grants include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
4. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work



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performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier. Repayment of grant funds shall be made in accordance with subdivisions (n) and (o) of Education Code §44415.5.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.

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5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.



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## Budget Act Legislation

### SEC. 46.

Section 44415.5 is amended in Education Code, to read:

#### Education Code §44415.5.

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) “Experienced mentor teacher” means an educator who meets all of the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring. For programs leading to the issuance of new PK-3 early childhood education specialist credentials, the mentor teacher must have at least three years of teaching experience in prekindergarten, transitional kindergarten, kindergarten, or any of grades 1 to 3, inclusive, and hold a clear multiple subject credential.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) “Teacher residency program” is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) (1) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(2) Grant funding awarded pursuant to this section shall be expended by a grant recipient within five fiscal years of the fiscal year in which the grant was awarded.

(c) (1) The commission shall make grants to applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including, but not limited to, special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, school counselors, and any other fields identified by the commission based on an annual analysis of state and regional hiring and vacancy data.

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(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to forty thousand dollars \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the first twenty-five thousand dollars (\$25,000) of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(5) Compensation for residents.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of the first twenty-five thousand dollars (\$25,000) in grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, resident compensation costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

(1) Ensure that candidates are prepared to earn a preliminary teaching credential, including a PK-3 early childhood education specialist credential, in furtherance of paragraph (1) of subdivision (c) upon completion of the program.

(2) Ensure that candidates are provided instruction in all of the following:

(A) Teaching the content area or areas in which the teacher will become certified to teach.

(B) Planning, curriculum development, and assessment.

(C) Learning and child development.



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- (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.
- (6) (A) For grants awarded during and after the 2023–24 fiscal year, provide a minimum compensation package, which may include, but is not limited to, a living stipend or wages for employment of no less than twenty thousand dollars (\$20,000) per candidate. Nothing in this section precludes a grant recipient from providing a larger compensation package to candidates, and grant recipients are encouraged to provide a compensation package to residents that is similar to the grant recipient's compensation of school staff with comparable duties.
- (B) To the extent a grant recipient received an award of up to twenty-five thousand dollars (\$25,000) per candidate before the 2023–24 fiscal year and is serving candidates during and after the 2023–24 school year with that award, and commits to providing the minimum compensation package to those candidates, the grant recipient may submit the number of those candidates and associated per-resident award to the commission for an additional per-resident allocation for a combined per-resident total of up to forty thousand dollars (\$40,000).
- (h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.
- (i) When selecting grant recipients, the commission shall do both of the following:
- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
  - (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
    - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
    - (B) A school that is located in either a rural location or a densely populated region.



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(j) (1) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential, including a PK-3 early childhood education specialist credential. The candidate shall also commit in the written agreement to annually reporting to their sponsoring local educational agency where they are employed and their current contact information until they have completed their service requirement or eight years after completion of residency, whichever occurs first.

(2) A candidate shall have eight school years to complete the four-school-year teaching commitment.

(3) This subdivision shall apply to any current candidate or teacher that participates in a residency program under this section.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active-duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) If a candidate is unable to complete their residency program or service requirement because of hardship, as defined by the commission, they may apply to waive any repayment obligation as described in subdivision (q).

(m) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

(1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.

(2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.

(3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(n) (1) If the commission is informed that more than 10 percent of sponsored candidates in a local educational agency's yearly program cohort failed to earn a preliminary credential or failed to meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a preliminary credential or meet their teaching commitment above a 10-percent attrition rate.

(2) The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.



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(3) A candidate who obtains a waiver pursuant to subdivision (l) shall not count toward the 10-percent attrition rate.

(o) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (n), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(p) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (o) shall be deposited into the Proposition 98 Reversion Account.

(q) (1) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential, or who fails to complete the period of placement, the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.

(2) Costs considered as part of a candidate's residency training for purposes of this subdivision shall not include costs associated with a candidate's compensation package, mentor compensation, or overall program administration and shall be limited to costs incurred that are specific to that candidate, such as tuition and materials.

(r) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(s) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs.

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(t) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

#### **SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

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**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.



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**Exhibit A****Task List and Timeline****(Supplied by Grantee, Question 3 of RFA Response)****3. Teacher Residency Program to be Implemented**

LAUSD, CSUDH and Teacher Village are committed to working collaboratively to develop a teacher residency that will focus on the recruitment, preparation, and retention of Black male teachers. The Teacher Residency Capacity Grant will support the development of a deep partnership through the following activities that span over 3 years:

| Timeline             | Activity                                                                                                                                                                                                                                                                                                                                                                        | LAUSD Participants        | CSUDH Participants                                                                                   |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|
| July - August 2023   | Clarify shared vision of residency between IHE and LEA and partners. Discuss financial sustainability of residency program beyond CTC funding.                                                                                                                                                                                                                                  | HR Directors              | Teacher Education Division (TED) Faculty/ Teacher Village Director                                   |
| July - August 2023   | Develop Teacher Residency MOU.                                                                                                                                                                                                                                                                                                                                                  | Chief of HR, HR Directors | Dean, Associate Dean, Coordinator of Clinical Practice                                               |
| July - August 2023   | Develop information sessions for resident recruitment and criteria and protocols for resident selection.                                                                                                                                                                                                                                                                        | HR Directors              | Coordinator of Clinical Practice, TED Faculty/ Teacher Village Director                              |
| August 2023 and 2024 | Recruit and select Black male teacher fellows via targeted and enhanced outreach to Historically Black Colleges and Universities (HBCUs) and institutions with substantial numbers of Black male students. Hold information sessions, webinars, and workshops. These activities will be centered around the question of equity in schools and the lack of Black male educators. |                           | Teacher Education Division (TED) Faculty/ Teacher Village Director                                   |
| September 2023       | Develop criteria and protocols for mentor teacher selection.                                                                                                                                                                                                                                                                                                                    | HR Directors              | Teacher Education Division (TED) Faculty/ Teacher Village Director, Coordinator of Clinical Practice |

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| Timeline                                           | Activity                                                                                                                                                        | LAUSD Participants     | CSUDH Participants                                                                                     |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------|
| September - October 2023 and 2024                  | Support residents to apply for credential programs by November 1.                                                                                               |                        | Coordinator of Clinical Practice, TED Faculty, Student Services Coordinator                            |
| November - January 2024 and 2025                   | Recruit and select mentor teachers (observations and interviews) aligned with the content areas of selected residents.                                          |                        | Coordinator of Clinical Practice, TED Faculty/ Teacher Village Director (Peter, Cristina, and Kirk)    |
| January - March 2024                               | Construct mentor teacher initial training.                                                                                                                      | Independent Consultant | TED Faculty/ Teacher Village Director                                                                  |
| September - January 2024                           | Tailor clinical coursework to residency model to inform mentor teacher training.                                                                                |                        | Coordinator of Clinical Practice, Clinical Coordinators, Chairs, TED Faculty/ Teacher Village Director |
| May - June 2024                                    | Train selected mentor teachers to initially accept a resident.                                                                                                  | Independent Consultant | TED Faculty/ Teacher Village Director                                                                  |
| July 2023 - August 2024                            | Develop and implement a program evaluation model aligned with CTC, LAUSD, CSUDH and Teacher Village reporting requirements.                                     | HR Directors           | Coordinator of Clinical Practice, TED Faculty/ Teacher Village Director                                |
| August 2024 - June 2025<br>August 2025 - June 2026 | Develop and continue to implement community building, support, and training sessions for mentor teachers and residents, during the school year for each cohort. |                        | TED Faculty/Teacher Village Director                                                                   |



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| Timeline              | Activity                                                                                                                                                                                                                                                                   | LAUSD Participants | CSUDH Participants                   |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------|
| July 2023 - June 2026 | Co-construct the podcast with stakeholders to document the process, which can be used as a future recruitment tool. Podcasting has the potential to shift policy, amplify the voices of Black males, and generate data that can be used for evaluation and future funding. |                    | TED Faculty/Teacher Village Director |

#### **Shared Vision for Residency & Financial Model**

If funded, LAUSD, CSUDH and Teacher Village will engage in discussions to develop a shared vision statement for the residency. This vision will guide the residency program development and implementation and will be aligned to the institutional commitments of all organizations. In addition, LAUSD and CSUDH leadership will discuss the financial sustainability of the residency program within LAUSD's existing funding structures.

#### **Resident Recruitment and Selection**

To recruit fellows, Teacher Village hosts curated events that gather the target market and/or constituents who would refer potential Black men to the residency program. Recruiters attend HBCU back to school events, and homecoming activities with information tables sharing the opportunity to teach in Los Angeles. Teacher Village fellows will be recruited into the residency program to complete a teaching credential program at CSUDH.

In addition to Teacher Village fellows, interested candidates will be invited to information sessions that share the requirements to enter a teaching credential program and explain all aspects of the residency program.

The Teacher Village vetting process for fellows is measured by a rubric that has 9 competencies that ensures success while entering into the teaching profession. The following competencies are measured through an interview process: socially conscious, community oriented, equity minded, intelligent, flexible, invested in the Black community, invested in Los Angeles, desire to impact Black men, and advocate for social justice. These competencies will act as the foundation for developing selection criteria for residents. LAUSD hiring and CSUDH clinical practice evaluation criteria will also inform the development of section materials and protocols.

After candidates are selected to enter the residency program, they will be supported to apply to enter credential programs during the spring semester. After completing pre-service and co-requisite courses in the spring, residents will enter the fall semester as residents and will be placed with mentor teachers in classrooms for the entire school year. The goal is to recruit 2 cohorts of 10 residents to enter placements during the 2024-2025 and 2025-2026 school year.

#### **Mentor Teacher Recruitment, Selection, and Initial Training**

Capacity building activities will also include the careful selection and training of 10 mentor teachers within chosen school sites, who 1) possess the pedagogical content knowledge and skills to support residents in the credential area of their choice; 2) possess the dispositions to mentor residents to develop their own teaching practice; and 3) possess the qualifications required by the CTC,



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including at least three years of K-12 teaching experience and a clear credential within candidates' content areas. If awarded, CSUDH and LAUSD will immediately engage in developing a shared vision of the knowledge, skills, and dispositions of an effective mentor teacher, which will include the commitment to support the cultural, social, and emotional aspects of Black teachers' development. This vision will be translated to selection criteria and protocols. Selection of mentor teachers will be completed by leadership within both organizations to ensure multiple perspectives are incorporated.

Prior to welcoming residents into their classrooms, selected mentor teachers will complete initial training held by TED faculty and the Teacher Village Director. Mentor teachers will be trained in culturally-affirming and community-based approaches to nurturing the development of African American teachers. This approach pays particular attention to Black men, many of whom must heal from trauma experienced in their lives and communities as they become teachers. Clinical coursework requirements and evaluation methods will also be woven into the training to ensure that mentor teachers understand how to leverage the evaluation of clinical practice requirements as support for development.

#### **Cohort Model: Teacher Village and Monthly Convenings**

New teachers often feel overwhelmed and isolated. For African Americans this is exacerbated by what former U.S. Secretary of Education John B. King Jr. calls an "invisible tax." This can take many forms such as the unconscious expectation by white school leaders that Black teachers will take the lead on disciplining Black students and be the experts on all issues related to cultural diversity.

These realities mean that many new teachers leave the profession before they have achieved a level of mastery that would sustain a long career, and this is especially true in high needs communities. The resulting impact falls most heavily on students of color who often face a treadmill of new teachers who rarely share their racial and cultural background, often are unqualified, and are likely to leave the profession within three years.

Residents will have the opportunity to choose their credential program based on their long-term career goals and passion for teaching within a specific content area. As a result, residents may not enroll in the same courses, yet they will still be cohorted based on the support they receive as Teacher Village fellows and/or monthly convenings with all residents and mentor teachers held in collaboration between the Teacher Village Director and TED faculty.

As a multifaceted multi-year program, the Teacher Village provides professional community, social connection, and housing for Black college graduates while they are earning their teaching credential. The program:

- Engages college seniors at HBCUs and local colleges in Los Angeles to encourage them to consider a career in education.
- Features a two-year Teacher Village Fellowship. After graduating from college, Fellows move into housing provided by the program, participate in a pre-service Summer Institute, and then work as teaching assistants under master teachers as they earn their teaching credential through our partnerships with the Los Angeles Unified School District (LAUSD) and the CSUDH credentialing programs. During year two, they complete their student teaching.
- Addresses the emotional, cultural, and soft skills development that are not the strength of the credentialing programs. The Village supplements those programs with additional workshops, professional mentoring, and peer support from within the cohort.

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- Provides housing until a new teacher is fully certified and has secured a teaching position. As they near completion, Fellows will also be connected to workshops and resources for first-time home owners and encouraged to work towards buying a home in the community.

If residents are not Teacher Village fellows, they will still be provided sustained support through monthly convenings. The convenings enable residents and mentor teachers the opportunity to build community, and engage in timely support.



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**Exhibit B  
Budget  
(Supplied by Grantee, Appendix G)**

**Grant Funds**

| <b>Program Component</b>                                                                                                                                                       | <b>Proposed Amount of Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                                                                              | \$2,000.00                                                   | 10                                                              | \$20,000.00                        |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                                                     | \$3,000.00                                                   | 10                                                              | \$30,000.00                        |
| Mentor Teacher Release Time                                                                                                                                                    | \$0.00                                                       | 0                                                               | \$0.00                             |
| Teacher Preparation Costs (Tuition, Fees,                                                                                                                                      | \$0.00                                                       | 0                                                               | \$0.00                             |
| Salary/Stipend for Residents (This may include living stipends, wages, housing stipends and benefits commonly included in compensation packages, with a minimum of \$20, 000.) | \$35,000.00                                                  | 10                                                              | \$350,000.00                       |
| IHE Faculty Stipends                                                                                                                                                           | \$0.00                                                       | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                                                              | \$0.00                                                       | 0                                                               | \$0.00                             |
| Induction Support for Residents who Complete the Program                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Residency program staff costs                                                                                                                                                  | \$0.00                                                       | 0                                                               | \$0.00                             |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                                                   | \$0.00                                                       | 0                                                               | \$0.00                             |
| Other (describe below)                                                                                                                                                         | \$0.00                                                       | 0                                                               | \$0.00                             |
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested                                |                                                              |                                                                 |                                    |
| <b>TOTALS</b>                                                                                                                                                                  | <b>\$40,000.00</b>                                           |                                                                 | <b>\$400,000.00</b>                |

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ATTACHMENT C

## GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

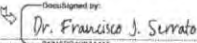
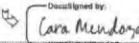
|                                            |                                                      |         |                              |
|--------------------------------------------|------------------------------------------------------|---------|------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b> | Los Angeles Unified School District 2021TRIE313      |         |                              |
| <b>PROJECT TITLE</b>                       | Teacher Residency Implementation and Expansion Grant |         |                              |
| <b>PERFORMANCE PERIOD</b>                  | February 29 <sup>th</sup> , 2024                     | through | June 30 <sup>th</sup> , 2026 |

Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.

### PROJECT DESCRIPTION

*Los Angeles Unified School District* is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement a new or expand an existing residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.

Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.

|                                                                                                                   |                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                          | \$2,200,000.00                                                                                                    |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.               |                                                                                                                   |
| <b>Los Angeles Unified School District</b>                                                                        | <b>Commission on Teacher Credentialing</b>                                                                        |
| 333 South Beaudry Ave<br>Los Angeles, CA 90017                                                                    | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                         |
| BY (AUTHORIZED SIGNATURE):<br> | BY (AUTHORIZED SIGNATURE):<br> |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Francisco Serrato, Chief Human Resources Officer         | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |
| DATE SIGNED:<br>Mar 20, 2024                                                                                      | DATE SIGNED:<br>Mar 20, 2024                                                                                      |

### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

|                                       |                                       |                              |                    |                               |
|---------------------------------------|---------------------------------------|------------------------------|--------------------|-------------------------------|
| GRANT NUMBER<br>2021TRIE313           | General Fund (0001)<br>Proposition 98 | ENY<br>2020                  | ACCOUNT<br>5432000 | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$2,200,000.00 | ITEM<br>6360-603-0001                 | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397    | FISCAL<br>YEAR<br>2023-24     |

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

|                                                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------|----------------------|
| SIGNATURE OF ACCOUNTING OFFICER<br> | DATE<br>Mar 26, 2024 |
|------------------------------------------------------------------------------------------------------------------------|----------------------|



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## **GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING**

### **TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

#### **General Provisions**

##### **A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation and Expansion Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation and Expansion Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in



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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes. The grantee may shift funds between approved budget categories. If the shift exceeds 10% of total grant funds, then approval to do so much be given by Commission staff.
3. Grantees will be expected to make appropriate yearly progress in implementing or expanding their residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Awarded grantee LEAs are responsible for responding to the Commission's requirements for data collection, evaluation, and reporting. Grantees must submit reports annually to the Commission throughout the grant period. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation and Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation and Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

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1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.
5. Please note that the Commission fiscal department closes for the fiscal year in June of each year. Grants awarded or DocuSign forms signed in late May/June may not have funds disbursed until after July 1<sup>st</sup> of a given year.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the first \$25,000 per resident in grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Grant funds may not be used to reimburse expenditures incurred prior to the start date of the project's "Performance Period," as indicated on the first page of this grant agreement.
3. Sample activities that can be funded through the Teacher Residency Implementation and Expansion Grants include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
4. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work



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performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier. Repayment of grant funds shall be made in accordance with subdivisions (n) and (o) of Education Code §44415.5.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.

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5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.



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## Budget Act Legislation

### SEC. 46.

Section 44415.5 is amended in Education Code, to read:

#### Education Code §44415.5.

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) “Experienced mentor teacher” means an educator who meets all of the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring. For programs leading to the issuance of new PK-3 early childhood education specialist credentials, the mentor teacher must have at least three years of teaching experience in prekindergarten, transitional kindergarten, kindergarten, or any of grades 1 to 3, inclusive, and hold a clear multiple subject credential.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) “Teacher residency program” is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) (1) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(2) Grant funding awarded pursuant to this section shall be expended by a grant recipient within five fiscal years of the fiscal year in which the grant was awarded.

(c) (1) The commission shall make grants to applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including, but not limited to, special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, school counselors, and any other fields identified by the commission based on an annual analysis of state and regional hiring and vacancy data.

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(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to forty thousand dollars \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the first twenty-five thousand dollars (\$25,000) of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(5) Compensation for residents.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of the first twenty-five thousand dollars (\$25,000) in grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, resident compensation costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

(1) Ensure that candidates are prepared to earn a preliminary teaching credential, including a PK-3 early childhood education specialist credential, in furtherance of paragraph (1) of subdivision (c) upon completion of the program.

(2) Ensure that candidates are provided instruction in all of the following:

(A) Teaching the content area or areas in which the teacher will become certified to teach.

(B) Planning, curriculum development, and assessment.

(C) Learning and child development.



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- (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.
- (6) (A) For grants awarded during and after the 2023–24 fiscal year, provide a minimum compensation package, which may include, but is not limited to, a living stipend or wages for employment of no less than twenty thousand dollars (\$20,000) per candidate. Nothing in this section precludes a grant recipient from providing a larger compensation package to candidates, and grant recipients are encouraged to provide a compensation package to residents that is similar to the grant recipient's compensation of school staff with comparable duties.
- (B) To the extent a grant recipient received an award of up to twenty-five thousand dollars (\$25,000) per candidate before the 2023–24 fiscal year and is serving candidates during and after the 2023–24 school year with that award, and commits to providing the minimum compensation package to those candidates, the grant recipient may submit the number of those candidates and associated per-resident award to the commission for an additional per-resident allocation for a combined per-resident total of up to forty thousand dollars (\$40,000).
- (h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.
- (i) When selecting grant recipients, the commission shall do both of the following:
- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
  - (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
    - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
    - (B) A school that is located in either a rural location or a densely populated region.



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(j) (1) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential, including a PK-3 early childhood education specialist credential. The candidate shall also commit in the written agreement to annually reporting to their sponsoring local educational agency where they are employed and their current contact information until they have completed their service requirement or eight years after completion of residency, whichever occurs first.

(2) A candidate shall have eight school years to complete the four-school-year teaching commitment.

(3) This subdivision shall apply to any current candidate or teacher that participates in a residency program under this section.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active-duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) If a candidate is unable to complete their residency program or service requirement because of hardship, as defined by the commission, they may apply to waive any repayment obligation as described in subdivision (q).

(m) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

(1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.

(2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.

(3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(n) (1) If the commission is informed that more than 10 percent of sponsored candidates in a local educational agency's yearly program cohort failed to earn a preliminary credential or failed to meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a preliminary credential or meet their teaching commitment above a 10-percent attrition rate.

(2) The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.



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- (3) A candidate who obtains a waiver pursuant to subdivision (l) shall not count toward the 10-percent attrition rate.
- (o) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (n), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.
- (p) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (o) shall be deposited into the Proposition 98 Reversion Account.
- (q) (1) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential, or who fails to complete the period of placement, the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.
- (2) Costs considered as part of a candidate's residency training for purposes of this subdivision shall not include costs associated with a candidate's compensation package, mentor compensation, or overall program administration and shall be limited to costs incurred that are specific to that candidate, such as tuition and materials.
- (r) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.
- (s) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs.
- (2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.
- (B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.
- (t) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

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**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.



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## Exhibit A Task List and Timeline (Supplied by Grantee, Question 3 of RFA Response)

### 3. The Teacher Residency Program to be Implemented

Our transformation model seeks to effectively train 165 new Special Education, Multiple Subject, and Single Subject teachers to successfully obtain licensure over the life of the grant. LAUTR-CC intends to recruit, select, train, and graduate diverse cohorts of teachers specifically picked to serve in this partner district's high-needs schools and areas. Candidates will utilize VSorts™ to establish a baseline of their cultural competence for Multi-Language Speakers, SpEd, and STEM within the PreK-12 schooling context upon acceptance. These candidates come from targeted recruitment of both recent college graduates and mid-career changers who have a strong content background. LAUTR-CC has set a goal of having 67% of all Residents be candidates of color. As a Hispanic Serving Institution, and the selected District demographic data reflects the shared belief that teachers within every school & district should be representative of the cultural, racial-ethnic, and language backgrounds of the students they teach. We will target recruitment from other Hispanic Serving Institutions and Historically Black Colleges for California natives that want to help transform their communities.

LAUTR-CC will focus on recruiting soon-to-be and recent college graduates in the top third of their graduating class and continue to work with our Community College Partners (East LA College, Rio Hondo College) to feed identified students into our existing teacher pipelines (Urban Learning Program [Cal State LA's Undergraduate Education Major that is blended with a credential], Liberal Studies, Natural Science, Mathematics).

We will also partner with Career Service Centers at select colleges (including HBCU's and other MSI's) to recruit STEM and Liberal Studies[1] seniors, pathway programs at two Community Colleges to "Grow Our Own" as well as mid-career changers with strong subject matter backgrounds, with strong interpersonal skills and a commitment to serve the targeted communities.

The partnership has identified the following criteria that all applicants must fulfill: (1) able to articulate a philosophy of education grounded in equity and social justice; (2) strong content background; (3) evidence of working collaboratively; (4) service to the community; (5) grasp of data-based inquiry; (6) an assets-based orientation to family and community; (7) effective communication skills; (8) completion of a Bachelor's degree with at least a 2.75 GPA; and (8) commitment to three years of teaching in LAUSD or PUSD upon certification.

As mentioned before, the admission date for residents occurs during the term when they apply for and are successfully admitted into the program. Enrollment begins in the subsequent term (Summer, Fall, Spring) after formal acceptance to the university, college and program for which they have applied. However, the clinical practice start date for residents begins at the onset of the Cal State LA Fall semester (mid-August) and will finish at the end of the Cal State LA Spring semester (mid-May), regardless of when they are formally admitted. Our first cohort for this grant will begin in the Fall of 2024.

Our previous iteration of LAUTR included Single Subject Math or Science and Special Education with an emphasis in STEM. LAUTR-CC will contain three unique pathways into the teaching profession: The STEM pathway which includes Mathematics, Engineering and Science (single subject credential areas include Physics, Chemistry, and Biology) Single Subject Credentials, an Educational Specialist Credential (Mild-Moderate Support Needs, Extensive Support Needs, or Visual Impairments), and a Multiple Subject pathway with a Bilingual Added Authorization (BAA) in Spanish or Mandarin.

The Los Angeles Urban Teacher Residency program was launched in 2009 with a focus on



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training STEM Teachers. In 2014, the LAUTR program added an emphasis on training Educational Specialists - Mild-to-Moderate Support Needs. This application will expand the educational specialist pathway and will look at Elementary teachers (especially those who will be entering into bilingual classrooms. The efforts outlined in this proposal are meant to supplement the ongoing efforts to maximize the viability of the residency pathway and do not supplant any components

The LAUTR program has 43 mentor teachers in Special Education and 29 STEM mentor teachers that make up the current pool of mentors. Our current pool of STEM teachers should be sufficient, especially since we have a number of graduates that are still teaching in the classroom who would now qualify as a mentor teacher. We will be looking for 12 Special Education teachers across multiple focus areas. We will be recruiting new teachers in the field of Extensive Support Needs and Visual Impairments. We will also be recruiting 10 new Multiple subjects teachers.

In collaboration with LAUSD and school site administrators, LAUTR will work to identify potential teachers in STEM, bilingual education, and special education who are committed to mentoring preservice teachers. LAUTR does have a current database with which to access past mentors. This database requires continuous updating as mentors are added as we vet and identify new mentors or deleted when they take on new roles within the district outside of the classroom and/or retire.

The LAUTR-CC program involves culturally sustaining pedagogical practices (Alim & Paris, 2019) rooted in the communities that the residents are serving. These pedagogical practices are vetted with the mentor to evaluate the mentor's readiness to coach and develop the resident and identify needs and strategies for development of the mentor's capacity to deliver quality coaching. LAUTR-CC purposefully positions the Mentor as a learner to help the residents see a model for practice-based growth. This is especially powerful when the mentor is trained and experienced, but also embraces the role of lifelong learning.

We will coordinate our mentor training program with the Student Learning outcomes from a course in the Educational Administration Credential program (EDAD 5065 – Instructional Leadership) at Cal State LA. This will give mentor teachers an introduction to leadership in the school and at the same time, will provide them with an entry path into the administrative credential program. In addition, we will begin exploring a micro-credential in teacher leadership and coaching.

LAUTR-CC will have a rigorous and competitive process for selecting mentors within LAUSD partner schools. Selection criteria will include: (1) an education philosophy grounded in equity; (2) strong content background; (3) evidence of effective planning and differentiated instructional practice; (4) an ability to articulate teaching "moves," (5) exemplary use of data-based inquiry and formative assessments to inform instruction; (6) evidence of ability to lead and collaborate with others; (7) demonstration of alignment with LAUTR-CC's Dispositional Assessment (RT 360); (8) evidence of work with parents and community; (9) demonstration of effective communication skills; (10) a minimum of three years of teaching experience; (11) possession of a Clear Credential[1]; and (12) a strong endorsement from his/her school principal who may be able to relieve the mentor of some duties as a result of the added responsibilities.

The selection process will include review of application materials, interviews, classroom observations and/or videotapes of classroom instruction, and review of lesson/unit plans. Mentors will be required to participate in district sponsored Mentor Training that is led by the District's Human Resources department. LAUTR-CC will then lead 3-hour monthly follow-up sessions during the



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year, some of which are aligned with resident seminars to ensure that the program is capitalizing on learning opportunities. A ready pool of quality mentors already exists in the target districts who were trained during the second cycle of LAUTR which is anticipated to ease the first year of mentor professional development and mentor selection.

The Mentor and Supervisor Training and Support Program -All LAUTR-CC mentors and university supervisors will participate in California's CTC-required training for those who coach student teachers. This Intersegmental Project developed by the California Council on Teacher Education in collaboration with the CEEDAR Center consists of eight hours of professional development on three key areas: 1) coaching adult learners (i.e., adult learning principles, learning focused relationships, maximizing time and attention, applying verbal tools to invite thinking); 2) instructional strategies for all learners (i.e., elements of effective lesson design, managing instructional environments, classroom technology integration); 3) improve the application of subject matter or content knowledge; and 4) inclusive education (i.e., Multi-Tier Systems of Support, Universal Design for Learning, differentiated instruction).

LAUTR-CC will develop and deliver supplemental training in mentoring competencies and skills necessary for California residency programs that promote teacher leadership (Criswell, B. A., et al., 2018) and data inquiry (Nava, I., et al., 2019). Training will be aligned to the following two frameworks:

- The California Administrator Performance Expectations (CAPE): student centered vision, vision planning and implementation, professional learning culture, curriculum and instruction, assessment and accountability, reflective practice, and ethical decision making). The content, assignments, and assessments described in the EDAD 5065: Instructional Leadership course syllabus are aligned to the CAPEs, which will be adapted for the LAUTR mentor training scope and sequence.
- Dispositions, beliefs, attitudes, and values about teaching, learning, and leadership that constitute a "teacher leadership stance". Poekert et al. (2016) described teacher leadership as "a stance that is responsive to the needs of...students and motivates... colleagues toward improving their performance" (p. 325). A teacher-leadership stance is grounded in three assumptions: a) teaching is a profession, b) teaching is a political act, and c) teaching is a collaborative process. (Smulyan, 2016).

Cal State LA, in partnership with LAUSD received a stipend from the California Resident Lab in early 2020 for the development of online mentor training modules. The four-part training modules focus on co-teaching methods in general education-special education teacher partnerships and mentor-resident pairs. Mentors also strengthen their integration of UDL and differentiation strategies in co-teaching for K-12 STEM and ELA classrooms. The training modules support four data inquiry cycles focused on key Teacher Performance Expectations for resident practice. Mentor-resident conversations center on gathering data on student strengths and learning gaps (co-planning), pedagogical approaches for diverse learners (co-teaching), protocols for assessing student and teacher work (co-assessing), and peer observations, feedback, and reflection.

This comprehensive training and support for LAUTR mentors demonstrates how consistency and coherence will be assured across multiple school sites, content areas, and school administrations within the district.

The coursework for the LAUTR program was developed in collaboration with LAUSD as part of a Curriculum Committee that looked at program redundancies, while explicitly tying the field experience with the coursework.

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**Exhibit B  
Budget  
(Supplied by Grantee, Appendix G)**

**Grant Funds**

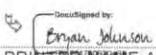
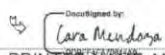
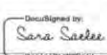
| <b>Program Component</b>                                                                                                                                                       | <b>Proposed Amount of Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                                                                              | \$3,000.00                                                   | 55                                                              | \$165,000.00                       |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                                                     | \$0.00                                                       | 0                                                               | \$0.00                             |
| Mentor Teacher Release Time                                                                                                                                                    | \$0.00                                                       | 0                                                               | \$0.00                             |
| Teacher Preparation Costs (Tuition, Fees,                                                                                                                                      | \$0.00                                                       | 0                                                               | \$0.00                             |
| Salary/Stipend for Residents (This may include living stipends, wages, housing stipends and benefits commonly included in compensation packages, with a minimum of \$20, 000.) | \$35,000.00                                                  | 55                                                              | \$1,925,000.00                     |
| IHE Faculty Stipends                                                                                                                                                           | \$0.00                                                       | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                                                              | \$0.00                                                       | 0                                                               | \$0.00                             |
| Induction Support for Residents who Complete the Program                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Residency program staff costs                                                                                                                                                  | \$0.00                                                       | 0                                                               | \$0.00                             |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                                                   | \$2,000.00                                                   | 55                                                              | \$110,000.00                       |
| Other (describe below)                                                                                                                                                         | \$0.00                                                       | 0                                                               | \$0.00                             |
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested                                |                                                              |                                                                 |                                    |
| <b>TOTALS</b>                                                                                                                                                                  | <b>\$40,000.00</b>                                           |                                                                 | <b>\$2,200,000.00</b>              |



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ATTACHMENT D

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                      |                              |                              |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Los Angeles Unified School District 2021TRI31                                                                                        |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Teacher Residency Implementation Grant                                                                                               |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | December 1 <sup>st</sup> , 2022                                                                                                      | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                      |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement or expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                                      |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$750,000.00                                                                                                                         |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                      |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Commission on Teacher Credentialing</b>                                                                                           |                              |                              |                               |
| 333 South Beaudry Ave.<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1900 Capitol Ave.<br>Sacramento, CA 95811                                                                                            |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | BY (AUTHORIZED SIGNATURE):                                                                                                           |                              |                              |                               |
| <br><small>DocuSigned by:</small><br>Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <br><small>DocuSigned by:</small><br>Cara Mendoza |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                      |                              |                              |                               |
| DATE SIGNED:<br>Jan 20, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE SIGNED:<br>Jan 20, 2023                                                                                                         |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                      |                              |                              |                               |
| GRANT NUMBER<br>2021TRI31                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | General Fund (0001)<br>Proposition 98                                                                                                | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$750,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ITEM<br>6360-603-0001                                                                                                                | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397              | FISCAL<br>YEAR<br>2022-23     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                      |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                      | DATE                         |                              |                               |
| <br><small>DocuSigned by:</small><br>Sara Saetee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                      | Jan 22, 2023                 |                              |                               |

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## **GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING**

### **TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

#### **General Provisions**

##### **A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in



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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.

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2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Implementation Grants include but are not limited to implementing or expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.



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**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **Section 45:**

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.



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(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or



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other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
- (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
  - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
  - (B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service



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provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

- (1) The candidate has completed at least one-half of the school year.
- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
- (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
- (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.) or similar state law.
- (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency

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training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

#### **SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

#### **44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.



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**Exhibit A****Task List and Timeline****(Supplied by Grantee, Question 3 of RFA Response)****Table 9: Number of Residents Recruited by Credential Type and Year**

| Credential Type                                | Recruitment Year |           |           |           |
|------------------------------------------------|------------------|-----------|-----------|-----------|
|                                                | 2023-24          | 2024-2025 | 2025-2026 | 2026-2027 |
| Special Education MME                          | 15               | 15        | 15        | 15        |
| Single Subject Mathematics/Science             | 10               | 10        | 10        | 10        |
| Multiple Subject TK/or Bilingual Authorization | 5                | 5         | 5         | 5         |
| Total                                          | 30               | 30        | 30        | 30        |

- **Plan for Recruitment** - ACT-R Program coordinators, as in the current CTC-funded residency, will oversee recruitment efforts. Residents would begin the program in **August 2023**. If funding is secured, the ACT-R website will be revised in 2022-23 and linked to LAUSD's HR website: <https://www.csun.edu/eisner-eclucation/accelerated-collaborative-teacher-preparation-program/act-r>. In addition, prospective teacher preparation candidates will attend credential office information sessions, with the ACT-R Program discussed as a program option. The CSUN College of Education recruitment officer will advertise the program through in-person information sessions with LAUSD, minority organizations on campus and in the community, and undergraduate programs. LAUSD will continue to assist recruitment efforts by sharing residency program information with the district's paraprofessionals, teachers with short-term permits, and substitute teachers.

Once a potential student submits an ACT-R application, an ACT-R Coordinator will contact the applicant for advisement and an interview. If the applicant meets criteria for credential program admission, she/he will undergo a second interview with CSUN faculty and LAUSD HR personnel. After collaboratively discussing and rating candidates, based on application materials and interviews, residents will be selected for the grant program.

- **Enrollment** - Selected residents must meet all CSUN admission requirements. Once admitted through the credential office, the ACT-R office administrative assistant provides a course schedule and permission numbers for each course, since most ACT-R courses are restricted for the residents. LAUSD HR personnel meet with candidates to ensure they understand all requirements for the ACT-R grant and review the **service agreement** and early contract which must be signed to remain an ACT-R resident. Funds for the stipend are typically sent after tuition is due. However, CSUN through Cash Services, has provided "enrollment protection" so that residents will not be dropped from their courses.

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**Exhibit B****Budget****(Supplied by Grantee, Appendix G)**

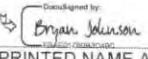
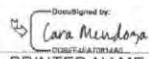
| <b>Program Component</b>                         | <b>Grant Funds Requested Per Resident</b> | <b>Targeted Number of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|--------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/Training | \$1,250                                   | 30                                                                   | \$37,500                           |
| Mentor Teacher Stipend                           | \$2,000                                   | 30                                                                   | \$60,000                           |
| Stipend for Residents                            | \$20,000                                  | 30                                                                   | \$600,000                          |
| IHE Faculty Stipends                             | \$500                                     | 30                                                                   | \$15,000                           |
| Residency program staff costs                    | \$750                                     | 30                                                                   | \$22,500                           |
| Program Administration (5%) cap                  | \$500                                     | 30                                                                   | \$15,000                           |
|                                                  | \$25,000                                  |                                                                      | \$750,000                          |



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ATTACHMENT E

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                   |                  |                              |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-----------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Los Angeles Unified School District 2021TRE14                                                                     |                  |                              |                             |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Teacher Residency Expansion Grant                                                                                 |                  |                              |                             |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | June 1 <sup>st</sup> , 2022                                                                                       | through          | June 30 <sup>th</sup> , 2026 |                             |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                   |                  |                              |                             |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                   |                  |                              |                             |
| <p>Los Angeles Unified School District is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                   |                  |                              |                             |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$650,000.00                                                                                                      |                  |                              |                             |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                  |                              |                             |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Commission on Teacher Credentialing</b>                                                                        |                  |                              |                             |
| 333 South Beaudry Avenue<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                         |                  |                              |                             |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BY (AUTHORIZED SIGNATURE):<br> |                  |                              |                             |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                  |                              |                             |
| DATE SIGNED: Jun 23, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE SIGNED: Jul 28, 2022                                                                                         |                  |                              |                             |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                   |                  |                              |                             |
| GRANT NUMBER<br>2021TRE14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | General Fund (0001)<br>Proposition 98                                                                             | ENY<br>2020      | ACCOUNT<br>5432000           | RPTG STRUCTURE<br>63602010  |
| ANNUAL GRANT AMOUNT<br>\$650,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ITEM<br>6360-603-0001                                                                                             | CHAPTER<br>44/21 | STATUTE<br>2021              | FISCAL<br>YEAR<br>2021-2022 |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                   |                  |                              |                             |
| SIGNATURE OF ACCOUNTING OFFICER<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DATE<br>Jul 28, 2022                                                                                              |                  |                              |                             |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program
6. The term "Program" means the California Teacher Residency Expansion Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Expansion Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in



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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount

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projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.

3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Expansion Grants include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within



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budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **Section 45:**

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.



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(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or



## Grant Number: 2021TRE14

other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
- (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
  - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
  - (B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service



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provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

- (1) The candidate has completed at least one-half of the school year.
- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
- (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
- (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.) or similar state law.
- (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency

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training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.



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**Exhibit A****Task List and Timeline****(Supplied by Grantee, Question 3 of RFA Response)**

| Residency                                        | 22-23 | 23-24 | 24-25 | 25-26 |
|--------------------------------------------------|-------|-------|-------|-------|
| Diversity in Teacher Workforce Multiple Subjects | 10    | 10    | 10    | 10    |
| Diversity in Teacher Workforce Single Subject    | 16    | 16    | 16    | 16    |

***Plan for recruiting***

UCLA TEP will oversee recruitment efforts as it has in the original CTC-funded residency. In the 22-23 school year, it has already admitted a group of talented and diverse pre-service teachers. These students will be recruited for the expanded residency should funds be awarded. Additionally, in the ensuing years of the grant, TEP will recruit residency candidates via online and in-person information sessions, presentations in undergraduate classes, and participation in university-sponsored graduate student fairs, including thoughts hosted by Historically Black Colleges and Universities (HBCUs). LAUSD will continue to assist recruitment efforts by sharing the residency information with the district's paraprofessionals and substitute teachers.

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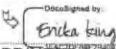
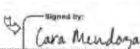
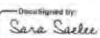
**Exhibit B****Budget****(Supplied by Grantee, Appendix G)**

| <b>Program Component</b>                                                                                                                        | <b>Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                                               | \$1,000.00                                | 26                                                              | \$26,000.00                        |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                      | \$3,000.00                                | 26                                                              | \$78,000.00                        |
| Mentor Teacher Release Time                                                                                                                     | \$0.00                                    | 0                                                               | \$0.00                             |
| Teacher Preparation Costs (Tuition, Fees,                                                                                                       | \$0.00                                    | 0                                                               | \$0.00                             |
| Salary/Stipend for Residents (this may include housing stipends)                                                                                | \$20,000.00                               | 26                                                              | \$520,000.00                       |
| IHE Faculty Stipends                                                                                                                            | \$0.00                                    | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                                        | \$0.00                                    | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                               | \$0.00                                    | 0                                                               | \$0.00                             |
| Induction Support for Residents who Complete the Program                                                                                        | \$0.00                                    | 0                                                               | \$0.00                             |
| Residency program staff costs                                                                                                                   | \$500.00                                  | 26                                                              | \$13,000.00                        |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                    | \$500.00                                  | 26                                                              | \$13,000.00                        |
| Other (describe below)                                                                                                                          | \$0.00                                    | 0                                                               | \$0.00                             |
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested |                                           |                                                                 |                                    |
| <b>TOTALS</b>                                                                                                                                   | \$25,000.00                               |                                                                 | \$650,000.00                       |



# GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

ATTACHMENT F **343**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                  |                              |                              |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Los Angeles Unified School District 2021TRIE427                                                                                  |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Teacher Residency Implementation and Expansion Grant                                                                             |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | April 8 <sup>th</sup> , 2024                                                                                                     | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                  |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                  |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement a new or expand an existing residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                                  |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$240,000.00                                                                                                                     |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                  |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Commission on Teacher Credentialing</b>                                                                                       |                              |                              |                               |
| 333 S Beaudry Ave<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                                        |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BY (AUTHORIZED SIGNATURE):                                                                                                       |                              |                              |                               |
| <br><small>DocuSigned by:</small><br>Ericka King                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <br><small>Signed by:</small><br>Cara Mendoza |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Ericka King, Contract Administration Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                  |                              |                              |                               |
| DATE SIGNED:<br>Jul 31, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DATE SIGNED:<br>Aug 5, 2024                                                                                                      |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                  |                              |                              |                               |
| GRANT NUMBER<br>2021TRIE427                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | General Fund (0001)<br>Proposition 98                                                                                            | ENY<br>2021                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$240,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ITEM<br>6360-611-0001                                                                                                            | CHAPTER/<br>STATUTE<br>52/22 | PROGRAM<br>5397              | FISCAL<br>YEAR<br>2023-24     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                  |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                  | DATE                         |                              |                               |
| <br><small>DocuSigned by:</small><br>Sara Saelee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                  | Aug 22, 2024                 |                              |                               |

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions****A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation and Expansion Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation and Expansion Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the



State for approval, prior to implementation of changes. The grantee may shift funds between approved budget categories. If the shift exceeds 10% of total grant funds, then approval to do so much be given by Commission staff.

3. Grantees will be expected to make appropriate yearly progress in implementing or expanding their residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Awarded grantee LEAs are responsible for responding to the Commission's requirements for data collection, evaluation, and reporting. Grantees must submit reports annually to the Commission throughout the grant period. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation and Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation and Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

#### **C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.
5. Please note that the Commission fiscal department closes for the fiscal year in June of each year. Grants awarded or DocuSign forms signed in late May/June may not have funds disbursed until after July 1<sup>st</sup> of a given year.

#### **D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$40,000 per teacher candidate in



2. Grant funds may not be used to reimburse expenditures incurred prior to the start date of the project's "Performance Period," as indicated on the first page of this grant agreement.
3. Sample activities that can be funded through the Teacher Residency Implementation and Expansion Grants include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
4. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier. Repayment of grant funds shall be made in accordance with subdivisions (n) and (o) of Education Code §44415.5.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations

4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to disburse any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.



## Budget Act Legislation

### SEC. 46.

Section 44415.5 is amended in Education Code, to read:

#### Education Code §44415.5.

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) “Experienced mentor teacher” means an educator who meets all of the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring. For programs leading to the issuance of new PK-3 early childhood education specialist credentials, the mentor teacher must have at least three years of teaching experience in prekindergarten, transitional kindergarten, kindergarten, or any of grades 1 to 3, inclusive, and hold a clear multiple subject credential.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) “Teacher residency program” is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) (1) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(2) Grant funding awarded pursuant to this section shall be expended by a grant recipient within five fiscal years of the fiscal year in which the grant was awarded.

(c) (1) The commission shall make grants to applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including, but not limited to, special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, school counselors, and any other fields identified by the commission based on an annual analysis of state and regional hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community’s diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.



(d) Grants allocated pursuant to subdivision (c) shall be up to forty thousand dollars \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the first twenty-five thousand dollars (\$25,000) of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

- (1) Teacher preparation costs.
- (2) Stipends for mentor teachers, including, but not limited to, housing stipends.
- (3) Residency program staff costs.
- (4) Mentoring and beginning teacher induction costs following initial preparation.
- (5) Compensation for residents.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

- (1) Eighty cents (\$0.80) for every one dollar (\$1) of the first twenty-five thousand dollars (\$25,000) in grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).
- (2) An in-kind match of program director personnel costs, mentor teacher personnel costs, resident compensation costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

(1) Ensure that candidates are prepared to earn a preliminary teaching credential, including a PK-3 early childhood education specialist credential, in furtherance of paragraph (1) of subdivision (c) upon completion of the program.

(2) Ensure that candidates are provided instruction in all of the following:

- (A) Teaching the content area or areas in which the teacher will become certified to teach.
- (B) Planning, curriculum development, and assessment.
- (C) Learning and child development.
- (D) Management of the classroom environment.
- (E) Use of culturally responsive practices supports for language development, and supports for serving pupils with disabilities.
- (F) Professional responsibilities, including interaction with families and colleagues.

(3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.

(4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.

(5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(6) (A) For grants awarded during and after the 2023–24 fiscal year, provide a minimum compensation package, which may include, but is not limited to, a living stipend or wages for employment of no less than twenty thousand dollars (\$20,000) per candidate. Nothing in this section precludes a grant recipient from providing a larger compensation package to candidates, and grant recipients are encouraged to provide a compensation package to residents that is similar to the grant recipient's compensation of school staff with comparable duties.

(B) To the extent a grant recipient received an award of up to twenty-five thousand dollars (\$25,000) per candidate before the 2023–24 fiscal year and is serving candidates during and after the 2023–24 school year with that award, and commits to providing the minimum compensation package to those candidates, the grant recipient may submit the number of those



(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) (1) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential, including a PK-3 early childhood education specialist credential. The candidate shall also commit in the written agreement to annually reporting to their sponsoring local educational agency where they are employed and their current contact information until they have completed their service requirement or eight years after completion of residency, whichever occurs first.

(2) A candidate shall have eight school years to complete the four-school-year teaching commitment.

(3) This subdivision shall apply to any current candidate or teacher that participates in a residency program under this section.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.) or similar state law.

(5) The candidate was called or ordered to active-duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) If a candidate is unable to complete their residency program or service requirement because of hardship, as defined by the commission, they may apply to waive any repayment obligation as described in subdivision (q).

(m) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

(1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.

(2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.

(3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).



(n) (1) If the commission is informed that more than 10 percent of sponsored candidates in a local educational agency's residency program cohort failed to earn a preliminary credential or failed to meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a preliminary credential or meet their teaching commitment above a 10-percent attrition rate.

(2) The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.

(3) A candidate who obtains a waiver pursuant to subdivision (l) shall not count toward the 10-percent attrition rate.

(o) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (n), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(p) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (o) shall be deposited into the Proposition 98 Reversion Account.

(q) (1) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential, or who fails to complete the period of placement, the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.

(2) Costs considered as part of a candidate's residency training for purposes of this subdivision shall not include costs associated with a candidate's compensation package, mentor compensation, or overall program administration and shall be limited to costs incurred that are specific to that candidate, such as tuition and materials.

(r) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(s) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs.

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(t) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

#### **SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

#### **44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of

subparagraph (B) of paragraph (1) of subdivision (c) of Section 4415.5, and provide a report to the  
Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before  
December 1, 2027.



## Task List and Timeline

(Supplied by Grantee, Question 3 of RFA Response)

### 3. The Teacher Residency Program to be Implemented

LAUSD, in partnership with the UCLA Teacher Education Program, will implement a residency for Education Specialist Mild Moderate and Extensive Support Needs credential candidates. As this is a new pathway for UCLA, we will begin with a small number of candidates and plan to expand as the program grows.

#### a) Annual target number

Table VI: Annual Target

#### Number

| Residency                      | 24-25 | 25-26 |
|--------------------------------|-------|-------|
| Diversity in Teacher Workforce | 6     | 10    |

#### Plan for recruiting

UCLA TEP will oversee recruitment efforts as it has in other residency efforts. It is in the process of determining admission to its program and has received applications from talented and diverse applicants for the 2024-2025 school year. Should funds be awarded, Education Specialist residency candidates will be recruited from the group of admitted students. Additionally, in the ensuing years of the grant, TEP will recruit residency candidates via online and in-person information sessions, presentations in undergraduate classes, including students in the UCLA Disability Studies major, and participation in university-sponsored graduate student fairs. LAUSD will continue to assist recruitment efforts by sharing the residency information with the district's paraprofessionals and substitute teachers.

#### b) Month and Year program will begin

The Education Specialist Residency program will begin in August 2024.

#### c) Current focus of the residency program

The current focus of this implementation grant will be the development of an Education Specialist residency program.

#### d) Build on/supplement but not supplant the current teacher residency program or local/IHE efforts.



**e) Number of mentor teachers needed**

We would like to recruit 12 mentors to ensure that UCLA Education Specialists have the opportunity to interact with a wide range of practitioners.

**f) Recruit, select, and train new mentors.**

With the establishment of this new residency pathway, UCLA TEP has been consulting with LAUSD's Division of Special Education to select clinical placement sites. UCLA TEP also seeks to work with existing partner schools and will continue to consult with school site administrators for mentor recommendations. Potential mentor recruits will have a minimum of three years of teaching experience, hold a clear credential in Special Education, and have satisfactory district evaluations.

**g) Describe how consistency and coherence will be assured across multiple school sites, content areas, and school administrations.**

UCLA TEP secured internal funds to create its new Education Specialist pathway. This pathway has been in a planning phase for nearly two years in consultation with district officials, practitioners, and researchers. A mentor training program has been designed as part of the planning phase. Potential mentors will be invited to participate in this training program during the summer months. Meetings with school administrators will be an aspect of mentor recruitment.

**h) Eliminate duplicative coursework and fieldwork experiences**

As part of the establishment of UCLA's Education Specialist pathway, coursework and field experiences were reviewed and redesigned to ensure that TPEs were being met, duplicative courses and field experiences were eliminated, and all credentialing requirements were satisfied. A program advisory group consisting of district officials, practitioners, and researchers was established to provide feedback on curriculum and other programmatic decisions.

**i) N/A j) N/A**

**k) Modifications and/or improvements**

We will introduce more opportunities for residency students to give feedback on their clinical experiences. Presently, feedback is provided on coursework quarterly, and a survey is completed at the end of the program and during their first year of teaching.

Grant Number: 2021TRIE427

Further, as part of our sustainability plan, we are working on ways to make substitute teaching opportunities available to residency students.

Grant Number: 2021TRIE427

**Exhibit B****Budget****(Supplied by Grantee, Appendix G)****Grant Funds**

| <b>Program Component</b>                                                                                                                                                       | <b>Proposed Amount of Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                                                                              | \$1,000.00                                                   | 6                                                               | \$6,000.00                         |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                                                     | \$3,000.00                                                   | 6                                                               | \$18,000.00                        |
| Mentor Teacher Release Time                                                                                                                                                    | \$0.00                                                       | 0                                                               | \$0.00                             |
| Teacher Preparation Costs (Tuition, Fees,                                                                                                                                      | \$0.00                                                       | 0                                                               | \$0.00                             |
| Salary/Stipend for Residents (This may include living stipends, wages, housing stipends and benefits commonly included in compensation packages, with a minimum of \$20, 000.) | \$35,000.00                                                  | 6                                                               | \$210,000.00                       |
| IHE Faculty Stipends                                                                                                                                                           | \$0.00                                                       | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                                                              | \$0.00                                                       | 0                                                               | \$0.00                             |
| Induction Support for Residents who Complete the Program                                                                                                                       | \$0.00                                                       | 0                                                               | \$0.00                             |
| Residency program staff costs                                                                                                                                                  | \$500.00                                                     | 6                                                               | \$3,000.00                         |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                                                   | \$500.00                                                     | 6                                                               | \$3,000.00                         |
| Other (describe below)                                                                                                                                                         | \$0.00                                                       | 0                                                               | \$0.00                             |

Grant Number: 2021TRIE427

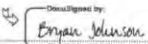
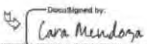
|                                                                                                                                                 |             |  |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|--------------|
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested |             |  |              |
| TOTALS                                                                                                                                          | \$40,000.00 |  | \$240,000.00 |



Grant Number: 2021TRI32

ATTACHMENT G

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                      |                              |                              |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Los Angeles Unified School District 2021TRI32                                                                                        |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Teacher Residency Implementation Grant                                                                                               |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | December 1 <sup>st</sup> , 2022                                                                                                      | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                      |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement or expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                                      |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$650,000.00                                                                                                                         |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                      |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Commission on Teacher Credentialing</b>                                                                                           |                              |                              |                               |
| 333 South Beaudry Ave.<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1900 Capitol Ave.<br>Sacramento, CA 95811                                                                                            |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | BY (AUTHORIZED SIGNATURE):                                                                                                           |                              |                              |                               |
| <br><small>DocuSigned by:</small><br>Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <br><small>DocuSigned by:</small><br>Cara Mendoza |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                      |                              |                              |                               |
| DATE SIGNED:<br>Jan 20, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE SIGNED:<br>Jan 20, 2023                                                                                                         |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                      |                              |                              |                               |
| GRANT NUMBER<br>2021TRI32                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | General Fund (0001)<br>Proposition 98                                                                                                | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$650,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ITEM<br>6360-603-0001                                                                                                                | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397              | FISCAL<br>YEAR<br>2022-23     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                      |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                      | DATE                         |                              |                               |
| <br><small>DocuSigned by:</small><br>Sara Seelie                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                      | Jan 22, 2023                 |                              |                               |



Grant Number: 2021TRI32

**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in

Grant Number: 2021TRI32

the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.



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2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Implementation Grants include but are not limited to implementing or expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

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**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.



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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **Section 45:**

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.



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(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or



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other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
- (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
  - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
  - (B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service



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provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

- (1) The candidate has completed at least one-half of the school year.
- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
- (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
- (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.
- (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency

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training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.



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**Exhibit A****Task List and Timeline****(Supplied by Grantee, Question 3 of RFA Response)**

The number of Residents who will be credentialed in single subject math or science and obtain a supplementary authorization in computer science is noted in Tables 6 and 7.

UCLA-TEP will oversee recruitment efforts via online and in-person information sessions, presentations in undergraduate classes and programs such as Cal Teach (focused on STEM undergraduates), and participation in university-sponsored graduate student fairs, including those hosted by Historically Black Colleges and Universities (HBCUs). Further, UCLA-TEP will employ social media and connect with program alums to inform and recruit math and science residents. LAUSD and CVUHSD will continue to assist recruitment efforts by sharing the residency information with the district's paraprofessionals and substitute teachers. The LAUSD/CVUHSD-UCLA TEP STEM-CS Residency will commence in August of 2023.

**Table 6. The number of residents within a credentialing content area served per year during implementation of the residency in each LEA.**

| <b>Credential Content Area</b>               | <b>LAUSD</b> | <b>CVUHSD</b> |
|----------------------------------------------|--------------|---------------|
| Math or Science single subject               | 20           | 6             |
| Computer Science Supplementary Authorization | 20           | 6             |

**Table 7. The number of residents within a credentialing content area served each year or implementation of the residency**

|                                                       | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>Total</b>                                                                     |
|-------------------------------------------------------|----------------|----------------|----------------|----------------------------------------------------------------------------------|
| Math or Science Single subject preliminary credential | 26             | 26             | 26             | 78<br>Single subject math or science credential & CS supplementary authorization |
| Computer Science Supplementary Authorization          | 26             | 26             | 26             |                                                                                  |
| Percentage of diverse pre-service teacher candidates  | 70% +          | 70% +          | 70% +          |                                                                                  |



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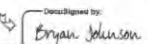
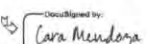
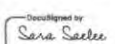
**Exhibit B****Budget****(Supplied by Grantee, Appendix G)**

| <b>Program Component</b>                                                                                                                        | <b>Grant Funds Requested Per Resident</b> | <b>Targeted # of Residents to Receive this Support Annually</b> | <b>Total Grant Funds Requested</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| Mentor Teacher Professional Development/ Training                                                                                               | \$1,000.00                                | 26                                                              | \$26,000.00                        |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                      | \$3,000.00                                | 26                                                              | \$78,000.00                        |
| Mentor Teacher Release Time                                                                                                                     | \$0.00                                    | 0                                                               | \$0.00                             |
| Teacher Preparation Costs (Tuition, Fees, Salary/Stipend for Residents (this may include housing stipends)                                      | \$0.00                                    | 0                                                               | \$0.00                             |
|                                                                                                                                                 | \$20,000.00                               | 26                                                              | \$520,000.00                       |
| IHE Faculty Stipends                                                                                                                            | \$0.00                                    | 0                                                               | \$0.00                             |
| IHE Faculty Release Time                                                                                                                        | \$0.00                                    | 0                                                               | \$0.00                             |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                               | \$0.00                                    | 0                                                               | \$0.00                             |
| Induction Support for Residents who Complete the Program                                                                                        | \$0.00                                    | 0                                                               | \$0.00                             |
| Residency program staff costs                                                                                                                   | \$500.00                                  | 0                                                               | \$0.00                             |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                    | \$500.00                                  | 0                                                               | \$0.00                             |
| Other (describe below)                                                                                                                          | \$0.00                                    | 0                                                               | \$0.00                             |
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested |                                           |                                                                 |                                    |
| <b>TOTALS</b>                                                                                                                                   | <b>\$25,000.00</b>                        |                                                                 | <b>\$624,000.00</b>                |

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ATTACHMENT H

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                        |                              |                              |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Los Angeles Unified School District 2021TRI30                                                                                          |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Teacher Residency Implementation Grant                                                                                                 |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | December 1 <sup>st</sup> , 2022                                                                                                        | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                        |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                        |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement or expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                                        |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$375,000.00                                                                                                                           |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                        |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Commission on Teacher Credentialing</b>                                                                                             |                              |                              |                               |
| 333 South Beaudry Ave.<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1900 Capitol Ave.<br>Sacramento, CA 95811                                                                                              |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | BY (AUTHORIZED SIGNATURE):                                                                                                             |                              |                              |                               |
| <br><small>Declassified by:</small><br>Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <br><small>Declassified by:</small><br>Cara Mendoza |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Bryan Johnson, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                        |                              |                              |                               |
| DATE SIGNED:<br>Jan 20, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE SIGNED:<br>Jan 20, 2023                                                                                                           |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                        |                              |                              |                               |
| GRANT NUMBER<br>2021TRI30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | General Fund (0001)<br>Proposition 98                                                                                                  | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$375,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ITEM<br>6360-603-0001                                                                                                                  | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397              | FISCAL<br>YEAR<br>2022-23     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                        |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                        | DATE                         |                              |                               |
| <br><small>Declassified by:</small><br>Sara Saalee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                        | Jan 22, 2023                 |                              |                               |



Grant Number: 2021TRI30

**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in

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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.



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2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Implementation Grants include but are not limited to implementing or expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.



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**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **Section 45:**

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.



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(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or



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other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

- (1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.
- (2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:
  - (A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.
  - (B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service



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provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

- (1) The candidate has completed at least one-half of the school year.
- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
- (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
- (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.
- (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency



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training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

#### **SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

#### **44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

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## Exhibit A

### Task List and Timeline

#### (Supplied by Grantee, Question 3 of RFA Response)

There is a clear process for recruiting and selecting diverse and committed residency candidates who demonstrate high likelihood for success. Residents first apply for the USC Rossier MAT program and once admitted, they can apply for the residency program by completing the required essay and going through a Residency Committee review of documents, culminating in an interview with the committee.

- Applicants that complete the essay for the residency process will have their applications, personal statements, short-answer and mission directed written responses on their applications reviewed by the interview panel committee (e.g., faculty of the IHE and LEA). Please see Residency Admissions Rubric (Includes Residency Essay Information).
- Applicants will then be asked to participate in an interview, via Zoom with the same committee. The Residency Interview Protocol and Residency Interview Rubric will be used to prompt and note their responses. Based upon written response and professional characteristics demonstrated in the interview, the committee will choose 15-20 residents to participate in the program.

Assessment of Resident performance is transparent and formative. During Term 1, Mentors and Residents participate in 3 “conversations” (beginning, middle and exit) to evaluate the Residents progress forward. These are video-taped and shared with the program director and co-director. They are not graded, instead they are used as a strategy to build rapport, communication and trust. Residents also attend monthly meetings with the residency team (e.g., faculty from the LEA and IHE) to conduct check-ins, review progress and identify next steps.

Coursework for residents is assessed as it is in the traditional program, with the same expectations. This is consistent in Terms 2 & 3, where practicum and coursework are blended in Core Pedagogy classes, EDUC 673 and 677b. Each term culminates with a Key Assessment. Terms 1 & 2 build skills toward understanding the cultural context, planning, instruction and assessment (see Program Structure above). Term 3 Key Assessment is the edTPA, and Term 4 Key Assessment is a Capstone Project in EDUC 677B. Lastly, residents will commit to work 4 years in LEA schools.



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## Exhibit B

## Budget

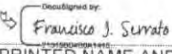
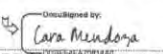
(Supplied by Grantee, Appendix G)

| Program Component                                                                                                                               | Grant Funds Requested Per Resident | Targeted # of Residents to Receive this Support Annually | Total Grant Funds Requested |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------|-----------------------------|
| Mentor Teacher Professional Development/ Training                                                                                               | \$2,000.00                         | 15                                                       | \$30,000.00                 |
| Mentor Teacher Stipend (this may include housing stipends)                                                                                      | \$3,000.00                         | 15                                                       | \$45,000.00                 |
| Mentor Teacher Release Time                                                                                                                     | \$0.00                             | 0                                                        | \$0.00                      |
| Teacher Preparation Costs (Tuition, Fees,                                                                                                       | \$0.00                             | 0                                                        | \$0.00                      |
| Salary/Stipend for Residents (this may include housing stipends)                                                                                | \$20,000.00                        | 15                                                       | \$300,000.00                |
| IHE Faculty Stipends                                                                                                                            | \$0.00                             | 0                                                        | \$0.00                      |
| IHE Faculty Release Time                                                                                                                        | \$0.00                             | 0                                                        | \$0.00                      |
| Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,                                                               | \$0.00                             | 0                                                        | \$0.00                      |
| Induction Support for Residents who Complete the Program                                                                                        | \$0.00                             | 0                                                        | \$0.00                      |
| Residency program staff costs                                                                                                                   | \$0.00                             | 0                                                        | \$0.00                      |
| Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this                    | \$0.00                             | 15                                                       | \$0.00                      |
| Other (describe below)                                                                                                                          | \$0.00                             | 0                                                        | \$0.00                      |
| Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested |                                    |                                                          |                             |
| <b>TOTALS</b>                                                                                                                                   | <b>\$25,000.00</b>                 |                                                          | <b>\$375,000.00</b>         |

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ATTACHMENT I

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                   |                              |                              |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Los Angeles Unified School District 2021TRC304                                                                    |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Teacher Residency Capacity Grant                                                                                  |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | July 17 <sup>th</sup> , 2023                                                                                      | through                      | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                   |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                   |                              |                              |                               |
| <p><i>Los Angeles Unified School District</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to develop the partnership's capacity to design and implement a teacher residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the LEA and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                   |                              |                              |                               |
| <b>TOTAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$221,366.00                                                                                                      |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                   |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Commission on Teacher Credentialing</b>                                                                        |                              |                              |                               |
| 333 S Beaudry Ave 15 <sup>th</sup> FL<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1900 Capitol Ave.<br>Sacramento, CA 95811                                                                         |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | BY (AUTHORIZED SIGNATURE):<br> |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Francisco Serrato, Deputy Chief HR Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                              |                              |                               |
| DATE SIGNED:<br>Aug 11, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE SIGNED:<br>Aug 14, 2023                                                                                      |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                   |                              |                              |                               |
| GRANT NUMBER<br>2021TRC304                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | General Fund (0001)<br>Proposition 98                                                                             | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$221,366.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ITEM<br>6360-603-0001                                                                                             | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5397              | FISCAL YEAR<br>2023-24        |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                   |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   | DATE<br>Aug 14, 2023         |                              |                               |



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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved pupil personnel services credential preparation program specializing in school counseling.
6. The term "Program" means the California Teacher Residency Capacity Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Capacity Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in



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the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate progress in implementing the program planning process according to the operational plan provided in the funded application. Additionally, grantees will be expected to provide data and expenditure reports when annual reports are requested by the Commission. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Capacity grants are intended to prepare the LEA applicant and their IHE partner to apply for the full residency grant program. The Teacher Residency Capacity grant funding period, and the approved grant activities, may extend through June 30, 2026. Grantees who also apply for other Teacher Residency grant funding may continue to operate their Teacher Residency Capacity Grant and spend funds from both grants concurrently to complete the planned activities described in the response to the selection criteria.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total budget amount.
2. The second payment will be 10 percent (10%) of the total budget amount. The second payment will be provided to grantees after the program has completed its activities and submitted a report of outcomes.

**D. Allowable Activities and Use of Funds**

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1. The 2021-22 Budget Act legislation authorizes the Commission to allocate up to \$25 million for capacity grants that shall not exceed \$250,000 per grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Capacity Grants include but are not limited to: (a) planning and development of a new, collaborative LEA-IHE teacher residency program; (b) planning to expand an existing LEA-IHE collaborative teacher residency; (c) developing the LEA's/consortium's and IHE's capacity to effectively offer a teacher residency program within its local school(s); (d) developing the IHE's capacity to support a cohort model for residents in the program; and (e) developing the collaborative LEA-IHE partnership's capacity to apply for future grant funding to operate the intended teacher residency program.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made for the total grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion, but no later than the end of the Project Performance Period as shown on page one (1).
3. Any overpayment of the Grant Amount shall be returned to the State.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.



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4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

**H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

**I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of

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Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.

2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

## 2021-22 Budget Act Legislation

### Section 45:

Section 44415.5 is added to the Education Code, to read:

#### **44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

- (1) "Experienced mentor teacher" means an educator who meets all the following requirements:
  - (A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.
  - (B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.
  - (C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.
  - (D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:



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- (A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.
- (B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.
- (2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.
- (3) A grant applicant may consist of one or more, or any combination, of the following:
  - (A) A school district.
  - (B) A county office of education.
  - (C) A charter school.
  - (D) A regional occupational center or program operated by a joint powers authority or a county office of education.
- (d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:
  - (1) Teacher preparation costs.
  - (2) Stipends for mentor teachers, including, but not limited to, housing stipends.
  - (3) Residency program staff costs.
  - (4) Mentoring and beginning teacher induction costs following initial preparation.
- (e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.
- (f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:
  - (1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).
  - (2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.
- (g) Grant recipients shall do all of the following:
  - (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
  - (2) Ensure that candidates are provided instruction in all of the following:
    - (A) Teaching the content area or areas in which the teacher will become certified to teach.
    - (B) Planning, curriculum development, and assessment.
    - (C) Learning and child development.
    - (D) Management of the classroom environment.
    - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
    - (F) Professional responsibilities, including interaction with families and colleagues.
  - (3) Provide each candidate mentoring and beginning teacher induction support following the



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completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.

(4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.

(5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.



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(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

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(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

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**Exhibit A****Task List and Timeline****(Supplied by Grantee, Question 5 of RFA Response)****5. Timelines and Assurances**

If funded, LAUSD, CSUDH, and Teacher Village will respond to the Commission's requirements to collect and submit data as required, including but not limited to credential areas explored, successes, challenges, lessons learned, and the potential to apply for residency grants.

| Activity                                                                                                                                     | Response                |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Completion of the initial planning and capacity building                                                                                     | Fall 2023               |
| Readiness to apply for a Teacher Residency grant in upcoming competitions                                                                    | Fall 2023               |
| Recruitment of the initial cohort of Residents for the Teacher Residency Program                                                             | Fall 2023               |
| Enrollment of the initial cohort of Residents in the IHE Teacher Residency preparation pathway                                               | Spring 2024             |
| Starting school year for the first cohort of Residents                                                                                       | Fall 2024 - Spring 2025 |
| School year for the second cohort of Residents                                                                                               | Fall 2025 - Spring 2026 |
| Completion of the ongoing capacity building process (development and revision of mentor teacher and candidate training and support sessions) | Summer 2026             |



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**Exhibit B****Budget****(Supplied by Grantee, Appendix G)**

| <b>Program Component</b>                         | <b>Grant Funds Amount</b> | <b>Actual Matching Funds Amount</b> | <b>In-Kind Matching Funds Amount</b> |
|--------------------------------------------------|---------------------------|-------------------------------------|--------------------------------------|
| LEA Personnel (Salaries)                         | \$0.00                    | \$0.00                              | \$150,000.00                         |
| LEA Personnel (Stipends)                         | \$0.00                    | \$0.00                              | \$0.00                               |
| LEA Personnel (Release time)                     | \$0.00                    | \$0.00                              | \$0.00                               |
| IHE Personnel (Salaries)                         | \$78,887.00               | \$0.00                              | \$50,000.00                          |
| IHE Personnel (Stipends)                         | \$0.00                    | \$0.00                              | \$0.00                               |
| IHE Personnel (Release time)                     | \$26,294.00               | \$0.00                              | \$0.00                               |
| Mentor Teacher Professional Development/Training | \$58,500.00               | \$0.00                              | \$0.00                               |
| Mentor Teacher Stipends                          | \$0.00                    | \$0.00                              | \$0.00                               |
| Mentor Teacher Release Time                      | \$0.00                    | \$0.00                              | \$0.00                               |
| Travel for LEA Personnel                         | \$0.00                    | \$0.00                              | \$0.00                               |
| Travel for IHE Personnel                         | \$27,000.00               | \$0.00                              | \$0.00                               |
| Consultants/Technical Support Provider           | \$13,715.00               | \$0.00                              | \$0.00                               |
| Program Administration                           | \$0.00                    | \$0.00                              | \$0.00                               |

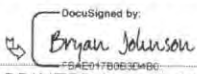
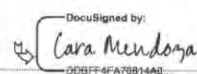
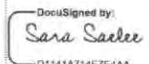
|                                    |                     |               |                     |
|------------------------------------|---------------------|---------------|---------------------|
| Other (describe below)             |                     |               |                     |
| Duplication/Printing - \$1,500     |                     |               |                     |
| IHE Indirect Cost 8.05% - \$15,470 |                     |               |                     |
|                                    | \$16,970.00         | \$0.00        | \$0.00              |
| <b>GRAND TOTALS</b>                | <b>\$221,366.00</b> | <b>\$0.00</b> | <b>\$200,000.00</b> |



Grant Number: 2021C20

ATTACHMENT J

**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

|                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                   |                  |                              |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                       | Los Angeles Unified School District 2021C20                                                                       |                  |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                             | Classified School Employee Teacher Credentialing Program                                                          |                  |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                        | July 1 <sup>st</sup> , 2022                                                                                       | through          | June 30 <sup>th</sup> , 2026 |                               |
| Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.                                                                                                            |                                                                                                                   |                  |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                   |                  |                              |                               |
| Los Angeles Unified School District is to develop and implement a Classified School Employee Teacher Credentialing Program (Classified Grant) to recruit classified school employees to participate in a program designed to support the completion of a bachelor's degree and teacher preparation program, and to provide instructional service as fully credentialed teachers. |                                                                                                                   |                  |                              |                               |
| Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.                                                                                                                        |                                                                                                                   |                  |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                         | \$480,000.00                                                                                                      |                  |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                              |                                                                                                                   |                  |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                       | <b>Commission on Teacher Credentialing</b>                                                                        |                  |                              |                               |
| 333 S. Beaudry Avenue 15 <sup>th</sup> Floor<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                            | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                         |                  |                              |                               |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                | BY (AUTHORIZED SIGNATURE):<br> |                  |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Bryan Johnson, Director of Certificated Workforce Management                                                                                                                                                                                                                                                                | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                  |                              |                               |
| DATE SIGNED: Jul 15, 2022                                                                                                                                                                                                                                                                                                                                                        | DATE SIGNED: Jul 18, 2022                                                                                         |                  |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                             |                                                                                                                   |                  |                              |                               |
| GRANT NUMBER<br>2021C20                                                                                                                                                                                                                                                                                                                                                          | FUND<br>General Fund (0001)                                                                                       | ENY<br>2020      | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$480,000.00                                                                                                                                                                                                                                                                                                                                              | ITEM<br>6360-602-0001-5388                                                                                        | CHAPTER<br>44/21 | STATUTE<br>2021              | FISCAL<br>YEAR<br>2021-22     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                               |                                                                                                                   |                  |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER<br>                                                                                                                                                                                                                                                           | DATE<br>Jul 18, 2022                                                                                              |                  |                              |                               |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with AB 130 Section 129 (Chap. 44, Stats. 2021) and Education Code 44391 – 44393.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California Community Colleges, the California State University, the University of California, and private not-for-profit institutions of higher education that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Classified School Employee Teacher Credentialing Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Work Plan" means the Classified Grant planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as



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approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. The grantee will be expected to make appropriate yearly progress in implementing the Classified Grant according to the program design provided in the funded application. Funding for the program is contingent on satisfactory annual progress in implementing the Classified Grant program detailed in the initial application, annual certification of participants, updated annual budget plan expenditures, and to provide annual data as specified in the RFA. Applicants should note that if awarded grant funding, they must do the following:
  - i. Provide information about the Classified Grant to all eligible classified school employees in the school district, charter school, our county office of education and assistance to each classified employee recruited under the program regarding admission to a teacher training program.
  - ii. Provide an assurance to the Commission that they will require participants to satisfy both of the following requirements before participating in the program:
    1. Pass a criminal background check.
    2. Provide verification of one of the following:
      - a. Has earned an associate or higher-level degree.
      - b. Has successfully completed at least two years of study at a postsecondary educational institution.
  - iii. Provide certification to the Commission that the applicant has received a commitment from each participant that the following will be accomplished:
    1. Under the program, graduate from an institution of higher education with a bachelor's degree.
    2. Complete all the requirements for, and obtain, a multiple subject, single subject, or education specialist teaching credential.
    3. Complete one school year of classroom instruction in the school district, charter school, or county office of education for each year the participant receives assistance from the Classified Grant program.

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4. Grantee should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
5. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
6. The Classified Program grant funding period, and the approved grant activities, may extend through June 30, 2026. The funds in this grant Agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant Agreement that authorizes funding.
7. Grantee and program participants shall participate in an evaluation to determine the success of the program.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Funds to grantees will be distributed in two total payments each fiscal year. The first payment will be 90 percent of the total budget amount, and the second payment will be the remaining 10 percent of the budget amount, distributed after the program has completed its activities and submitted required annual reports to the Commission.
2. An end of year budget form and program report will be collected annually and will be subject to Commission review and approval.
3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

**D. Allowable Activities and Use of Funds**



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1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$125 million for the California Classified School Employee Teacher Credentialing Program that shall not exceed \$4,800 per teacher candidate per year (not to exceed \$24,000 over five years per participant) in the program of the jurisdiction of the grant recipient. Per statute, a local educational agency receiving a grant shall not use more than 10 percent of a grant award for program administration costs. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Classified Program grants include but are not limited to any of the following: release time, classified employee participant tuition, fees, books, examination fees, credential fees, stipends, program administration, participant recruitment activities and collaboration with IHEs to include any or all the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days after completion of the Project or the end of the Project Performance Period as shown on page one (1).

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.



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4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this Agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

**H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

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3. Grantee agrees to use a generally accepted accounting system.

**I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

**2021-22 Authorizing Legislation**

**AB 130 Section 129 (Chap. 44, Stats. 2021)**

(a) For the 2021–22 fiscal year, the sum of one hundred twenty-five million dollars (\$125,000,000) is hereby appropriated from the General Fund to the Commission on Teacher Credentialing for the California Classified School Employee Teacher Credentialing Program, pursuant to Section 44393 of the Education Code. This funding shall be available for encumbrance until June 30, 2026.

(b) (1) A grant to a local educational agency shall not exceed twenty-four thousand dollars (\$24,000) over five years per participant teacher candidate.

(2) A local educational agency receiving a grant shall not use more than 10 percent of a grant award for program administration costs.

(c) The Commission on Teacher Credentialing shall do both of the following:

(1) Allocate grants for at least 5,208 new participants.

(2) Give priority to a local educational agency that meets any of the following:

(A) Has not previously received funding pursuant to Section 44393 of the Education Code.

(B) Has a higher share than other applicants of unduplicated pupils as defined in Section 42238.02 of the Education Code.

(C) Notwithstanding eligibility requirements pursuant to Section 44393 of the Education Code, has a plan to create a new, or expand an existing, program that recruits and supports expanding learning and preschool program staff and address kindergarten and early childhood education teacher shortages.

(d) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be



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“General Fund revenues appropriated for school districts,” as defined in subdivision (c) of Section 41202 of the Education Code, for the 2020–21 fiscal year, and included within the “total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202 of the Education Code, for the 2020–21 fiscal year.

Section 44392 of the Education Code

44392. For the purposes of this article, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) “Applicant” means a school district, charter school, or county office of education applying for program funds under the California Classified School Employee Teacher Credentialing Program.
- (b) “Institutions of higher education” means the California Community Colleges, the California State University, the University of California, and private not-for-profit institutions of higher education that offer a commission-approved teacher preparation program.
- (c) “Participant” means a classified school employee who elects to participate in the California Classified School Employee Teacher Credentialing Program.
- (d) “Program” means the California Classified School Employee Teacher Credentialing Program.
- (e) “Classified school employee” means a noncertificated school employee currently working in a public school.
- (f) “Teacher training program” means an undergraduate or graduate program of instruction conducted by a teacher preparation program approved by the commission that includes a developmentally sequenced career ladder to provide instruction, coursework, and clearly defined tasks for each level of the ladder, and that is designed to qualify students enrolled in the program for a teaching credential authorizing instruction in kindergarten and grades 1 to 12, inclusive.

Section 44393 of the Education Code:

44393. (a) The California Classified School Employee Teacher Credentialing Program is hereby established for the purpose of recruiting classified school employees to participate in a program designed to encourage them to enroll in teacher training programs and to provide instructional service as teachers in the public schools.

(b) Subject to an appropriation for these purposes in the annual Budget Act or another statute, the commission shall issue a request for proposals to all school districts, charter schools, and county offices of education in the state in order to solicit applications for funding. The criteria adopted by the commission for the selection of school districts, charter schools, or county offices of education to participate in the program shall include all of the following:

- (1) The extent to which the applicant demonstrates the capacity and willingness to accommodate the participation of classified school employees in teacher training programs conducted at institutions of higher education or a local educational agency.
- (2) The extent to which the applicant’s plan for the implementation of its recruitment program involves the active participation of one or more local campuses of the participating institutions of higher education in the development of coursework and teaching programs for participating classified school employees. Each selected applicant shall be required to enter into a written articulation agreement with the participating campuses of the institutions of



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higher education.

(3) The extent to which the applicant's plan for recruitment attempts to meet the demand for teachers in shortage areas in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive.

(4) The extent to which a developmentally sequenced series of job descriptions leads from an entry-level classified school employee position to an entry-level teaching position in that school district, charter school, or county office of education.

(5) The extent to which the applicant's plan for recruitment attempts to meet its own specific teacher needs.

(c) An applicant that is selected to participate pursuant to subdivision (b) shall provide information about the program to all eligible classified school employees in the school district, charter school, or county office of education and assistance to each classified school employee it recruits under the program regarding admission to a teacher training program.

(d) (1) An applicant shall require participants to satisfy both of the following requirements before participating in the program:

(A) Pass a criminal background check.

(B) Provide verification of one of the following:

(i) Has earned an associate or higher level degree.

(ii) Has successfully completed at least two years of study at a postsecondary educational institution.

(2) An applicant shall certify that it has received a commitment from each participant that he or she will accomplish all of the following:

(A) Graduate from an institution of higher education under the program with a bachelor's degree.

(B) Complete all of the requirements for, and obtain, a multiple subject, single subject, or education specialist teaching credential.

(C) Complete one school year of classroom instruction in the school district, charter school, or county office of education for each year that he or she receives assistance for books, fees, and tuition while attending an institution of higher education under the program.

(e) The commission shall contract with an independent evaluator with a proven record of experience in assessing teacher training programs to conduct an evaluation to determine the success of the program. The evaluation shall be completed on or before July 1, 2021. The commission shall submit the completed evaluation to the Governor and the education policy and fiscal committees of the Assembly and Senate.

(f) On or before January 1 of each year, the commission shall report to the Legislature regarding the status of the program, including, but not limited to, the number of classified school employees recruited, the academic progress of the classified school employees recruited, the

number of classified school employees recruited who are subsequently employed as teachers in the public schools, the degree to which the applicant meets the teacher shortage needs of the school district, charter school, or county office of education, and the ethnic and racial composition of the participants in the program. The report shall be made in conformance with Section 9795 of the Government Code.



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**Exhibit A**  
**Task List and Timeline**  
**(Supplied by Grantee, Question 5 of RFA Response)**

|                    |                                                                                                                                                                                        |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July – September   | <ul style="list-style-type: none"> <li>• Recruitment and application for new participants</li> <li>• Annual Individualized Mentorship Pathway meetings with ongoing members</li> </ul> |
| October – November | <ul style="list-style-type: none"> <li>• Application review</li> <li>• Professional development opportunities</li> </ul>                                                               |
| December           | <ul style="list-style-type: none"> <li>• Acceptance notification for new members and initial mentor meeting</li> </ul>                                                                 |
| January – May      | <ul style="list-style-type: none"> <li>• Professional development opportunities</li> </ul>                                                                                             |
| March - July       | <ul style="list-style-type: none"> <li>• Teacher Eligibility Interviews of members for following school year</li> </ul>                                                                |
| June – July        | <ul style="list-style-type: none"> <li>• Complete program reports and data requests</li> </ul>                                                                                         |
| Ongoing            | <ul style="list-style-type: none"> <li>• Monitor and mentoring of member activities</li> <li>• Reimbursements for tuition, textbooks and credentialing expenses</li> </ul>             |

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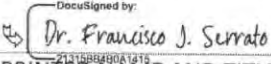
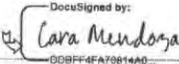
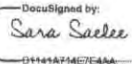
**Exhibit B**  
**Budget**  
 (Supplied by Grantee, Appendix E)

| <b>Program Component</b>                                              | <b>Grant Funds Requested per Participant</b> | <b>Targeted # of Participants Per Year</b> | <b>Year One Total Grant Funds Requested</b> |
|-----------------------------------------------------------------------|----------------------------------------------|--------------------------------------------|---------------------------------------------|
| Participant recruitment activities                                    | \$50.00                                      | 100                                        | \$5,000.00                                  |
| Collaboration with IHEs                                               | \$50.00                                      | 100                                        | \$5,000.00                                  |
| Release time                                                          | \$150.00                                     | 100                                        | \$15,000.00                                 |
| IHE tuition, fees, books                                              | \$2,500.00                                   | 100                                        | \$250,000.00                                |
| Examinations and credential fees                                      | \$500.00                                     | 100                                        | \$50,000.00                                 |
| Living stipends for participants                                      | \$500.00                                     | 100                                        | \$50,000.00                                 |
| Other support services for participants                               | \$1,000.00                                   | 100                                        | \$100,000.00                                |
| Program administration (10% cap on grant funds used for this purpose) | \$50.00                                      | 100                                        | \$5,000.00                                  |
| <b>TOTALS</b>                                                         | <b>\$4,800.00</b>                            |                                            | <b>\$480,000.00</b>                         |

Grant Number: 2021C96

ATTACHMENT K

**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

|                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                       | Los Angeles Unified School District 2021C96                                                                                                                                                                                                                                     |                  |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                             | Classified School Employee Teacher Credentialing Program                                                                                                                                                                                                                        |                  |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                        | July 1 <sup>st</sup> , 2022                                                                                                                                                                                                                                                     | through          | June 30 <sup>th</sup> , 2026 |                               |
| Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.                                                                                                            |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| Los Angeles Unified School District is to develop and implement a Classified School Employee Teacher Credentialing Program (Classified Grant) to recruit classified school employees to participate in a program designed to support the completion of a bachelor's degree and teacher preparation program, and to provide instructional service as fully credentialed teachers. |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.                                                                                                                        |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                         | \$480,000.00                                                                                                                                                                                                                                                                    |                  |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                       | <b>Commission on Teacher Credentialing</b>                                                                                                                                                                                                                                      |                  |                              |                               |
| 333 South Beaudry Ave,<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                  | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                                                                                                                                                                                       |                  |                              |                               |
| BY (AUTHORIZED SIGNATURE):<br><br><div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small><br/> <br/> <small>2115BBB90A1915</small> </div>                                                                                                   | BY (AUTHORIZED SIGNATURE):<br><br><div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small><br/> <br/> <small>00BFF4FA70614A0</small> </div> |                  |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Francisco Serrato, Chief HR Officer                                                                                                                                                                                                                                                                                     | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                                                                                                                                                                                 |                  |                              |                               |
| DATE SIGNED:<br>Feb 20, 2024                                                                                                                                                                                                                                                                                                                                                     | DATE SIGNED:<br>Feb 20, 2024                                                                                                                                                                                                                                                    |                  |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| GRANT NUMBER<br>2021C96                                                                                                                                                                                                                                                                                                                                                          | FUND<br>General Fund (0001)                                                                                                                                                                                                                                                     | ENY<br>2020      | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$480,000.00                                                                                                                                                                                                                                                                                                                                              | ITEM<br>6360-602-0001                                                                                                                                                                                                                                                           | CHAPTER<br>44/21 | PROGRAM<br>5388              | FISCAL<br>YEAR<br>2023-24     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                 |                  |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER<br><br><div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small><br/> <br/> <small>01141A75E7E4AA</small> </div>                                                                                              | DATE<br><br>Feb 27, 2024                                                                                                                                                                                                                                                        |                  |                              |                               |



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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with AB 130 Section 129 (Chap. 44, Stats. 2021) and Education Code 44391 – 44393.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California Community Colleges, the California State University, the University of California, and private not-for-profit institutions of higher education that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Classified School Employee Teacher Credentialing Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Work Plan" means the Classified Grant planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as



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approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. The grantee will be expected to make appropriate yearly progress in implementing the Classified Grant according to the program design provided in the funded application. Funding for the program is contingent on satisfactory annual progress in implementing the Classified Grant program detailed in the initial application, annual certification of participants, updated annual budget plan expenditures, and to provide annual data as specified in the RFA. Applicants should note that if awarded grant funding, they must do the following:
  - i. Provide information about the Classified Grant to all eligible classified school employees in the school district, charter school, our county office of education and assistance to each classified employee recruited under the program regarding admission to a teacher training program.
  - ii. Provide an assurance to the Commission that they will require participants to satisfy both of the following requirements before participating in the program:
    1. Pass a criminal background check.
    2. Provide verification of one of the following:
      - a. Has earned an associate or higher-level degree.
      - b. Has successfully completed at least two years of study at a postsecondary educational institution.
  - iii. Provide certification to the Commission that the applicant has received a commitment from each participant that the following will be accomplished:
    1. Under the program, graduate from an institution of higher education with a bachelor's degree.
    2. Complete all the requirements for, and obtain, a multiple subject, single subject, or education specialist teaching credential.
    3. Complete one school year of classroom instruction in the school district, charter school, or county office of education for each year the participant receives assistance from the Classified Grant program.

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4. Grantee should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
5. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
6. The Classified Program grant funding period, and the approved grant activities, may extend through June 30, 2026. The funds in this grant Agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant Agreement that authorizes funding.
7. Grantee and program participants shall participate in an evaluation to determine the success of the program.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Funds to grantees will be distributed in two total payments each fiscal year. The first payment will be 90 percent of the total budget amount, and the second payment will be the remaining 10 percent of the budget amount, distributed after the program has completed its activities and submitted required annual reports to the Commission.
2. An end of year budget form and program report will be collected annually and will be subject to Commission review and approval.
3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

**D. Allowable Activities and Use of Funds**



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1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$125 million for the California Classified School Employee Teacher Credentialing Program that shall not exceed \$4,800 per teacher candidate per year (not to exceed \$24,000 over five years per participant) in the program of the jurisdiction of the grant recipient. Per statute, a local educational agency receiving a grant shall not use more than 10 percent of a grant award for program administration costs. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Classified Program grants include but are not limited to any of the following: release time, classified employee participant tuition, fees, books, examination fees, credential fees, stipends, program administration, participant recruitment activities and collaboration with IHEs to include any or all the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days after completion of the Project or the end of the Project Performance Period as shown on page one (1).

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.

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4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this Agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

**H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.



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3. Grantee agrees to use a generally accepted accounting system.

**I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

**2021-22 Authorizing Legislation**

**AB 130 Section 129 (Chap. 44, Stats. 2021)**

(a) For the 2021–22 fiscal year, the sum of one hundred twenty-five million dollars (\$125,000,000) is hereby appropriated from the General Fund to the Commission on Teacher Credentialing for the California Classified School Employee Teacher Credentialing Program, pursuant to Section 44393 of the Education Code. This funding shall be available for encumbrance until June 30, 2026.

(b) (1) A grant to a local educational agency shall not exceed twenty-four thousand dollars (\$24,000) over five years per participant teacher candidate.

(2) A local educational agency receiving a grant shall not use more than 10 percent of a grant award for program administration costs.

(c) The Commission on Teacher Credentialing shall do both of the following:

(1) Allocate grants for at least 5,208 new participants.

(2) Give priority to a local educational agency that meets any of the following:

(A) Has not previously received funding pursuant to Section 44393 of the Education Code.

(B) Has a higher share than other applicants of unduplicated pupils as defined in Section 42238.02 of the Education Code.

(C) Notwithstanding eligibility requirements pursuant to Section 44393 of the Education Code, has a plan to create a new, or expand an existing, program that recruits and supports expanding learning and preschool program staff and address kindergarten and early childhood education teacher shortages.

(d) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be



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“General Fund revenues appropriated for school districts,” as defined in subdivision (c) of Section 41202 of the Education Code, for the 2020–21 fiscal year, and included within the “total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202 of the Education Code, for the 2020–21 fiscal year.

Section 44392 of the Education Code

44392. For the purposes of this article, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) “Applicant” means a school district, charter school, or county office of education applying for program funds under the California Classified School Employee Teacher Credentialing Program.
- (b) “Institutions of higher education” means the California Community Colleges, the California State University, the University of California, and private not-for-profit institutions of higher education that offer a commission-approved teacher preparation program.
- (c) “Participant” means a classified school employee who elects to participate in the California Classified School Employee Teacher Credentialing Program.
- (d) “Program” means the California Classified School Employee Teacher Credentialing Program.
- (e) “Classified school employee” means a noncertificated school employee currently working in a public school.
- (f) “Teacher training program” means an undergraduate or graduate program of instruction conducted by a teacher preparation program approved by the commission that includes a developmentally sequenced career ladder to provide instruction, coursework, and clearly defined tasks for each level of the ladder, and that is designed to qualify students enrolled in the program for a teaching credential authorizing instruction in kindergarten and grades 1 to 12, inclusive.

Section 44393 of the Education Code:

44393. (a) The California Classified School Employee Teacher Credentialing Program is hereby established for the purpose of recruiting classified school employees to participate in a program designed to encourage them to enroll in teacher training programs and to provide instructional service as teachers in the public schools.

(b) Subject to an appropriation for these purposes in the annual Budget Act or another statute, the commission shall issue a request for proposals to all school districts, charter schools, and county offices of education in the state in order to solicit applications for funding. The criteria adopted by the commission for the selection of school districts, charter schools, or county offices of education to participate in the program shall include all of the following:

- (1) The extent to which the applicant demonstrates the capacity and willingness to accommodate the participation of classified school employees in teacher training programs conducted at institutions of higher education or a local educational agency.
- (2) The extent to which the applicant’s plan for the implementation of its recruitment program involves the active participation of one or more local campuses of the participating institutions of higher education in the development of coursework and teaching programs for participating classified school employees. Each selected applicant shall be required to enter into a written articulation agreement with the participating campuses of the institutions of



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higher education.

(3) The extent to which the applicant's plan for recruitment attempts to meet the demand for teachers in shortage areas in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive.

(4) The extent to which a developmentally sequenced series of job descriptions leads from an entry-level classified school employee position to an entry-level teaching position in that school district, charter school, or county office of education.

(5) The extent to which the applicant's plan for recruitment attempts to meet its own specific teacher needs.

(c) An applicant that is selected to participate pursuant to subdivision (b) shall provide information about the program to all eligible classified school employees in the school district, charter school, or county office of education and assistance to each classified school employee it recruits under the program regarding admission to a teacher training program.

(d) (1) An applicant shall require participants to satisfy both of the following requirements before participating in the program:

(A) Pass a criminal background check.

(B) Provide verification of one of the following:

(i) Has earned an associate or higher level degree.

(ii) Has successfully completed at least two years of study at a postsecondary educational institution.

(2) An applicant shall certify that it has received a commitment from each participant that he or she will accomplish all of the following:

(A) Graduate from an institution of higher education under the program with a bachelor's degree.

(B) Complete all of the requirements for, and obtain, a multiple subject, single subject, or education specialist teaching credential.

(C) Complete one school year of classroom instruction in the school district, charter school, or county office of education for each year that he or she receives assistance for books, fees, and tuition while attending an institution of higher education under the program.

(e) The commission shall contract with an independent evaluator with a proven record of experience in assessing teacher training programs to conduct an evaluation to determine the success of the program. The evaluation shall be completed on or before July 1, 2021. The commission shall submit the completed evaluation to the Governor and the education policy and fiscal committees of the Assembly and Senate.

(f) On or before January 1 of each year, the commission shall report to the Legislature regarding the status of the program, including, but not limited to, the number of classified school employees recruited, the academic progress of the classified school employees recruited, the

number of classified school employees recruited who are subsequently employed as teachers in the public schools, the degree to which the applicant meets the teacher shortage needs of the school district, charter school, or county office of education, and the ethnic and racial composition of the participants in the program. The report shall be made in conformance with Section 9795 of the Government Code.

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**Exhibit A**  
**Task List and Timeline**  
**(Supplied by Grantee, Question 5 of RFA Response)**

**5) Classified Grant Program Design**

**5a) Overview and Focus:**

Building Our Own Staff as Teachers (BOOST) will provide support and financial assistance to any classified staff who commit to a credential goal in a District specified area of need.

Current credentials subject/specialty areas are:

- Multiple Subjects with 24 units of Child Development
- Education Specialist:
  - o Mild to Moderate Student Needs
  - o Extensive Student Needs
  - o Deaf and Hard of Hearing
  - o Visual Impairment
  - o Early Childhood Special Education
- Any teaching credential with Bilingual Authorization and World Languages:
  - o Arabic
  - o Armenian
  - o French
  - o Korean
  - o Mandarin
  - o Spanish
  - o Japanese
  - o Filipino
  - o Russian
  - o Hebrew
- Mathematics
- Science
  - o Physics
  - o Chemistry
  - o Biology
- Physical Education
- Arts and Music Instruction
- Other teaching credentials in areas of District identified need

**5b) Program Planning, Implementation, Key Staff and Governance:**

This proposal is for the expansion and continuance of the BOOST program already in place. All activities and timelines are set within the functions of the Career Ladder office which will be responsible for the implementation and monitoring of the program. Upon award notification, BOOST staff will prepare recruitment materials to distribute to current eligible classified employees.



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**Table 1: Timeline/Cycle for Key Activities**

|                  |                                                                                                                                                                                                          |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July – September | <ul style="list-style-type: none"> <li>• Recruitment and application for new participants</li> <li>• Annual Individualized Mentorship Pathway meetings with ongoing members</li> </ul>                   |
| Ongoing          | <ul style="list-style-type: none"> <li>• Application review</li> <li>• Professional development opportunities</li> </ul>                                                                                 |
| Ongoing          | <ul style="list-style-type: none"> <li>• Acceptance notification for new members and initial mentor meeting</li> </ul>                                                                                   |
| Ongoing          | <ul style="list-style-type: none"> <li>• Teacher Eligibility Interviews of members</li> </ul>                                                                                                            |
| Ongoing          | <ul style="list-style-type: none"> <li>• Complete program reports and data requests</li> </ul>                                                                                                           |
| Ongoing          | <ul style="list-style-type: none"> <li>• Application Review</li> <li>• Monitor and mentoring of member activities</li> <li>• Reimbursements for tuition, textbooks and credentialing expenses</li> </ul> |

In order to maximize the amount of funds directly supporting the BOOST participants, program staff will be funded from general funds allocated to the Career Ladder. Key staff are one (1) full-time equivalent with a percentage of their time designated to focus on grant activities and members as noted in Table 4. The Fiscal Manager of the program will be the Administrative Services Manager of Human Resources, who administers the budgets for the entire Division. Additional staff needed for professional development will vary and be covered through Program Administration funds set aside for this purpose.

The Career Ladder office is a subunit of the Certificated Recruitment, Selection and Credential Services Unit within the Human Resources Division. The Director of Certificated Recruitment and Workforce Management will oversee the management of the Classified Employee Grant Program. The Career Ladder staff are supervised by both the Director and Assistant Director of Certificated Workforce Management, who in turn report to the Chief and Deputy Chief of Human Resources.

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**Table 2: Key Program Staff**

| <b>Name</b>                                             | <b>Position Title</b>                                                              | <b>Roles and Responsibilities</b>                                                                                                                                           | <b>FTE</b>               |
|---------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Dr. Bryan Johnson                                       | Director Certificated Workforce Management                                         | Oversight of the grant program                                                                                                                                              | .05                      |
| Laura Tofft                                             | Assistant Director, Certificated Workforce Management                              | Oversight of grant program; support to BOOST Mentors                                                                                                                        | .05                      |
| Jacob Guthrie                                           | Director, Recruitment, Selection, and Retention, Black Student Achievement Program | Support in recruitment and retention of teachers of color, and teachers working in high-needs schools                                                                       | .05                      |
| Brandy Spencer<br>Brooke Wilkerson<br>Tamisha D. Donald | School Support Administrators                                                      | Serve as BOOST Mentors<br>Recruit and review applicants for BOOST/Career Ladder Programs<br>Maintain partnerships with IHEs<br>Develop and arrange professional development | 2 @<br>.20<br>1 @<br>.25 |
| David Arnold                                            | Teacher Advisor                                                                    | Manage forms and office processes<br>Maintain participant database                                                                                                          | 1 @<br>.20               |
| Arlene Lyew-Teba                                        | HR Specialist II                                                                   | Process reimbursement forms<br>Maintain participant database<br>Monitor financial assistance totals<br>Responsible for providing project data in Criterion 6                | 1 @<br>.25               |
| Janice Lasmarias                                        | Administrative Analyst                                                             | Enter reimbursements<br>Process orders for supplies<br>Facilitate POs and Invoices for contracts                                                                            | 1 @<br>.10               |
| Tiffany Chen                                            | Fiscal Manager                                                                     | Monitor budget<br>Provide Quarterly Expenditure Reports                                                                                                                     | 1 @<br>.05               |

**5c) Participant Advisement:**

Mentoring and guidance from a Career Ladder Mentor has been identified as the key factor in the successful transition of members to teaching. Career Ladder members regularly meet with their mentor to complete the Individualized Mentorship Plan (IMP) and create an individualized timeline to obtain a teaching credential. These



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individualized meetings ensure that the member is on-track to complete the program on time or to determine if additional resources are needed. The steps of the program, as outlined in Table 3 below, are designed to align the credential requirements along with academic progress, so that participants are able to transition to teaching as soon as possible. This establishes an individualized timeline to obtain a teaching credential and apply for a teaching position.

**Table 3: Individualized Mentorship Plan**

| <b>STEP</b> | <b>Educational Benchmarks</b>                                                  | <b>Credential Requirements</b>                                  | <b>Review of Instructional Standards Experience (RISE)</b> |
|-------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------|
| <b>5</b>    | Completion of Preliminary Credential/License                                   | Reading Instruction Competence (RICA)                           | Teaching Performance Assessment (TPA)                      |
| <b>4</b>    | Completion of Baccalaureate Degree<br>Enroll in in Teacher Preparation Program | CTC Subject Matter Competence (CSET or equivalent)              | RISE #4<br>Delivery of Instruction                         |
| <b>3</b>    | Completion of 120 semester units                                               | Basic Skills Requirement (CBEST or equivalent)                  | RISE #3<br>Additional Professional Responsibilities        |
| <b>2</b>    | Completion of 90 semester units<br>Enroll in baccalaureate program             | US Constitution (course or exam)                                | RISE #2<br>Planning and Preparation                        |
| <b>1</b>    | Completion of 60 semester units or AA degree                                   | Program Entrance Requirements – Policy Guide and Online profile | RISE #1<br>Classroom Environment                           |

**5d) Participant Support:**

In addition to the individualized mentoring, the following program supports are also provided:

- Professional development to expose participant to the District's Teaching and Learning Framework and develop and understanding of the District's definition of effective teaching practice
- Additional professional development opportunities that will assist in the credentialing process and teacher training; such as, forums, workshops, regional meetings, etc.
- Release time for classroom observations and teacher shadowing

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- Direct Financial Assistance in the form of reimbursements for educational and credential related expenses which may include:
  - o Tuition Reimbursement
  - o Textbook reimbursement
  - o Required materials and/or equipment expenses
  - o Technology stipend
  - o University fees
  - o Parking permit for university/college
  - o Public transportation fees to travel to and from university/college
  - o Test Fee vouchers or reimbursements for CBEST, CSET, RICA and/or US Constitution
  - o Test Preparation Courses for CBEST, CSET, RICA and/or US Constitution
  - o Credential license fees
  - o Other qualifying expenses required for education or credentialing
- Teaching Mentor in same credential area (when feasible) when in a provisional assignment or District Intern teacher
- Academic advisement and other guidance from partner institutions of higher education

Funds not requested as reimbursements for the BOOST participant will be used to cover costs for professional development or other educational resources that will assist the participant in becoming an effective teacher. Professional development will be provided as a range of options. A bi-annual forum will provide a variety of workshops ranging on topics from working in the classroom as a paraprofessional to effective teaching strategies. In addition, the forums will provide attendees an opportunity to meet with Human Resources Talent Acquisition Specialists and learn about the LAUSD teacher eligibility process and interview preparation strategies. Finally, the Career Ladder office is working closely with the Division of Special Education and the Multilingual and Multicultural Education Division offices in order to ensure that classified staff are provided appropriate professional development opportunities and access to necessary instruction resources that will support student success.

**5e) Progress Monitoring:**

Upon acceptance to BOOST, participants will be required to sign the policy agreement which outlines the requirements of the program at the initial IMP meeting. Members will be required to meet at least once annually to update their progress to qualify for reimbursements and supports. This will provide up-to-date information as to the progress BOOST participants are making throughout the year.



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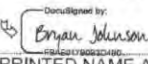
**Exhibit B**  
**Budget**  
**(Supplied by Grantee, Appendix E)**

| <b>Program Component</b>                                              | <b>Grant Funds Requested per Participant</b> | <b>Annual Total Grant Funds Requested = Grants Funds per Participant x Total Number of Participant per Year</b> |
|-----------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Participant recruitment activities                                    | \$0.00                                       | \$0.00                                                                                                          |
| Collaboration with IHEs                                               | \$0.00                                       | \$0.00                                                                                                          |
| Release time                                                          | \$0.00                                       | \$0.00                                                                                                          |
| IHE tuition, fees, books                                              | \$0.00                                       | \$0.00                                                                                                          |
| Examinations and credential fees                                      | \$0.00                                       | \$0.00                                                                                                          |
| Living stipends for participants                                      | \$4,500.00                                   | \$450,000.00                                                                                                    |
| Other support services for participants                               | \$300.00                                     | \$30,000.00                                                                                                     |
| Program administration (10% cap on grant funds used for this purpose) | \$0.00                                       | \$0.00                                                                                                          |
| <b>TOTALS</b>                                                         | <b>\$4,800.00</b>                            | <b>\$480,000.00</b>                                                                                             |

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ATTACHMENT L

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                   |                  |                              |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Los Angeles Unified School District 2021CS02                                                                      |                  |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Computer Science Supplementary Authorization Incentive Grant                                                      |                  |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | July 8 <sup>th</sup> , 2022                                                                                       | through          | June 30 <sup>th</sup> , 2026 |                               |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                  |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                   |                  |                              |                               |
| <p>Los Angeles Unified School District is to support credentialed teachers to obtain a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential. The Computer Science Supplementary Authorization Incentive Grant (Computer Science Grant) can be used by the applicant Local Education Agency (LEA) to expand an existing and/or develop a new initiative that supports teachers in obtaining the Introductory or Specific Computer Science supplementary authorization.</p> <p>Project is to be carried out in conformance with the Task List attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                                                   |                  |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$75,00.00                                                                                                        |                  |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                   |                  |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Commission on Teacher Credentialing</b>                                                                        |                  |                              |                               |
| 333 South Beaudry Avenue<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1900 Capitol Ave,<br>Sacramento, CA 95811                                                                         |                  |                              |                               |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BY (AUTHORIZED SIGNATURE):<br> |                  |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Dr. Bryan Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                  |                              |                               |
| DATE SIGNED: Aug 22, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DATE SIGNED: Aug 23, 2022                                                                                         |                  |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                   |                  |                              |                               |
| GRANT NUMBER<br>2021CS02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | General Fund (0001)<br>Proposition 98                                                                             | ENY<br>2020      | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$75,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ITEM<br>6360-601-0001                                                                                             | CHAPTER<br>44/21 | STATUTE<br>2021              | FISCAL<br>YEAR<br>2021-22     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                   |                  |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER:<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DATE<br>Aug 24, 2022                                                                                              |                  |                              |                               |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of the Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021), Section 143.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Local Educational Agency" means a school district, county office of education, county superintendent of schools, state-operated education program, including a state special school, an education program providing instruction in kindergarten or any of grades 1 to 12, inclusive, that is offered by a state agency, including the Department of Youth and Community Restoration and the State Department of Developmental Services, or a regional occupational center or program operated by a joint powers authority or county office of education.
6. The term "Program" means the Computer Science Supplementary Authorization Incentive Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Computer Science Supplementary Authorization Incentive Grant Program" is a state grant program authorized under the provisions of (AB) 130, Section 143 that



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provides funding for Local Education Agencies (LEAs) interested in supporting credentialed teachers in adding a Computer Science Supplementary Authorization to their Single Subject or Multiple Subject Credential.

12. The term "Work Plan" means the computer supplementary authorization program planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their computer science supplementary authorization program, resulting in an increase in the number of teachers providing instruction in computer science coursework in settings authorized by the underlying credential and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Awarded grantee LEAs must report annually to the Commission on Teacher Credentialing beginning on or before June 30<sup>th</sup> of the end of the first year after receiving a grant award and continue throughout the project period on the number of new computer science courses being taught by teachers who participated in the grant program. In addition, awarded grantee LEAs will be expected to report annually to the Commission information related to program participation, completion, and expenditures throughout the grant period.
5. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
6. The Computer Science Supplementary Authorization Incentive Grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Computer Science Supplementary Authorization Incentive Grant funding, the grantee may continue to operate their Computer Science Supplementary Authorization Incentive Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**



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Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of candidate participation.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of the program. The second payment will be provided to grantees after the program has completed its activities and submitted the required annual reports to the Commission.
3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected participant numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 Section 143 provided the Commission with \$15,000,000 (\$15 million) appropriated from the General Fund for the Computer Science Supplementary Authorization Incentive Grant Program. One time grant awards of up to \$2,500 per teacher participating in the Computer Science Supplementary Authorization Incentive Grant Program are available to support credentialed teachers to obtain a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential. Funding is available for up to five years, through June 30, 2026
2. Grant funding may be used for costs for any of the following: coursework, books, fees, tuition, and release time and/or substitute cost. The awards allocated pursuant to this grant shall not be subject to local educational agency indirect costs. The 100-percent match of grant funding may be in the form of (A) one dollar (\$1) for every one dollar (\$1) of grant funding received that is to be used in a manner consistent with allowable grant costs described above and/or (B) an in-kind match of release time or substitute teacher costs for the participating teacher.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation

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of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.



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5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

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## 2021-22 Budget Act Legislation

### **AB 130, SEC. 143.**

(a) For the 2021–22 fiscal year, the sum of fifteen million (\$15,000,000) is hereby appropriated from the General Fund to the Commission on Teacher Credentialing for the Computer Science Supplementary Authorization Incentive Grant Program. This funding shall be available for encumbrance until June 30, 2026.

(b) The Computer Science Supplementary Authorization Incentive Grant Program is hereby established for the purpose of providing one-time grants to local educational agencies to support the preparation of credentialed teachers to earn a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential.

(c) The commission shall approve applications submitted by local educational agencies that meet the criteria established by the commission pursuant to paragraph (1) of subdivision (e). To the extent that funds are available, the commission shall allocate funds to participating local educational agencies for each approved application.

(d) A participating teacher is eligible to receive an award of up to two thousand five hundred dollars (\$2,500) from the Computer Science Supplementary Authorization Incentive Grant Program.

(e) The commission shall do all of the following:

- (1) Establish grant criteria for local educational agencies.
- (2) Issue a request for proposal to all local educational agencies to solicit applications for funding.
- (3) Accept grant applications from participating local educational agencies until funds are fully expended.
- (4) Review applications and verify that each proposed participant teacher holds a valid credential.
- (5) Allocate grants to participating local educational agencies for the purpose of paying the teacher costs of coursework, books, fees, and tuition, as applicable.
- (6) Give priority to grant applications for teachers that provide instruction at either of the following:
  - (A) A school operating within a rural district.
  - (B) A school with a higher share than other applicants of unduplicated pupils, as defined in Section 42238.02 of the Education Code.

(f) In selecting grant recipients, the commission shall require each applicant to, at a minimum, do all of the following:

- (1) Identify the teachers employed by the local educational agency who have been selected to participate in the incentive grant program.
- (2) Identify the number of coursework credits required for each selected teacher to earn a supplementary authorization in computer science.
- (3) Provide an estimated cost for the required coursework, books, fees, tuition, and release time, as applicable.



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- (4) Provide a 100-percent match of grant funding in the form of one or both of the following:
- (A) One dollar (\$1) for every one dollar (\$1) of grant funding received that is to be used in a manner consistent with allowable grant costs described in paragraph (3).
  - (B) An in-kind match of release time or substitute teacher costs for the participating teacher.
- (5) Report to the Commission on Teacher Credentialing on or before August 30 of the second year after receiving a grant award the number of new computer science courses offered at the school being taught by a teacher who participated in the incentive grant program.
- (g) The awards allocated pursuant to this section shall not be subject to local educational agency indirect costs.
- (h) On or before April 1 of each year until the fiscal year following final disbursement of the grant funds, the Commission on Teacher Credentialing shall report to the fiscal committees of the Legislature, the Legislative Analyst's Office, and the Department of Finance on the program, including, but not limited to, the number of participating local educational agencies, the number of grants issued, the number of computer science supplementary authorizations issued, and the number of new computer science courses reported by grant recipients. The report shall be submitted in compliance with Section 9795 of the Government Code.
- (i) For purposes of this section, "local educational agency" means a school district, county office of education, county superintendent of schools, state-operated education program, including a state special school, an education program providing instruction in kindergarten or any of grades 1 to 12, inclusive, that is offered by a state agency, including the Department of Youth and Community Restoration and the State Department of Developmental Services, or a regional occupational center or program operated by a joint powers authority or county office of education.
- (j) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202 of the Education Code, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202 of the Education Code, for the 2020–21 fiscal year.

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**Exhibit A****Task List****(Supplied by Grantee, Question 2 of RFA Response)**

| Planning Aspect                                                                                 | Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Selection:</b><br/>How will teachers be selected to participate in the Grant Program?</p> | <p><b>Two Teacher Pools</b></p> <p><b>1. LAUSD District Wide Teachers</b></p> <p>Recruitment</p> <ul style="list-style-type: none"> <li>• MyPLN, an internal network LAUSD teachers access for PD opportunities.</li> <li>• Information will be shared with district leaders.</li> <li>• WIN -Weekly Instructional News that Division of Instructions, an e-newsletter source</li> <li>• District websites and social media outlets</li> </ul> <p><b>2. UCLA Teachers of Education</b> who are working toward their Masters of Education.</p> <ul style="list-style-type: none"> <li>• All UCLA Teacher Education Teachers teach in schoolwide Title 1 schools.</li> <li>• Faculty will recruit current teachers in their seminar who currently teach in LAUSD and who want to attain a secondary authorization in CS.</li> <li>• This information will be highlighted in all recruitment events.</li> <li>• Information will be posted on UCLA social media and the UCLA TEP website.</li> </ul> <p><b>Selection</b></p> <ul style="list-style-type: none"> <li>• <b>Application</b> <ul style="list-style-type: none"> <li>○ Demographics and identifiers of individual</li> <li>○ Percentage of English Language learners and</li> </ul> </li> </ul> |



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|                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                    | <p>percentage of students who qualify for free and reduced lunch at their school</p> <ul style="list-style-type: none"> <li>o Reasoning for why they want to teach CS</li> <li>o If they already teach CS or IDS.</li> <li>o Experience in CS/Computational Thinking/Data Literacy</li> </ul> <ul style="list-style-type: none"> <li>• <b>Prioritizations:</b> We will prioritize teachers who teach in schools with 80% of students who qualify for free and reduced lunch and those with an elevated percentage of English Language Learners (30% or more in Elementary and 15% or more in Secondary)</li> <li>• <b>Considerations:</b> Applicants from the same school (if there are 2 from one school, the expectation is that they will collaborate); mix of elem, middle and high school teachers.</li> <li>• <b>Review</b> of files by joint LAUSD/UCLA committee by April</li> <li>• <b>Selection</b> by joint committee by April 15th in an academic year (except for the first year of implementation).</li> </ul> |
| <p><b>Monitoring:</b><br/>How will the program support and monitor the progress of participating teachers as they work to satisfy needed coursework/degree requirements for the authorization?</p> | <ul style="list-style-type: none"> <li>• Enrollment in courses via UCLA enrollment records</li> <li>• Attendance at Support Sessions on uploading information to CTC toward the CS Supplementary Authorization.</li> <li>• Secure website with candidate information and rates of completion after end of course recording is completed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Funding and Partners:</b> How and when will the funds associated with the grant be disbursed to applicants, IHEs or other service providers?</p>                                             | <p>Sub-award will be provided to IHE for coursework support. We have systems in place to allow for transfer of funds between the LEA and IHE.</p> <p>Technology support for the courses will be funded via a purchase order.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>Reporting:</b><br/>Who will be responsible for collecting the data needed for reporting program information to the Commission?</p>                                                           | <p><b>LAUSD:</b></p> <ul style="list-style-type: none"> <li>• Responsible for recruitment data and reporting final numbers to CTC with support of the IHE.</li> </ul> <p><b>UCLA:</b></p> <ul style="list-style-type: none"> <li>• Responsible for monitoring who enrolls and completion rates of the enrolled participants. Enrollment and progress, and completion of CS Supplementary Authorization Courses will be shared and accessible to the LEA through a common electronic password protected space.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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**Exhibit B****Budget****(Supplied by Grantee, Appendix F)**

| <b>Program Component</b>                                         | <b>Number of Participants Annually</b>        | <b>Grant Funds Amount</b> | <b>Matching Actual Funds Amount</b> | <b>Matching In-Kind Amount</b> | <b>Totals</b> |
|------------------------------------------------------------------|-----------------------------------------------|---------------------------|-------------------------------------|--------------------------------|---------------|
| Participant preparation costs<br>tuition and/or fees             | 30                                            | \$75,000.00               | \$33,750.00                         | \$18,000.00                    | \$126,750.00  |
| Participant preparation costs<br>books and/or supplies           | 30                                            | \$0.00                    | \$2,250.00                          | \$9,000.00                     | \$11,250.00   |
| Participant release time and/or<br>substitute teacher costs      | 30                                            | \$0.00                    | \$9,000.00                          | \$0.00                         | \$9,000.00    |
| Computer Science Supplementary<br>Authorization application fees | 30                                            | \$0.00                    | \$3,000.00                          | \$0.00                         | \$3,000.00    |
|                                                                  | <b>Total Grant and Matching Funds Amounts</b> | \$75,000.00               | \$48,000.00                         | \$27,000.00                    | \$150,000.00  |



**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**OR****Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Section 4 – Payee Residency Status** (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes – enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

| If the Payee in Section 1 is a(n)...                                                                                                                                                                              | THEN Select the Box for...               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes                                                                                                          | Sole Proprietor/Individual               |
| Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes                                                                                                                | Single Member LLC-owned by an individual |
| Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership                                                                                                                           | Partnerships                             |
| Estate • Trust (other than disregarded Grantor Trust)                                                                                                                                                             | Estate or Trust                          |
| Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature                | Corporation-Medical                      |
| Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature   | Corporation-Legal                        |
| Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.                                                                                                         | Corporation-Exempt                       |
| Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above | Corporation-All Other                    |

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900  
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)  
Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

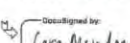
All questions should be referred to the requesting state agency listed on the bottom front of this form.



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ATTACHMENT M

### GRANT AGREEMENT COMMISSION ON TEACHER CREDENTIALING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |                              |                              |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------|------------------------------|-------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Los Angeles Unified School District 2021CS11                                        |                              |                              |                               |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Computer Science Supplementary Authorization Incentive Grant                        |                              |                              |                               |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | July 1 <sup>st</sup> , 2023                                                         | through                      | June 30 <sup>th</sup> , 2026 |                               |
| Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                     |                              |                              |                               |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                     |                              |                              |                               |
| <p>Los Angeles Unified School District is to support credentialed teachers to obtain a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential. The Computer Science Supplementary Authorization Incentive Grant (Computer Science Grant) can be used by the applicant Local Education Agency (LEA) to expand an existing and/or develop a new initiative that supports teachers in obtaining the Introductory or Specific Computer Science supplementary authorization.</p> <p>Project is to be carried out in conformance with the Program Summary attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                                                                                     |                              |                              |                               |
| <b>ANNUAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$50,000.00                                                                         |                              |                              |                               |
| The General and Special Provisions attached are made a part of and incorporated into the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                     |                              |                              |                               |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Commission on Teacher Credentialing</b>                                          |                              |                              |                               |
| 333 S. Beaudry Ave<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1900 Capitol Ave,<br>Sacramento, CA 95811                                           |                              |                              |                               |
| BY (AUTHORIZED SIGNATURE):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BY (AUTHORIZED SIGNATURE):                                                          |                              |                              |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                              |                              |                               |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Marco Nava, Administrator - HR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator     |                              |                              |                               |
| DATE SIGNED: Jul 5, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE SIGNED: Jul 5, 2023                                                            |                              |                              |                               |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                     |                              |                              |                               |
| GRANT NUMBER<br>2021CS11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | General Fund (0001)<br>Proposition 98                                               | ENY<br>2020                  | ACCOUNT<br>5432000           | RPTG<br>STRUCTURE<br>63602010 |
| ANNUAL GRANT AMOUNT<br>\$50,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ITEM<br>6360-601-0001                                                               | CHAPTER/<br>STATUTE<br>44/21 | PROGRAM<br>5381              | FISCAL<br>YEAR<br>2023-34     |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     |                              |                              |                               |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     | DATE                         |                              |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     | Jul 5, 2023                  |                              |                               |

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**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of the Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021), Section 143.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Local Educational Agency" means a school district, county office of education, county superintendent of schools, state-operated education program, including a state special school, an education program providing instruction in kindergarten or any of grades 1 to 12, inclusive, that is offered by a state agency, including the Department of Youth and Community Restoration and the State Department of Developmental Services, or a regional occupational center or program operated by a joint powers authority or county office of education.
6. The term "Program" means the Computer Science Supplementary Authorization Incentive Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Computer Science Supplementary Authorization Incentive Grant Program" is a state grant program authorized under the provisions of (AB) 130, Section 143 that



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provides funding for Local Education Agencies (LEAs) interested in supporting credentialed teachers in adding a Computer Science Supplementary Authorization to their Single Subject or Multiple Subject Credential.

12. The term "Work Plan" means the computer supplementary authorization program planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the Commission for approval, prior to implementation of changes. Any variation of grant funds in approved budget categories that exceeds ten percent (10%) of what was submitted in the proposed budget requires prior approval from the Commission.
3. Grantees will be expected to make appropriate yearly progress in implementing their computer science supplementary authorization program, resulting in an increase in the number of teachers providing instruction in computer science coursework in settings authorized by the underlying credential and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Awarded grantee LEAs must report annually to the Commission on Teacher Credentialing beginning on or before June 30<sup>th</sup> of the end of the first year after receiving a grant award and continue throughout the project period on the number of new computer science courses being taught by teachers who participated in the grant program. In addition, awarded grantee LEAs will be expected to report annually to the Commission information related to program participation, completion, and expenditures throughout the grant period.
5. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
6. The Computer Science Supplementary Authorization Incentive Grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Computer Science Supplementary Authorization Incentive Grant funding, the grantee may continue to operate their Computer Science Supplementary Authorization Incentive Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

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**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of candidate participation.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of the program. The second payment will be provided to grantees after the program has completed its activities and submitted the required annual reports to the Commission.
3. Subsequent annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected participant numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 Section 143 provided the Commission with \$15,000,000 (\$15 million) appropriated from the General Fund for the Computer Science Supplementary Authorization Incentive Grant Program. One time grant awards of up to \$2,500 per teacher participating in the Computer Science Supplementary Authorization Incentive Grant Program are available to support credentialed teachers to obtain a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential. Funding is available for up to five years, through June 30, 2026
2. Grant funding may be used for costs for any of the following: coursework, books, fees, tuition, and release time and/or substitute cost. The awards allocated pursuant to this grant shall not be subject to local educational agency indirect costs. The 100-percent match of grant funding may be in the form of (A) one dollar (\$1) for every one dollar (\$1) of grant funding received that is to be used in a manner consistent with allowable grant costs described above and/or (B) an in-kind match of release time or substitute teacher costs for the participating teacher.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting



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bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds

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within sixty (60) days of project cessation.

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.



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## 2021-22 Budget Act Legislation

### **AB 130, SEC. 143.**

(a) For the 2021–22 fiscal year, the sum of fifteen million (\$15,000,000) is hereby appropriated from the General Fund to the Commission on Teacher Credentialing for the Computer Science Supplementary Authorization Incentive Grant Program. This funding shall be available for encumbrance until June 30, 2026.

(b) The Computer Science Supplementary Authorization Incentive Grant Program is hereby established for the purpose of providing one-time grants to local educational agencies to support the preparation of credentialed teachers to earn a supplementary authorization in computer science and provide instruction in computer science coursework in settings authorized by the underlying credential.

(c) The commission shall approve applications submitted by local educational agencies that meet the criteria established by the commission pursuant to paragraph (1) of subdivision (e). To the extent that funds are available, the commission shall allocate funds to participating local educational agencies for each approved application.

(d) A participating teacher is eligible to receive an award of up to two thousand five hundred dollars (\$2,500) from the Computer Science Supplementary Authorization Incentive Grant Program.

(e) The commission shall do all of the following:

- (1) Establish grant criteria for local educational agencies.
- (2) Issue a request for proposal to all local educational agencies to solicit applications for funding.
- (3) Accept grant applications from participating local educational agencies until funds are fully expended.
- (4) Review applications and verify that each proposed participant teacher holds a valid credential.
- (5) Allocate grants to participating local educational agencies for the purpose of paying the teacher costs of coursework, books, fees, and tuition, as applicable.
- (6) Give priority to grant applications for teachers that provide instruction at either of the following:
  - (A) A school operating within a rural district.
  - (B) A school with a higher share than other applicants of unduplicated pupils, as defined in Section 42238.02 of the Education Code.

(f) In selecting grant recipients, the commission shall require each applicant to, at a minimum, do all of the following:

- (1) Identify the teachers employed by the local educational agency who have been selected to participate in the incentive grant program.
- (2) Identify the number of coursework credits required for each selected teacher to earn a supplementary authorization in computer science.
- (3) Provide an estimated cost for the required coursework, books, fees, tuition, and release time, as applicable.

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(4) Provide a 100-percent match of grant funding in the form of one or both of the following:

(A) One dollar (\$1) for every one dollar (\$1) of grant funding received that is to be used in a manner consistent with allowable grant costs described in paragraph (3).

(B) An in-kind match of release time or substitute teacher costs for the participating teacher.

(5) Report to the Commission on Teacher Credentialing on or before August 30 of the second year after receiving a grant award the number of new computer science courses offered at the school being taught by a teacher who participated in the incentive grant program.

(g) The awards allocated pursuant to this section shall not be subject to local educational agency indirect costs.

(h) On or before April 1 of each year until the fiscal year following final disbursement of the grant funds, the Commission on Teacher Credentialing shall report to the fiscal committees of the Legislature, the Legislative Analyst's Office, and the Department of Finance on the program, including, but not limited to, the number of participating local educational agencies, the number of grants issued, the number of computer science supplementary authorizations issued, and the number of new computer science courses reported by grant recipients. The report shall be submitted in compliance with Section 9795 of the Government Code.

(i) For purposes of this section, "local educational agency" means a school district, county office of education, county superintendent of schools, state-operated education program, including a state special school, an education program providing instruction in kindergarten or any of grades 1 to 12, inclusive, that is offered by a state agency, including the Department of Youth and Community Restoration and the State Department of Developmental Services, or a regional occupational center or program operated by a joint powers authority or county office of education.

(j) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202 of the Education Code, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202 of the Education Code, for the 2020–21 fiscal year.

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**Exhibit A****Program Summary****(Supplied by Grantee, Appendix D of RFA Response)**

| <b>Participant Credential</b>                                                   | <b>Multiple Subject</b> | <b>Single Subject</b> | <b>Totals</b> |
|---------------------------------------------------------------------------------|-------------------------|-----------------------|---------------|
| Total Number of Participants Over the Life of the Grant                         | 40                      | 20                    | 60            |
| Amount of Grant Funds to Serve these Participants                               | \$100,000.00            | \$50,000.00           | \$150,000.00  |
| Total Amount of Matching and In-Kind matching Funds to Serve these Participants | \$100,000.00            | \$50,000.00           | \$150,000.00  |

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In this table, please indicate the number of anticipated NEW teacher participants per year.

| Fiscal/Academic Year of the Grant | Number of NEW Teacher Participants Each Year |
|-----------------------------------|----------------------------------------------|
| Year 1 (2023-24)                  | 20                                           |
| Year 2 (2024-25)                  | 20                                           |
| Year 3 (2025-26)                  | 20                                           |
| Total                             | 60                                           |

If applying as a consortium, in this table, please list all partner LEAs.

| Consortium Partner(s) |
|-----------------------|
|                       |



Grant Number: 2021CS11

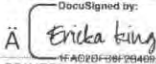
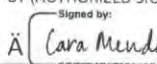
**Exhibit B****Budget****(Supplied by Grantee, Appendix F of RFA Response)****Budget Year(s): 2023-2026**

| <b>Program Component</b>                                      | <b>Grant Funds Amount</b> | <b>Matching Actual Funds Amount</b> | <b>Matching In-Kind Amount</b> | <b>Number of ALL Participants in Year 1</b> | <b>Total Amounts (Grant + Matching + In-Kind) X Participants</b> |
|---------------------------------------------------------------|---------------------------|-------------------------------------|--------------------------------|---------------------------------------------|------------------------------------------------------------------|
| Participant preparation costs tuition and/or fees             | \$2,500.00                | \$0.00                              | \$0.00                         | 20                                          | \$50,000.00                                                      |
| Participant preparation costs books and/or supplies           | \$0.00                    | \$900.00                            | \$500.00                       | 20                                          | \$28,000.00                                                      |
| Participant release time and/or substitute teacher costs      | \$0.00                    | \$0.00                              | \$1,000.00                     | 20                                          | \$20,000.00                                                      |
| Computer Science Supplementary Authorization application fees | \$0.00                    | \$100.00                            | \$0.00                         | 20                                          | \$2,000.00                                                       |
| <b>Total of Each Column</b>                                   | <b>\$2,500.00</b>         | <b>\$1,000.00</b>                   | <b>\$1,500.00</b>              | <b>80</b>                                   | <b>\$100,000.00</b>                                              |

Grant Number: 2023DELPI12

ATTACHMENT N

**GRANT AWARD AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                   |                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | Los Angeles Unified School District 2023DELPI12                                                                   |                                      |
| <b>PROJECT TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            | Diverse Education Leaders Pipeline Initiative Grant                                                               |                                      |
| <b>PERFORMANCE PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | July 1 <sup>st</sup> , 2024                                                                                       | through June 30 <sup>th</sup> , 2027 |
| <p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |                                                                                                                   |                                      |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                   |                                      |
| <p>Los Angeles Unified School District is to develop and implement a program to provide support to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to improve pupil outcomes and meet the needs of California's education workforce. The program shall have the following goals: (1) increase the diversity among public school administrators to promote school environments that better represent and reflect the diversity of the pupils served, (2) cultivate culturally responsive public school administrators, (3) build capacity and partnerships between local educational agencies, nonprofit educational service providers, and institutions of higher education to meet the needs of administrator candidates, and (4) increase the quality of school administrators by incorporating culturally diverse practices.</p> <p>Project is to be carried out in conformance with the Program Implementation (RFA Question #3) attached as Exhibit A and the Budget (Appendix G) attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> |                            |                                                                                                                   |                                      |
| <b>TOTAL GRANT AMOUNT NOT TO EXCEED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            | <b>\$982,872.00</b>                                                                                               |                                      |
| <b>Annual Grant Distribution Amounts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                                                                                                                   |                                      |
| <b>2024-25</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | \$0.00                                                                                                            |                                      |
| <b>2025-26</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | \$491,436.00                                                                                                      |                                      |
| <b>2026-27</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | \$491,436.00                                                                                                      |                                      |
| <p>The General and Special Provisions attached are made a part of and incorporated into the Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                   |                                      |
| <b>Los Angeles Unified School District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>Commission on Teacher Credentialing</b>                                                                        |                                      |
| 333 S. Beaudry Avenue,<br>Los Angeles, CA 90017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            | 651 Bannon Street, Suite 600<br>Sacramento, CA 95811                                                              |                                      |
| BY (AUTHORIZED SIGNATURE):<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            | BY (AUTHORIZED SIGNATURE):<br> |                                      |
| PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE:<br>Ericka King, Senior Contract Administration Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Cara Mendoza, Ed.D., Administrator                                   |                                      |
| DATE SIGNED:<br>Aug 14, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            | DATE SIGNED:<br>Aug 14, 2024                                                                                      |                                      |
| <b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                   |                                      |
| GRANT NUMBER<br>2023D12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ITEM<br>6360-613-0001      | ENY<br>2023                                                                                                       | ACCOUNT<br>5432000                   |
| General Fund (0001)<br>Proposition 98                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CHAPTER/ STATUTE<br>194/23 | PROGRAM<br>5397                                                                                                   | RPTG STRUCTURE<br>63602010           |
| <p>I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                   |                                      |
| SIGNATURE OF ACCOUNTING OFFICER<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | DATE<br>Sep 2, 2024                                                                                               |                                      |



Grant Number: 2023DELP112

**GRANT AWARD AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work plan as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means the State's allocation of funding for the grantee.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Senate Bill (SB) 141, Section 112 (Chap. 48, Stats. 2023). Funding is provided in accordance with the Budget Act of 2023 under SB 101, Provision 3 of 6100-488 (Chap. 12, Stats. 2023).
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Local educational agency" (LEA) means a school district, county office of education, charter school, or a regional occupational center or program operated by a joint powers authority or a county office of education.
7. The term "Program" means the Diverse Education Leaders Pipeline Initiative Grant Program.
8. The term "Project" as used herein means the project described on page one (1) of this Agreement.
9. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed, and paid as described on page one (1) of this Agreement.
10. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.

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11. The term "State" as used herein means the Commission on Teacher Credentialing.
12. The term "Diverse Education Leaders Pipeline Initiative Grant Program" is a state grant program authorized under SB 141, Section 112 (Chap. 48, Stats. 2023) that provides funding to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to improve pupil outcomes and meet the needs of California's education workforce.
13. The term "Work Plan" means the grant program activities described in the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes. The grantee may shift funds between approved budget categories. If the shift exceeds 10 percent of total grant funds, then approval to do so must be given by Commission staff.
3. Grantee agrees to not charge a sponsored candidate a fee to participate in the program.
4. Grantees will be expected to make appropriate yearly progress in implementing the operational plan provided in the funded grant application.
5. Grantees are responsible for responding to the Commission's requirements for data collection, evaluation, and reporting. Grantees must submit reports annually to the Commission throughout the grant period. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
6. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
7. Grantee agrees to ensure that administrator candidates participating in the grant program shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least two school years. The administrator candidate shall also commit in the written agreement to annually report to their sponsoring LEA where they are employed and their current contact information until they have completed their service requirement. Upon receiving the preliminary administrator credential, the administrator candidate has four years to complete the two-year service requirement.



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8. Grantee agrees to inform the Commission if more than 10 percent of sponsored candidates in an LEA's yearly program cohort fails to earn an administrator credential or failed to meet their two-year service commitment. The Commission shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a credential or meet their administrator commitment above a 10-percent attrition rate. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate served at least one year at a public school in California. Upon confirming the amount to be recovered from the grant recipient, the Commission shall notify the grantee of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the Commission. If the grantee fails to make the required payment within 60 days, the Commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the Commission on Teacher Credentialing from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. The grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual grant amount projected for the first year of candidate enrollment.
2. The second payment will be 10 percent (10%) of the total annual grant amount projected for the first year of candidate enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted the required annual reports to the Commission.
3. Subsequent annual payments will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

**D. Allowable Activities and Use of Funds**

1. Senate Bill (SB) 141 Section 112 (Chap. 48, Stats. 2023) provided the Commission with \$10 million for the Diverse Education Leaders Pipeline Initiative Grant Program. Per

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statute, one-time, non-renewable grant awards of up to \$30,000 per administrative candidate. An LEA receiving a grant shall not use more than 5 percent of grant awards for program administration costs. Grant funds are available to eligible LEA grantees through June 30, 2027.

2. Grant funds may not be used to reimburse expenditures incurred prior to the start date of the project's "Performance Period," as indicated on the first page of the grant award agreement.
3. Grant recipients shall not charge a sponsored candidate a fee to participate in the Diverse Education Leaders Pipeline Initiative program.
4. Only activities that were approved on the grant application may be funded. Note that this is not a planning grant, and only Program Administration costs may be claimed as outlined in the approved budget.
5. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10 percent withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or at the end of the Project Performance Period as shown on page one (1), whichever is earlier.
3. Repayment of grant funds shall be made in accordance with SB 141, Section 112 (Chap. 48, Stats. 2023) subdivisions (i), (j), and (l).

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.



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3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

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#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents, and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of the Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2023 Authorizing Legislation**

#### **SB 141 Section 112 (Chap. 48, Stats. 2023)**

(a) For the 2023–24 fiscal year, the Superintendent of Public Instruction shall allocate the sum of ten million dollars (\$10,000,000) from the funding appropriated in Provision 3 of Item 6100-488 of the Budget Act of 2023 to the Commission on Teacher Credentialing to establish the Diverse Education Leaders Pipeline Initiative program, as set forth in this section.

(b) The purpose of the program is to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to improve pupil outcomes and meet the needs of California's education workforce. The program shall have the following goals:

- (1) Increasing diversity among public school administrators for transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to promote school environments that better represent and reflect the diversity of the pupils served.



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(2) Cultivating culturally responsive public school administrators for transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, through professional development that centers diversity, equity, and inclusion.

(3) Mitigating or removing administrator credentialing costs for aspiring public school administrators for transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, and administrator preparation and induction programs.

(4) Promoting improved academic and school climate outcomes for all pupils, especially historically underserved pupil subgroups.

(5) Tracking and publicly reporting recruitment, retention, and demographic data for educators that benefit from this program to inform policy, legislation, and practice.

(6) Build capacity and partnerships between local educational agencies, nonprofit educational service providers, and institutions of higher education to meet the needs of administrator candidates with a focus on improving outcomes for pupils and strengthening California's educator workforce.

(7) Increasing quality school administrators statewide and incorporating culturally diverse practices that prove effective towards increasing local educational agency and schoolsite leadership.

(c) For purposes of this section, the following definitions apply:

(1) "Administrator candidate" means an individual with a teaching or services credential eligible to pursue an administrative services credential, including individuals who will apply or who have applied to administrator programs.

(2) "Grant recipient" means a local educational agency or a consortium of local educational agencies that is awarded a grant pursuant to this section.

(3) "Institution of higher education" means a California postsecondary college or university accredited by the Commission on Teacher Credentialing to offer a preparation program for an administrative services credential.

(4) "Local educational agency" means a school district, county office of education, charter school, or a regional occupational center or program operated by a joint powers authority or a county office of education.

(5) "Nonprofit educational service provider" means either of the following:

(A) A California nonprofit entity accredited by the Commission on Teacher Credentialing to offer a preparation program for an administrative services credential.

(B) A California nonprofit entity in partnership with a local educational agency or institution of higher education accredited by the California Commission on Teacher Credentialing to offer a preparation program for an administrative services credential.

(d) When selecting grant recipients, the Commission on Teacher Credentialing shall do both of the following:

(1) Develop criteria for the awarding of competitive grants and an application process, request necessary data from participating local educational agencies, and award grants consistent with this section. Successful applicants shall demonstrate an understanding of how diverse and

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culturally competent school leadership affects pupil academic success and social-emotional well-being, family engagement, and the retention of a diverse educator workforce.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of enrolled unduplicated pupils, as defined in Section 42238.02 of the Education Code, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(e) Grant recipients awarded funding pursuant to this section shall demonstrate a commitment to administrator diversity and culturally responsive school leadership, as evidenced by programmatic pedagogy, curriculum, coursework, mission statements, or any other relevant data, and shall receive an amount of up to thirty thousand dollars (\$30,000) per administrator candidate.

(f) (1) Permissible uses of funding allocated pursuant to this section include, but are not limited to, all of the following:

(A) Coaching, training, and mentoring activities for current administrators and administrator candidates to serve and educate diverse pupil populations, engage diverse families, and support and retain a diverse educator workforce.

(B) Developing support systems for a diverse administrator workforce that reflects a local educational agency community's diversity.

(C) Paying for or reimbursing administrator program costs.

(D) Paying for or reimbursing administrator credentialing costs, including administrative services credential clear induction programs.

(2) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(3) In performing these activities, a grant recipient is highly encouraged to partner with an institution of higher education or a nonprofit educational service provider, or both, as applicable. These partnerships may require that grant recipients provide fiscal support to partner organizations to support their capacity for meaningful collaboration and implementation of the Diverse Education Leaders Pipeline Initiative program.

(g) An administrator candidate shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least two school years. The administrator candidate shall also commit in the written agreement to annually report to their sponsoring local educational agency where they are employed and their current contact information until they have completed their service requirement. Upon receiving the preliminary administrator credential, the administrator candidate has four years to complete the two-year service requirement.

(h) If a candidate is unable to complete a school year of service, that school year may still be counted toward the required two complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.



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- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year.
  - (3) The candidate was not able to serve as an administrator due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
  - (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.) or similar state law.
  - (5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.
- (i) (1) If the Commission on Teacher Credentialing is informed that more than 10 percent of sponsored candidates in a local educational agency's yearly program cohort failed to earn an administrator credential or failed to meet their commitment pursuant to this section, the Commission on Teacher Credentialing shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a credential or meet their administrator commitment above a 10-percent attrition rate.
- (2) The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate served at least one year at a public school in California.
- (j) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (i), the Commission on Teacher Credentialing shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the Commission on Teacher Credentialing. If the grant recipient fails to make the required payment within 60 days, the Commission on Teacher Credentialing shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the Commission on Teacher Credentialing from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.
- (k) An amount recovered by the Commission on Teacher Credentialing or deducted by the Controller pursuant to subdivision (j) shall be deposited into the Proposition 98 Reversion Account.
- (l) Grant recipients may recover from a sponsored candidate who fails to earn an administrator credential, or who fails to complete the period of placement, the amount of grant funding invested in the administrator candidate's training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the administrator candidate served at least one year, but less than two years, at a public school in California.
- (m) Grant recipients shall not charge a sponsored candidate a fee to participate in the Diverse Education Leaders Pipeline Initiative program.
- (n) On or before June 30, 2027, the Commission on Teacher Credentialing shall submit a report on the Diverse Education Leaders Pipeline Initiative program to the Department of Finance and the appropriate policy and fiscal committees of both houses of the Legislature. The report shall include an evaluation of the program, including, but not limited to, all of the following information:
- (1) The number of local educational agencies awarded a grant and the number of institutions of higher education and nonprofit educational service providers that were included in grantee partnerships.

Grant Number: 2023DELPI12

(2) The number of administrator candidates supported by the grant award and the number of individuals who obtained an administrative services credential and employment as an administrator as a result of the program.

(3) Any relevant demographic data for each participating local educational agency, including the racial, ethnic, and gender demographics and first language of each administrator candidate supported by the grant award.

(4) The types of culturally relevant support provided to administrator candidates and administrators to improve retention and the education, engagement, and retention of diverse pupils, families, and educators.

(5) Where applicable, the impact of the program on pupil academic and school climate outcomes in participating local educational agencies.



Grant Number: 2023DELP112

## Exhibit A

## Implementation Plan

## (Supplied by Grantee, Question 3 of RFA Response)

The LAPASC program is built on the following **theory of action**: If candidates are provided with the tools of cultural proficiency, they have capacity to engage in equity driven transformative work. By doing so, they will have the agency to enact transformational change at their school site. To this end, **The LAPASC** program has 4 blocks of instruction: Instructional Leadership, Change Leadership, Facilitating Communities of Practice, and Vision and Community Leadership. All blocks also include fieldwork experiences, Equity Seminars, and workshops. Fieldwork experiences are designed to ensure candidates integrate their learnings from the course work to real school settings and administrative practices. Block 4 brings together The program tracks the development of the equity-driven leader through an expanding variety of interactions: individual (coaching, evaluation, monitoring); group (professional development, leading communities of practice); systems (plans, policy, law and ethics); the incorporation trauma informed social emotional learning practices. Finally, personal, professional and community relationships. (Vision, mission, community). Fieldwork experiences, the Principal Shadowing assignment and the culminating task further reassert the behaviors and disposition which are the bedrock of the program. The LAPASC program evolves in the following manner:

**Block 1, Instructional Leadership** covers evaluation, supervision, the role of coaching, application of adult learning, and effective professional development. In this block, CalAPA Cycle 3 preparation is fully included within the block's course work. The fieldwork provides the opportunity to support teacher growth through professional development instructor and/or student identified needs. Block 1 Syllabus: Instructional Leadership

**Block 2, Change Leadership** builds upon the work in Block 1 to study an entire school site's ability to adapt to and identify needs. Candidates will master how to utilize quantitative and qualitative data collection to identify school improvement planning. Block 2 focuses on creating an urgency to change, building the capacity of staff to manage and adapt to student needs, creating school-wide priorities and goals, and creating a theory of action. In this block, preparation for CalAPA Cycle 1 is fully embedded. Block 2 Syllabus: Change Leadership

**In Block 3, Facilitating Communities of Practice**, candidates will learn about organizational issues around evaluation, supervision, the role of coaching teams, application of adult learning, and effective professional development. Candidates will learn how to plan and implement a collaborative approach to school improvement. Candidates will learn the essential aspects of collaboration, networking, target investigation/experimentation and providing measurable goals and outcomes. It also supports completion of CalAPA Cycle 2. Block 3 Syllabus: Facilitating Communities of Practice,

**In Block 4, Vision and Community Leadership**, candidates will focus on understanding and defining culture; managing cultural dynamics through collaboration; transformational culture; understanding community; and the role of communications in building a vision. In this course there is a particular focus on Trauma Informed Social Emotional Learning (TISEL), systems and operational aspects of leadership. Candidates will engage in one Consequential Task focused on Trauma Informed Leadership and Social-Emotional Learning (SEL) in this course. Block 4 Syllabus: Vision and Community

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**Equity Seminars/USC Racial Equity Leadership Academy** (8 Full Saturdays and 1 Sunday)

Each Block within the LAPASC program begins with a one-day Equity Seminar which introduces the Cultural Proficiency Framework. Emphasis is placed on learning from equity gains and racial missteps that have recently occurred elsewhere; learning how to get ahead of situations and reducing the risk of crisis; and learning actionable racial equity leadership strategies. Participants will also receive numerous tools and resources. The Workshops are designed to provide support for candidates to successfully integrate their learning about equity driven practices into their considerations as they meet program and CTC requirements (CalAPA). Integral to these days is the partnership with University of Southern California's (USC) Race and Equity Center. In support of the ongoing focus of LAPASC, and with the support of the DELPI grant, USC will provide professional development in the following areas to enhance candidate's ability to lead LAUSD schools on equity driven transformational leadership, culturally relevant/proficient curriculum across content area, sustaining culturally responsive teacher, and fostering racial equity, data literacy and decision making.

The partnership will allow the LAPASC program to prepare candidates to become fearless leaders in addressing issues of inequity, racism, and disparity. It will enhance the capacity of candidates, and LAPASC faculty, to enact the behaviors of equity driven transformative leaders.

**Field experiences:** Fieldwork is an integral piece in the preparation of candidates for the Preliminary Administrative Services Credential. The following two fieldwork experiences are required and mandatory for all candidates: All Candidates must engage in designing,

implementing, and monitoring professional development. The second experience is selected by the candidate and the Administrative Mentor based on the results of the candidate's self-assessment and identified area of improvement. The Administrative Mentor and LAPASC roles and responsibilities are clearly defined in the Fieldwork Agreement document.

LAPASC Fieldwork Guide

**Principal Shadowing:** Experience Candidates will participate in two 1-day shadowing experiences wherein he/she/they will shadow a vetted and proven exemplary principal and another administrator of their choice. Upon completion they will write a reflective narrative based on the Essential Elements of Cultural proficiency and other specific prompts. Candidates maintain a running record of what they observe during the 2 days and submit a reflective analysis of their experience. LAPASC Principal Shadowing Guide

**Culminating Task:** Candidates will engage in one consequential task focused on Trauma Informed Leadership and Equity Driven leadership. As cited previously, a robust body of research demonstrates that when evidence-based trauma-informed SEL programming is well implemented, academic achievement increases as does student well-being. Candidates will complete an intake for the school site they are employed at. In this way, candidates will demonstrate their mastery of the standards and their readiness to take on the role of a transformational equity-driven school site leader. LAPASC TISEL Culminating Task

i. **The types of support candidates will be provided by the LEA and/or partner(s) to**

LAPASC will support candidates in the following manner:

- Weekly, online course meetings and check-ins with LAPASC instructors
- Quarterly in-person Saturday sessions and workshops to provide guidance on coursework and CalAPA Cycles
- Individual coaching sessions with instructors (1-2 times per month)
- Leadership textbooks provided at no cost
- Cohort grouping with Peer Learning Communities built in
- Access to the district MyPLN digital learning platform
- Targeted intervention support to ensure 100% course completion
- Support from our partner at USC Race & Equity Center

LAPASC Handbook pgs. 21-23



Grant Number: 2023DELPI12

ii. **The month and year that the program would begin and enroll the first cohort of administrator candidates.**

LAPASC runs its program from April to March annually. This was deliberately chosen so candidates can complete the program, be processed through CTC and be available for a potential administrative placement on July 1st of the new school year. It also facilitates the timing and ease of completing the CalAPA assessments as required by the state of California. It ensures they have access to staff and resources to complete these successfully. As described in the Program Overview, LAPASC begins with Cycle 3 in April when most teachers have completed formal evaluation processes and are available for the coaching exercise. Our predicted schedule under the DELPI grant is:

DELPI Cohort 1: April 2025-March 2026 (30 Candidates)

DELPI Cohort 2: April 2026-March 2027 (30 Candidates) total of 60 Candidates

Grant Number: 2023DELP112

Exhibit B

Budget

(Supplied by Grantee, Appendix G)

| Program Component                                                                                                                                                      |  | Grant Funds Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|
| Candidate: Administrator program costs (tuition, books, exams, and/or fees)                                                                                            |  | \$13,200.00        |
| Candidate: Administrative Services Credential application fees                                                                                                         |  | \$100.00           |
| Candidate: Coaching, mentoring, and training costs                                                                                                                     |  | \$8,000.00         |
| Candidate: Administrative Services Credential induction costs                                                                                                          |  | \$0.00             |
| Candidate: Release time                                                                                                                                                |  | \$600.00           |
| Nonprofit educational service provider costs                                                                                                                           |  | \$0.00             |
| Program Administration (five percent (5%) cap)                                                                                                                         |  | \$438.00           |
| Describe All (Other)                                                                                                                                                   |  | \$0.00             |
| Component 1: \$13,200***Component 2: \$100***Component 3: \$8000***Component 4: \$0***Component 5: \$600***Component 6: \$0***Component 7: \$438***Component 8: \$0*** |  |                    |
| Total Grant Funds per Candidate (\$30,000 maximum per candidate)                                                                                                       |  | \$22,338.00        |

| Fiscal Year of the Grant     | Administrator Candidates | Total Grant Funds |
|------------------------------|--------------------------|-------------------|
| Year 1 (2024-25)             | 0                        | \$0.00            |
| Year 2 (2025-26)             | 22                       | \$491,436.00      |
| Year 3 (2026-27)             | 22                       | \$491,436.00      |
| Total Across all Three Years | 44                       | \$982,872.00      |



[Return to Order of Business](#)

**TAB 14**



## Board of Education Report

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File #: Rep-042-24/25, Version: 1

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### **Diploma with Alternate Assessment Exemption (PUBLIC HEARING)**

**October 22, 2024**

**Division of Instruction**

**Division of Special Education**

#### **Action Proposed:**

To provide eligible individuals with exceptional needs, who were enrolled in grade 10 or higher in the 2022-23 school year, with the opportunity to be awarded a high school diploma, pursuant to Education Code Section 51225.32, authorize District schools to extend a graduation exemption from all courses and requirements adopted by the Los Angeles Unified Board of Education (Board) that are additional to the statewide course requirements specified in Education Code Section 51225.3. Eligible individuals are defined as students with an Individualized Education Program (IEP) who are eligible to take the state alternative assessment and required to complete state standards-aligned coursework to meet the statewide course requirements, as noted in their IEP.

#### **Background:**

Pursuant to Education Code Section 51225.31, beginning with students in the Class of 2026, Local Education Agencies (LEAs) are required to provide a graduation exemption to all eligible individuals who entered ninth grade in the 2022-23 school year or later. Education Code section 51225.32 allows LEAs, if authorized by their Governing Board, to provide this exemption to eligible individuals who were enrolled in grade 10 or higher in the 2022-23 school year. If authorized, more students would have access to a high school diploma, thus expanding their career and college opportunities. If approved, schools will receive support with IEP amendments and credit recovery opportunities to support eligible students.

#### **Expected Outcomes:**

Approval of this action will give eligible students greater access to postsecondary college and career opportunities, especially if a high school diploma is required for their chosen career path. Additionally, this action will increase graduation rates at schools, as previously eligible students who would have only received a certificate of completion, and not been counted as graduates on the California dashboard, will now be recognized as a graduate.

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

If the Board approves this action, all currently enrolled eligible students in the Class of 2025 who meet the minimum California Department of Education (CDE) graduation requirements will be able to receive a high school diploma. Additionally, students who earned a certificate of completion and are still eligible for special education may also be eligible to receive a high school diploma.

If the Board does not authorize the eligibility exemption for high school diplomas, the diploma exemption for alternative assessment will only be available to students who entered 9<sup>th</sup> grade in the 2022-2023 (Class of 2026) and later.

**Policy Implications:**

Authorization would alter existing graduation requirements for students with disabilities currently enrolled and eligible for state alternative assessments, who were in grade 10 or higher during the 2022-2023 school year.

Under the new requirements, these students would need to fulfill California's minimum graduation standards, and not local graduation requirements. California requirements include:

- Three year-long courses in English
- Two year-long courses in mathematics
- Two year-long courses in science
- Three year-long courses in social studies
- Two courses in physical education
- One year-long course in either visual or performing arts, world language, or Career and Technical Education

While all courses must meet California State Standards-aligned, they do not need to be A-G approved by the University of California Office of the President (UCOP).

**Budget Impact:**

Not Applicable.

**Student Impact:**

The table below displays the number of current students who may qualify for this exemption and extension, organized by graduating class. Eligibility is contingent upon a transcript audit by a counselor. As such, if the Board authorizes the expanded local graduation requirement exemption, students considered to be part of the Class of 2024, 2023, 2022, 2021 and 2020 may be eligible to be awarded a high school diploma if all requirements are met.

| Graduation "Class of" Year | Currently Enrolled Potential Students |
|----------------------------|---------------------------------------|
| Class of 2025              | 499 Students                          |
| Class of 2024              | 444 Students                          |
| Class of 2023              | 389 Students                          |
| Class of 2022              | 371 Students                          |
| Class of 2021              | 291 Students                          |
| Class of 2020              | 38 Students                           |

**Equity Impact:**

| Component   | Score | Score Rationale                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recognition | 4     | The implementation of the diploma with alternate assessment exemption (EC 51225.31 and 51225.32) makes it possible for students who are eligible for the California Alternate Assessment to earn a diploma. Previously, these students were excluded from earning a diploma and could only earn a certificate of completion. Without a diploma, students historically have been unable to apply for some post-secondary and employment opportunities. |

| Component               | Score     | Score Rationale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Resource Prioritization | 4         | Courses and support to achieve a diploma are organized to ensure students in the eligible population are able to earn their diploma. Division of Special Education: Developed course descriptions and materials for use to support high schools and career and transition centers (CTCs) in planning for students to earn a diploma. Teachers: Course descriptions and materials are available through the current curriculum vendor, Unique Learning System. Counseling team: Review of eligible students' transcripts and provide schools with guidance on student programming to meet the CDE minimum graduation requirements. |
| Results                 | 4         | An increased number of students will be eligible to earn a high school diploma and have the ability to continue to participate in district programs due to continued special education eligibility. Students will have more opportunities to access post-secondary education and career options similar to their peers. Students who earn a diploma through this exemption will count as graduates in the CA State Dashboard.                                                                                                                                                                                                     |
| <b>TOTAL</b>            | <b>12</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Issues and Analysis:**

Though the proposed action is not mandatory, approval may present greater equity and access for all students to earn a high school diploma. Additionally, eligible students in the Class of 2024 who successfully complete graduation requirements may increase the adjusted five-year cohort graduation rate in December 2025. If approved, schools will receive immediate guidance for implementation through Inter-Office Correspondence, frequently asked questions and answers, training on transcript analysis and identification of credit recovery opportunities for eligible students, and IEP guidance.

**Attachments:**

None

**Informatives:**

None

**Submitted:**

10/11/24



**RESPECTFULLY SUBMITTED,****APPROVED & PRESENTED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
KARLA V. ESTRADA  
Deputy Superintendent of Instruction  
Insert Division/Office**REVIEWED BY:****APPROVED & PRESENTED BY:**  
DEVORA NAVERA REED  
General Counsel  
FRANCES BAEZ  
Chief Academic Officer  
Division of Instruction☒ Approved as to form.**REVIEWED BY:****APPROVED & PRESENTED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance  
ANTHONY AGUILAR  
Chief of SpEd & Specialized Programs  
Division of SpEd & Specialized Programs☒ Approved as to budget impact statement.

# TAB 15



## Board of Education Report

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File #: Rep-043-24/25, Version: 1

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### **Approval of the Renewal Petition for New West Charter [PUBLIC HEARING]**

**October 22, 2024**

#### **Charter Schools Division**

#### **Action Proposed:**

Approve the renewal petition for New West Charter (“Charter School”) located in Board District 4 and Region West, for six (6) years, beginning July 1, 2025 until June 30, 2031, to serve 1,150 students in grades 6-12 in year one, and up to 1,150 students in grades 6-12 by the end of the charter term. The recommendation for approval is based on the information set forth in the attached Staff Assessment and Recommendation Report.

Although New West Charter’s renewal petition contains the provisions identified in the LAUSD Board adopted LAUSD Federal, State, and District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions (“FSDRL”), New West Charter’s renewal petition may contain provisions that are inconsistent with the FSDRL.

New West Charter is only required to update its charter to include a reasonably comprehensive description (including FSDRL) of any new requirements enacted into law after the charter was originally granted or last renewed as necessary to reflect the current program offered by the charter school. (Ed. Code, § 47607(c)(2)(F).)

New West Charter’s renewal petition expressly acknowledges that, to the extent any inconsistency may exist between any provision contained within the body of the Charter and the FSDRL contained in the addendum, the provisions of the FSDRL addendum shall control. Additionally, the renewal petition provides its governing board, “may initiate and carry on any program or activity or may other act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.” Accordingly, other than the applicable updates made to New West Charter’s renewal petition pursuant to Education Code section 47607(c)(2)(F), New West Charter’s renewal petition may not be inconsistent with the law and the provisions of the FSDRL. Moreover, New West Charter’s renewal petition qualifies in various sections that, “This section will be followed in the event that LAUSD does not approve the charter.” Conversely, the provisions of the FSDRL shall control in the event the LAUSD Board approves the renewal petition. The District will execute its oversight functions in accordance with applicable legal, District and charter requirements, including the FSDRL.

#### **Background:**

New West Charter is a 6-12 school currently serving 998 students on private facilities in West Los Angeles at 1905 Armacost Ave., Los Angeles, CA 90026 and 11625 Pico Blvd., Los Angeles, CA 90064 in Board District 4 and Region West. New West Charter was originally approved by the California State Board of Education on December 5, 2001, after denial by the LAUSD Board of Education, to serve students in grades 6-8 for a three-year term with subsequent term extensions through 2007-2008. After subsequent denials by the LAUSD Board of Education, the California State Board of Education renewed New West Charter’s charter in 2007 and 2012,

and in 2017 with technical amendments to revise the petition (e.g., the *Home - School Agreement*, admission preferences, and description of the independent study program). The grade span of New West Charter's charter was extended by the State Board of Education in 2011 to serve students in grades 9-12. On May 11, 2017, New West Charter's charter was renewed on appeal by the California State Board of Education for a five-year term to serve 1,225 students in grades 6-12.

Pursuant to Education Code section 47607.4, 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, and all charter schools whose terms expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for New West Charter expires June 30, 2025.

Pursuant to Education Code section 47605.9, New West Charter may continue to operate under the California State Board of Education's authority only until the date on which the charter is up for renewal, at which point New West Charter must submit a petition for renewal to the governing board of the school district within the boundaries of which the charter school is located (i.e., LAUSD Board).

Pursuant to applicable law, charter schools classified as high performing may be renewed for a term of five (5), six (6), or seven (7) years. (Ed. Code, § 47607.) To help determine the recommended term length in these cases, staff considers various factors related to the charter school's operation and performance during the term of the charter, consistent with Education Code section 47607 and as noted in the LAUSD Policy and Procedures for Charter Schools. As staff considered New West Charter's renewal petition and record, also informed by a review of materials from the California Department of Education (CDE), staff recommends a term length of six (6) years. Moreover, should the LAUSD Board of Education approve the renewal of Charter School, LAUSD Board of Education would become the chartering authorizer and conduct oversight pursuant to applicable law and District policy and procedures.

On July 25, 2024, New West Charter submitted its charter renewal petition application to the Charter Schools Division seeking to continue operations of its independent charter school. The 90-day statutory timeline for Board action on this petition runs through October 23, 2024.

An initial Public Hearing was held on September 10, 2024.

Based on a comprehensive review and assessment of Charter School's renewal petition application and its record of performance, staff has determined that Charter School has met the requirements for renewal and therefore recommends approval of the renewal petition.

#### Due Diligence:

Current New West Charter governing board members completed questionnaires so the District may assess whether any conflicts of interest arise based on the information provided by the governing board members. A due diligence review of the charter school and its governing organization, school leader, and on-site financial manager, was performed by the Office of the Inspector General.

The renewal petition is available for perusal in the Charter Schools Division and online at the District's Board of Education website at <http://laschoolboard.org/charterpetitions>.



**Statutory Framework and Criteria for Renewal:**

A charter school must demonstrate that it is eligible for a renewal of its charter by meeting specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1: The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether the charter school is likely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions. (The Board may not consider the community impact analysis or District fiscal analysis in determining whether to grant or deny a renewal petition).

Criterion 2: The Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the following categories - "high," "middle," or "low." The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance.

Criterion 3: Notwithstanding Criterion 1 and 2, the Board must also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607 (e).) Additionally, the Board considers whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (Ed. Code, § 47607(e).)

**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 renewal charter petition, Charter School would be authorized to continue operations as a charter school for the charter term beginning July 1, 2025.

"No" - Pursuant to Education Code section 47605.9, if the Board denies the renewal petition, the charter school may submit the petition for renewal directly to the California State Board of Education, which shall review the petition in accordance with Education Code section 47605(k)(1)(B). If the California State Board of Education grants renewal pursuant to Education Code section 47607, the California State Board of Education shall designate, in consultation with the petitioner, either the LAUSD Board or Los Angeles County Board of

Education as the chartering authority.

**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 chartering authority that grants a charter to a charter school to be operated as or by a nonprofit public benefit corporation is not liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school, if the chartering authority has complied with all oversight responsibilities required by law including, but not limited to, those required by Education Code section 47604.32 and Education Code section 47605(m). As the chartering authority, the District will continue to monitor and evaluate the charter school's fiscal condition and operations, and management of public funds, including review of all legally required fiscal reports, and the annual update of the charter school's LCAP. (Ed. Code, §§ 47604.32, 47604.33, 47606.5). Any significant modifications to the charter school's charter or operations that raise financial implications would require a material revision prior to implementation. Charter schools are expected to secure and maintain all insurance coverage consistent with applicable legal, District and charter requirements.

Charter School has chosen to remain with a non-LAUSD Special Education Local Planning Area (SELPA) of which it is currently a participating member. Should Charter School subsequently elect to be part of the LAUSD SELPA, any Option election that occurs during Charter School's charter term shall be mutually agreed upon and addressed in a Memorandum of Understanding (MOU) between the Charter School and the District. The Option election shall be effective on July 1 of the next school year with the corresponding fair share contribution.

**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 renewal petition application, staff has determined that Charter School has met the requirements for charter school approval.

**Equity Impact:**

Not applicable

**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 to the extent consistent with the Charter Schools Act and the LAUSD Policy and Procedures for Charter Schools.

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File #: Rep-043-24/25, Version: 1

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**Attachments:**

Attachment A - Staff Assessment and Recommendation Report

Attachment B - New West Charter - Data Set

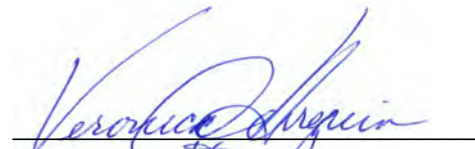
Attachment C - Desegregation Impact Statement

**Informatives:**

Not applicable

**Submitted:**

09/24/24

**RESPECTFULLY SUBMITTED,**  
ALBERTO M. CARVALHO  
Superintendent**APPROVED & PRESENTED BY:**  
VERONICA ARREGUIN  
Chief Strategy Officer  
Office of the Chief Strategy Officer**REVIEWED BY:**  
DEVORA NAVERA REED  
General Counsel☒ Approved as to form.**APPROVED & PRESENTED BY:**  
JOSÉ COLE-GUTIÉRREZ  
Director  
Charter Schools Division**REVIEWED BY:**  
NOLBERTO DELGADILLO  
Deputy Chief Business Officer, Finance☒ Approved as to budget impact statement.



## ATTACHMENT A

# STAFF ASSESSMENT AND RECOMMENDATION REPORT

## RENEWAL PETITION

Board of Education Report 043-24/25

October 22, 2024

|                                                                     |                                                                                                      |                                         |                                                                |                                                                               |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------|
| School Name:                                                        | <b>New West Charter</b><br>(Currently Authorized by the State Board of Education)                    |                                         |                                                                | <b>BOARD IS<br/>REQUIRED TO<br/>TAKE ACTION BY:<br/><br/>October 23, 2024</b> |
| Type of Charter School:                                             | <b>Start-Up Independent Charter School</b>                                                           |                                         |                                                                |                                                                               |
| Charter Operator                                                    | <b>New West Charter School</b>                                                                       |                                         |                                                                |                                                                               |
| Location Code:                                                      | <b>Not Applicable</b>                                                                                |                                         |                                                                |                                                                               |
| Type of Site(s):                                                    | <b>Private</b>                                                                                       |                                         |                                                                |                                                                               |
| Site Address(es):                                                   | <b>(1) 1905 Armacost Ave., Los Angeles, CA 90026<br/>(2) 11625 Pico Blvd., Los Angeles, CA 90064</b> |                                         |                                                                |                                                                               |
| Board District(s):                                                  | <b>4</b>                                                                                             | Region(s):                              | <b>West</b>                                                    |                                                                               |
| Grade Levels Served:                                                | <b>6-12</b>                                                                                          | Current Enrollment:                     | <b>998</b>                                                     |                                                                               |
| Grade Levels Authorized in Current Charter:                         | <b>6-12</b>                                                                                          | Approved Enrollment in Current Charter: | <b>1,225 (See proposed change in “Action Proposed” below.)</b> |                                                                               |
| <b>CONSIDERATION:</b>                                               | <b>Renewal</b>                                                                                       |                                         |                                                                |                                                                               |
| <b>CDE PERFORMANCE CATEGORY:</b><br>(PER CDE’S 2024 CLASSIFICATION) | <b>High Performing</b>                                                                               |                                         |                                                                |                                                                               |
| <b>STAFF RECOMMENDATION:</b>                                        | <b>Approval for a six (6) year term (2025-2031)</b>                                                  |                                         |                                                                |                                                                               |
| <b>PROPOSED BENCHMARKS:</b>                                         | <b>None</b>                                                                                          |                                         |                                                                |                                                                               |

## STAFF ASSESSMENT

### I. ACTION PROPOSED

Staff recommends approval of the renewal petition for New West Charter (“Charter School”), located in Board District 4 and Region West, for a term of six (6) years, beginning July 1, 2025, until June 30, 2031 to serve up to 1,150 students in grades 6-12 in each year of the charter term. The enrollment capacity of 1,150 is the number represented in the renewal petition and reflects a decrease of 75 students.

Although New West Charter’s renewal petition contains the provisions identified in the LAUSD Board adopted *LAUSD Federal, State, and District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions* (“FSDRL”), New West Charter’s renewal petition may contain provisions that are inconsistent with the FSDRL.

New West Charter is only required to update its charter to include a reasonably comprehensive description (including FSDRL) of any new requirements enacted into law after the charter was originally granted or last renewed as necessary to reflect the current program offered by the charter school. (Ed. Code, § 47607(c)(2)(F).)

New West Charter’s renewal petition expressly acknowledges that, to the extent any inconsistency may exist between any provision contained within the body of the Charter and the FSDRL contained in the addendum, the provisions of the FSDRL addendum shall control. Additionally, the renewal petition provides its governing board, “may initiate and carry on any program or activity or may other act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.” Accordingly, other than the applicable updates made to New West Charter’s renewal petition pursuant to Education Code section 47607(c)(2)(F), New West Charter’s renewal petition may not be inconsistent with the law and the provisions of the FSDRL. Moreover, New West Charter’s renewal petition qualifies in various sections that, “This section will be followed in the event that LAUSD does not approve the charter.” Conversely, the provisions of the FSDRL shall control in the event the LAUSD Board approves the renewal petition. The District will execute its oversight functions in accordance with applicable legal, District and charter requirements, including the FSDRL.

Pursuant to Education Code section 47605.9, Charter School may continue to operate under the California State Board of Education’s (SBE) authority only until the date on which the charter is up for renewal, at which point New West Charter must submit a petition for renewal to the governing board of the school district within the boundaries of which the charter school is located (i.e., LAUSD Board).

Pursuant to applicable law, charter schools classified as high performing may be renewed for a term of five (5), six (6), or seven (7) years. (Ed. Code, § 47607.) To help determine the recommended term length in these cases, staff considers various factors related to the charter school’s operation and performance during the term of the charter, consistent with Education Code section 47607 and as noted in the *LAUSD Policy and Procedures for Charter Schools*. As staff considered New West Charter’s renewal petition and record, also informed by a review of materials from the California Department of Education (CDE), staff recommends a term length of six (6) years. Moreover, should the LAUSD Board of Education approve the renewal of Charter School, LAUSD Board of Education would become the authorizer and conduct oversight pursuant to applicable law and District policy and procedures.

## II. RENEWAL REQUIREMENTS

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the school has met the requirements for renewal set forth in Education Code sections 47605, 47607, 47607.2, and 47611.5.

### **Criteria for Charter School Renewal and Grounds for Nonrenewal**

As part of staff’s holistic review of the renewal petition application, the charter school must be determined to be eligible for renewal of its charter under the specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

- **Criterion 1:** Does the renewal petition 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? (Ed. Code, § 47607(b).)

**These criteria have been determined not to be bases for denial.**

- **Criterion 2:** Is the charter school “high,” “middle,” or “low” performing? (see Ed. Code, §§ 47607(c), 47607.2(a), and 47607.2(b).) Has the charter school attained measurable increases in academic achievement schoolwide and for numerically significant numerically significant student groups served by the charter school, and does the charter school have strong postsecondary outcomes, if applicable?

**These criteria have been determined not to be bases for denial.**

- **Criterion 3:** Is the charter school serving all pupils who wish to attend, or does the charter school have substantial fiscal or governance issues? (Ed. Code, § 47607(e).)

**These criteria have been determined not to be bases for denial.**

### **Charter Petition Requirement:**

In accordance with Education Code section 47611.5, a charter school charter shall contain a declaration regarding whether or not the charter school shall be deemed the exclusive public school employer of the employees at the charter school for the purposes of Section 3540.1 of the Government Code, and that declaration shall not be materially inconsistent with the charter.

- 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?

**This requirement has been determined not to be a basis for denial.**

## **III. GENERAL SCHOOL INFORMATION**

### **A. School History**

|                                                        | <b>New West Charter</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Initial Authorization:</b>                          | On December 5, 2001, New West Charter was authorized by the California State Board of Education on appeal to serve students in grades 6-8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Most Recent Renewal</b>                             | The charter was renewed by the California State Board of Education on appeal on May 11, 2017, for a five-year term (July 1, 2017- June 30, 2022) to serve up to 1,225 students in grades 6-12.<br>Pursuant to Education Code section 47607.4, 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, and all charter schools whose terms expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for New West Charter expires June 30, 2025. |
| <b>Approved Material Revisions of Current Charter:</b> | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Board Benchmarks in Current Charter Term:</b>       | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Submission of Renewal Petition Application:</b>     | New West Charter submitted its renewal petition application on July 25, 2024. The 90-day statutory timeline for Board action on the petition runs through October 23, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                                        | New West Charter                                                                                    |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Concurrent Request for Material Revision:</b>                       | New West Charter did not submit a request for a material revision to its charter.                   |
| <b>Master Plan for English Learners and Standard English Learners:</b> | New West Charter implements its own Master Plan for English Learners and Standard English Learners. |
| <b>Special Education SELPA</b>                                         | New West Charter participates in El Dorado Special Education Local Plan Area (SELPA).               |

#### B. Charter School Operator

New West Charter is operated by New West Charter School, a California nonprofit public benefit corporation.

### IV. STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE

#### a. Summary

New West Charter has been identified by the state as a High performing charter school. The recommendation for renewal has considered the schoolwide performance and performance of numerically significant student groups, and the state and local indicators. (Ed. Code, § 47607(c).) The charter school has attained measurable increases in academic achievement schoolwide and for numerically significant student groups. Please see the attached New West Charter Data Set.

#### b. Measurements of Academic Performance on the California School Dashboard

Due to the COVID-19 pandemic, the 2022 Dashboard only displays the most current year of data (also known as Status). Performance levels are 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). Below, the 2023 Dashboard Performance Levels (colors) based on two years' data are provided.

**New West Charter (SBE) Dashboard Indicators**

| School Year | ELA  | Math   | English Learner Progress | College/Career | Chronic Absenteeism | Graduation Rate | Suspension Rate |
|-------------|------|--------|--------------------------|----------------|---------------------|-----------------|-----------------|
| 2021-2022   | High | Medium | High                     | N/A            | Very Low            | High            | Very Low        |
| 2022-2023   | Blue | Green  | No Performance Color     | High           | Orange              | Orange          | Blue            |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

Note: N/A indicates Not Available

#### c. English Language Arts Academic Indicator

In 2022 in English Language Arts (ELA), the charter school's Distance from Standard (DFS) was higher than the state for All Students and higher than the state for six of the seven numerically significant student groups. In 2023 in ELA, the charter school's DFS was higher than the state for All Students and higher than the state for all seven numerically significant student groups.



### New West Charter - English Language Arts Indicator - 2021-2022

| Student Group                   | Charter Participation Rate | Charter Level | Charter ELA (DFS) | State Level | State ELA (DFS) | Charter to State Comparison (DFS) |
|---------------------------------|----------------------------|---------------|-------------------|-------------|-----------------|-----------------------------------|
| All Students                    | Met                        | High          | 34.4              | Low         | -12.2           | Higher                            |
| Asian                           | Met                        | Very High     | 82.3              | Very High   | 63.0            | Higher                            |
| Latino                          | Met                        | Medium        | 3.3               | Low         | -38.6           | Higher                            |
| Two or More Races               | Met                        | Very High     | 62.1              | High        | 25.1            | Higher                            |
| White                           | Met                        | High          | 39.2              | High        | 21.9            | Higher                            |
| English Learner                 | Met                        | Very Low      | -72.0             | Low         | -61.2           | Lower                             |
| Socioeconomically Disadvantaged | Met                        | Low           | -7.5              | Low         | -41.4           | Higher                            |
| Students with Disabilities      | Met                        | Low           | -60.8             | Very Low    | -97.3           | Higher                            |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

### New West Charter - English Language Arts Indicator - 2022-2023

| Student Group                   | Charter Participation Rate | Charter Color | Charter ELA (DFS) | Charter Change | State Color | State ELA (DFS) | Charter to State Comparison (DFS) |
|---------------------------------|----------------------------|---------------|-------------------|----------------|-------------|-----------------|-----------------------------------|
| All Students                    | Met                        | Blue          | 48.3              | 13.9           | Orange      | -13.6           | Higher                            |
| Asian                           | Met                        | Green         | 71.3              | -11.0          | Blue        | 61.8            | Higher                            |
| Latino                          | Met                        | Green         | 14.9              | 11.6           | Orange      | -40.2           | Higher                            |
| Two or More Races               | Met                        | Blue          | 86.6              | 24.6           | Green       | 24.3            | Higher                            |
| White                           | Met                        | Blue          | 57.0              | 17.8           | Green       | 20.8            | Higher                            |
| English Learner                 | Met                        | Yellow        | -58.0             | 13.9           | Orange      | -67.7           | Higher                            |
| Socioeconomically Disadvantaged | Met                        | Green         | 0.0               | 7.5            | Orange      | -42.6           | Higher                            |
| Students with Disabilities      | Met                        | Yellow        | -30.7             | 30.1           | Red         | -96.3           | Higher                            |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

#### d. Math Academic Indicator

In 2022 in Math, the charter school's DFS was higher than the state for All Students and higher than the state for five of seven numerically significant student groups. In 2023 in Math, the charter school's DFS was higher than the state for All Students and higher than the state for five of seven numerically significant student groups.

### New West Charter - Math Indicator - 2021-2022

| Student Group                   | Charter Participation Rate | Charter Level | Charter Math (DFS) | State Level | State Math (DFS) | Charter to State Comparison (DFS) |
|---------------------------------|----------------------------|---------------|--------------------|-------------|------------------|-----------------------------------|
| All Students                    | Met                        | Medium        | -14.8              | Low         | -51.7            | Higher                            |
| Asian                           | Met                        | Very High     | 48.9               | Very High   | 48.4             | Higher                            |
| Latino                          | Met                        | Low           | -65.2              | Low         | -83.4            | Higher                            |
| Two or More Races               | Met                        | High          | 6.1                | Medium      | -9.9             | Higher                            |
| White                           | Met                        | Medium        | -1.1               | Medium      | -13.4            | Higher                            |
| English Learner                 | Met                        | Very Low      | -119.4             | Low         | -92.0            | Lower                             |
| Socioeconomically Disadvantaged | Met                        | Low           | -84.4              | Low         | -84.0            | Lower                             |
| Students with Disabilities      | Met                        | Very Low      | -105.4             | Very Low    | -130.8           | Higher                            |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

### New West Charter - Math Indicator - 2022-2023

| Student Group                   | Charter Participation Rate | Charter Color | Charter Math (DFS) | Charter Change | State Color | State Math (DFS) | Charter to State Comparison (DFS) |
|---------------------------------|----------------------------|---------------|--------------------|----------------|-------------|------------------|-----------------------------------|
| All Students                    | Met                        | Green         | -8.8               | 6.0            | Orange      | -49.1            | Higher                            |
| Asian                           | Met                        | Blue          | 50.0               | 1.1            | Blue        | 50.8             | Lower                             |
| Latino                          | Met                        | Yellow        | -52.0              | 13.2           | Orange      | -80.8            | Higher                            |
| Two or More Races               | Met                        | Blue          | 30.6               | 24.5           | Yellow      | -7.4             | Higher                            |
| White                           | Met                        | Yellow        | -1.2               | -0.1           | Yellow      | -11.1            | Higher                            |
| English Learner                 | Met                        | Orange        | -115.0             | 4.3            | Orange      | -93.4            | Lower                             |
| Socioeconomically Disadvantaged | Met                        | Yellow        | -71.9              | 12.5           | Yellow      | -80.8            | Higher                            |
| Students with Disabilities      | Met                        | Yellow        | -90.5              | 14.9           | Orange      | -127.3           | Higher                            |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

e. English Learner Progress Academic Indicator

In 2022 on the English Learner Progress Indicator (ELPI), the charter school's performance level (High) was higher than the state's performance level of Medium. The charter school's English Learner Progress Rate was higher than the state's rate. In 2023 on the ELPI, there was no performance level color due to the number of English Learners being less than 30 students. The state's color was Yellow. The charter school's English Learner Progress Rate was lower than the state's rate.

### New West Charter - English Learner Progress Indicator - 2021-2022

| Student Group   | Charter ELPAC Participation Rate | Charter Level | Charter EL Progress Rate | State Level | State EL Progress Rate | Charter to State Comparison |
|-----------------|----------------------------------|---------------|--------------------------|-------------|------------------------|-----------------------------|
| English Learner | Met                              | High          | 59.4%                    | Medium      | 50.3%                  | Higher                      |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

### New West Charter - English Learner Progress Indicator - 2022-2023

| Student Group   | Charter ELPAC Participation Rate | Charter Color        | Charter EL Progress Rate | Charter Change | State Color | State EL Progress Rate | Charter to State Comparison |
|-----------------|----------------------------------|----------------------|--------------------------|----------------|-------------|------------------------|-----------------------------|
| English Learner | Not Met                          | No Performance Color | 44.0%                    | -15.4%         | Yellow      | 48.7%                  | Lower                       |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

f. College/Career Academic Indicator

The College/Career Academic Indicator was not reported on the 2022 Dashboard. In 2023, the charter school's performance level (High) for All Students was higher than the state's performance level of Medium and higher than the state for all three numerically significant student groups.

### New West Charter - College/Career Indicator - 2022-2023

| Student Group                   | Charter Level | Charter Prepared | State Level | State Prepared | Charter to State Comparison |
|---------------------------------|---------------|------------------|-------------|----------------|-----------------------------|
| All Students                    | High          | 56.1%            | Medium      | 43.9%          | Higher                      |
| Latino                          | Medium        | 47.8%            | Medium      | 35.5%          | Higher                      |
| White                           | High          | 56.9%            | Medium      | 53.2%          | Higher                      |
| Socioeconomically Disadvantaged | Medium        | 48.5%            | Medium      | 35.4%          | Higher                      |

Data Sources: CA School Dashboard Research Files (<https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3>)

g. Chronic Absenteeism Indicator

In 2022 on the Chronic Absenteeism Indicator, the charter schools rate of chronic absenteeism was lower than the state for All Students and all six of the numerically significant student groups. In 2023 on the Chronic Absenteeism Indicator, the charter schools rate of chronic absenteeism was lower than the state for All Students and all six of the numerically significant student groups.

h. Graduation Indicator [HS only]

In 2022, the charter school's percentage of graduated students was higher than the state for All Students and higher than the state for two of three numerically significant student groups. In 2023, the charter school's percentage of graduated students was lower than the state for All Students and for all student groups.

i. Suspension Rate Indicator

In 2022 and 2023, the charter school's percentage of students suspended at least once was lower than the state for All Students and for all numerically significant student groups.

j. Dashboard Local Indicators

Staff also considered the Local Indicators (e.g., Basic: Teachers, Instructional Materials, Facilities; Implementation of Academic Standards; Parent and Family Engagement; Local Climate Survey; Access to a Broad Course of Study) which have all been reported as "Met."

k. Reclassification Rates

As of the writing of this report, reclassification data for 2021-2022 and 2022-2023 have not been published by the state.

l. Additional Information

Not applicable

## V. ANNUAL PERFORMANCE-BASED OVERSIGHT RESULTS

In accordance with Education Code section 47604.32, the District's Charter Schools Division (CSD) conducts at least one school site visit each year where the CSD evaluates charter school performance in the following four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Charter schools are rated in each category based on information and evidence gathered at the time of the annual performance-based oversight visit following a four-point rubric: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*.

New West Charter has been overseen by the SBE, as its chartering authorizer, since the inception of New West Charter in 2001. CSD team has reviewed documents from and has met with CDE staff. CDE staff shared they do not have concerns with the operations and governance of New West based on their oversight review and monitoring. Based on the "Charter School Monitoring Instrument" (rev. December 2021), the CDE annual oversight includes review of the following five criteria: Criterion 1: Fidelity to Charter Petition and Memorandum of Understanding; Criterion 2: Educational Performance; Criterion 3: Governance and Organizational Leadership; Criterion 4: Fiscal Operations and Internal Controls; and Criterion 5: School Operations. In the most recent annual oversight documentation, the CDE Charter Schools Division's "Summary of Annual Site Visit for New West Charter Conducted on October 24–25, 2023," indicated that New West Charter was "in compliance with its charter and the Memorandum of Understanding between the California State Board of Education and NWC."



## VI. FISCAL MANAGEMENT AND PERFORMANCE

### a. Fiscal Condition

New West Charter's fiscal condition is positive and has been upward trending since the 2019-2020 fiscal year.

|                             | 2019-2020<br>(Audited<br>Actuals) | 2020-2021<br>(Audited<br>Actuals) | 2021-2022<br>(Audited<br>Actuals) | 2022-2023<br>(Audited<br>Actuals) | 2023-2024<br>(Second<br>Interim) |
|-----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| Net Assets                  | \$5,891,052                       | \$8,714,025                       | \$9,579,178                       | \$10,326,188                      | \$10,671,088                     |
| Net<br>Income/Loss          | \$601,710                         | \$2,822,973                       | \$865,153                         | \$747,010                         | \$344,900                        |
| Transfers<br>In/Out         | \$0                               | \$0                               | \$0                               | \$0                               | \$0                              |
| Prior Year<br>Adjustment(s) | \$0                               | \$0                               | \$0                               | \$0                               | \$0                              |

### b. 2022-2023 Independent Audit Report

Audit Opinion: Unmodified/Unqualified

Material Weaknesses: None Reported

Deficiencies/Findings: None Reported

Lack of a Going Concern: None Reported

### c. Other Significant Fiscal Information

New West Charter is currently authorized and overseen by the SBE. District staff has communicated with and reviewed documents from staff at the CDE.

New West Charter achieved ratings of *Good* in the assessment of its fiscal condition for Fiscal Years 2022-2023 and 2023-2024 by its current authorizer. The SBE has delegated the responsibility of oversight monitoring of the SBE-authorized charter schools to the CDE. The CDE reviews all financial reports, budgetary updates, and pertinent budget assumptions provided by each SBE-authorized charter school in its overall assessment of a charter school's current and projected financial condition, fiscal sustainability, and appropriateness of fiscal management practices. Each charter school's financial condition is categorized as Good, Fair, or Poor.<sup>1</sup>

- i. Charter schools categorized by the CDE as being in *Good* fiscal condition have demonstrated an ability to operate with a balanced budget; maintain stable student enrollment and attendance ratios; properly manage cash liquidity; maintain low debt levels; maintain positive fund balances; and meet the recommended cash reserve levels specified in the memoranda of understanding (MOU) between the SBE and each of the SBE-authorized charter schools that it oversees.
- ii. Charter schools in *Fair* financial condition show some signs of fiscal distress and need to take appropriate action to address declines in their fiscal condition. Specifically, a charter school in *Fair* fiscal condition may have out of balance budgets whereby the school's expenditures exceed its income (deficit spending); declining student enrollment or

<sup>1</sup> <https://www.cde.ca.gov/be/pn/im/documents/oct23memocsd02.docx>

attendance ratios; insufficient cash liquidity; high debt levels; declining or low fund balances; or cash reserve levels that are below the levels required in the school's MOU.

- iii. Charter schools in *Poor* financial condition are in danger of jeopardizing its fiscal operations going forward. Timely and appropriate action by the charter school's board is critical in addressing and mitigating the charter school's serious decline in financial condition. Specifically, a charter school in poor financial condition has a negative fund balance and no reserves. The school does not have an adequate cash level and has a high debt level.

# New West Charter School

## Academic Performance - English Language Arts

This report shows the performance levels for a single state indicator, English Language Arts, for all student groups. It also shows how the current year (status, DFS) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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/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                       | 2022 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 | 2023 Number of Students with Scores | School 2023 Performance Level (color) | School 2023 Average DFS | School 2023 Change | School 2023 Change Level | State 2023 Performance Level (color) | State 2023 Average DFS | State 2023 Change | State 2023 Change Level | School to State DFS Comparison |
| W                                                                                | 4  | SBE           | New West Charter School | All Students                        | 574                                 | 34.4                    | High                     | -12.2                  | Low                     | Higher                         | 560                                 | Blue                                  | 48.3                    | 13.9               | Increased                | Orange                               | -13.6                  | -1.4              | Maintained              | Higher                         |
|                                                                                  |    |               |                         | American Indian or Alaska Native    | 1                                   | --                      | No Performance Level     | -49.3                  | Low                     | --                             | 2                                   | No Color                              | --                      | --                 | --                       | Orange                               | -47.9                  | 2.0               | Maintained              | --                             |
|                                                                                  |    |               |                         | Asian                               | 47                                  | 82.3                    | Very High                | 63.0                   | Very High               | Higher                         | 46                                  | Green                                 | 71.3                    | -11                | Declined                 | Blue                                 | 61.8                   | -1.2              | Maintained              | Higher                         |
|                                                                                  |    |               |                         | Black or African American           | 23                                  | -45.4                   | No Performance Level     | -57.7                  | Low                     | --                             | 21                                  | No Color                              | -15.3                   | 30.1               | Increased                | Orange                               | -59.6                  | -2.0              | Maintained              | --                             |
|                                                                                  |    |               |                         | English Learner                     | 31                                  | -72.0                   | Very Low                 | -61.2                  | Low                     | Lower                          | 34                                  | Yellow                                | -58.0                   | 13.9               | Increased                | Orange                               | -67.7                  | -6.5              | Declined                | Higher                         |
|                                                                                  |    |               |                         | Filipino                            | 6                                   | --                      | No Performance Level     | 42.9                   | High                    | --                             | 8                                   | No Color                              | --                      | --                 | --                       | Green                                | 44.0                   | 1.1               | Maintained              | --                             |
|                                                                                  |    |               |                         | Foster Youth                        | 0                                   | --                      | --                       | -85.6                  | Very Low                | --                             | 0                                   | --                                    | --                      | --                 | --                       | Red                                  | -89.2                  | -2.5              | Maintained              | --                             |
|                                                                                  |    |               |                         | Homeless Youth                      | 0                                   | --                      | --                       | -62.9                  | Low                     | --                             | 0                                   | --                                    | --                      | --                 | --                       | Orange                               | -67.9                  | -5.0              | Declined                | --                             |
|                                                                                  |    |               |                         | Latino                              | 124                                 | 3.3                     | Medium                   | -38.6                  | Low                     | Higher                         | 121                                 | Green                                 | 14.9                    | 11.6               | Increased                | Orange                               | -40.2                  | -1.7              | Maintained              | Higher                         |
|                                                                                  |    |               |                         | Native Hawaiian or Pacific Islander | 1                                   | --                      | No Performance Level     | -29.1                  | Low                     | --                             | 0                                   | --                                    | --                      | --                 | --                       | Orange                               | -32.5                  | -3.4              | Declined                | --                             |
|                                                                                  |    |               |                         | Socioeconomically Disadvantaged     | 107                                 | -7.5                    | Low                      | -41.4                  | Low                     | Higher                         | 87                                  | Green                                 | 0.0                     | 7.5                | Increased                | Orange                               | -42.6                  | -1.2              | Maintained              | Higher                         |
|                                                                                  |    |               |                         | Students with Disabilities          | 72                                  | -60.8                   | Low                      | -97.3                  | Very Low                | Higher                         | 76                                  | Yellow                                | -30.7                   | 30.1               | Increased                | Red                                  | -96.3                  | 1.8               | Maintained              | Higher                         |
|                                                                                  |    |               |                         | Two or More Races                   | 55                                  | 62.1                    | Very High                | 25.1                   | High                    | Higher                         | 48                                  | Blue                                  | 86.6                    | 24.6               | Increased                | Green                                | 24.3                   | -0.8              | Maintained              | Higher                         |
|                                                                                  |    |               |                         | White                               | 314                                 | 39.2                    | High                     | 21.9                   | High                    | Higher                         | 308                                 | Blue                                  | 57                      | 17.8               | Increased                | Green                                | 20.8                   | -1.2              | Maintained              | Higher                         |

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, California assigns 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).

| ELA Participation Rate By Student Group |     |                                  |       |                           |                 |          |              |                |        |                                     |                                 |                            |                   |       |
|-----------------------------------------|-----|----------------------------------|-------|---------------------------|-----------------|----------|--------------|----------------|--------|-------------------------------------|---------------------------------|----------------------------|-------------------|-------|
|                                         | ALL | American Indian or Alaska Native | Asian | Black or African American | English Learner | Filipino | Foster Youth | Homeless Youth | Latino | Native Hawaiian or Pacific Islander | Socioeconomically Disadvantaged | Students with Disabilities | Two or More Races | White |
| Percent of students tested in 2022 **   | 99% | 100%                             | 100%  | 100%                      | 100%            | 100%     | --           | --             | 100%   | 100%                                | 100%                            | 99%                        | 98%               | 99%   |
| Participation Rate Met 2022 *           | Yes | Yes                              | Yes   | Yes                       | Yes             | Yes      | --           | --             | Yes    | Yes                                 | Yes                             | Yes                        | Yes               | Yes   |
| Percent of students tested in 2023      | 98% | 100%                             | 98%   | 100%                      | 100%            | 100%     | --           | --             | 97%    | --                                  | 99%                             | 99%                        | --                | 99%   |
| Participation Rate Met 2023             | Yes | 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.

Data Sources: California School Dashboard Research data files 2023

# New West Charter School

## Academic Performance - Math

This report shows the performance levels for a single state indicator, Mathematics, for all student groups. It also shows how the current year (status, DFS) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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/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                       | School 2022 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 | School 2023 Number of Students with Scores | School 2023 Performance Level (color) | School 2023 Average DFS | School 2023 Change | School 2023 Change Level | State 2023 Performance Level (color) | State 2023 Average DFS | State 2023 Change | State 2023 Change Level | School to State DFS Comparison |
| W                                                                                 | 4  | SBE           | New West Charter School | All Students                        | 575                                        | -14.8                   | Medium                   | -51.7                  | Low                     | Higher                         | 559                                        | Green                                 | -8.8                    | 6.0                | Increased                | Orange                               | -49.1                  | 2.6               | Maintained              | Higher                         |
|                                                                                   |    |               |                         | American Indian or Alaska Native    | 1                                          | --                      | No Performance Level     | -90.4                  | Low                     | --                             | 2                                          | No Color                              | --                      | --                 | No Change Level          | Yellow                               | -87.3                  | 4.6               | Increased               | --                             |
|                                                                                   |    |               |                         | Asian                               | 47                                         | 48.9                    | Very High                | 48.4                   | Very High               | Higher                         | 46                                         | Blue                                  | 50.0                    | 1.1                | Maintained               | Blue                                 | 50.8                   | 2.3               | Maintained              | Lower                          |
|                                                                                   |    |               |                         | Black or African American           | 23                                         | -125.7                  | No Performance Level     | -106.9                 | Very Low                | --                             | 21                                         | No Color                              | -98.0                   | 27.7               | Increased                | Red                                  | -104.5                 | 2.6               | Maintained              | --                             |
|                                                                                   |    |               |                         | English Learner                     | 31                                         | -119.4                  | Very Low                 | -92.0                  | Low                     | Lower                          | 34                                         | Orange                                | -115.0                  | 4.3                | Increased                | Orange                               | -93.4                  | -1.4              | Maintained              | Lower                          |
|                                                                                   |    |               |                         | Filipino                            | 6                                          | --                      | No Performance Level     | 2.7                    | High                    | --                             | 8                                          | No Color                              | --                      | --                 | No Change Level          | Green                                | 7.4                    | 4.8               | Increased               | --                             |
|                                                                                   |    |               |                         | Foster Youth                        | 0                                          | --                      | --                       | -126.3                 | Very Low                | --                             | 0                                          | --                                    | --                      | --                 | --                       | Red                                  | -127.4                 | 1.4               | Maintained              | --                             |
|                                                                                   |    |               |                         | Homeless Youth                      | 0                                          | --                      | --                       | -101.8                 | Very Low                | --                             | 0                                          | --                                    | --                      | --                 | --                       | Red                                  | -101.3                 | 0.5               | Maintained              | --                             |
|                                                                                   |    |               |                         | Latino                              | 124                                        | -65.2                   | Low                      | -83.4                  | Low                     | Higher                         | 121                                        | Yellow                                | -52.0                   | 13.2               | Increased                | Orange                               | -80.8                  | 2.6               | Maintained              | Higher                         |
|                                                                                   |    |               |                         | Native Hawaiian or Pacific Islander | 1                                          | --                      | No Performance Level     | -71.3                  | Low                     | --                             | 0                                          | --                                    | --                      | --                 | --                       | Orange                               | -71.3                  | 0.0               | Maintained              | --                             |
|                                                                                   |    |               |                         | Socioeconomically Disadvantaged     | 107                                        | -84.4                   | Low                      | -84.0                  | Low                     | Lower                          | 87                                         | Yellow                                | -71.9                   | 12.5               | Increased                | Yellow                               | -80.8                  | 3.2               | Increased               | Higher                         |
|                                                                                   |    |               |                         | Students with Disabilities          | 72                                         | -105.4                  | Very Low                 | -130.8                 | Very Low                | Higher                         | 76                                         | Yellow                                | -90.5                   | 14.9               | Increased                | Orange                               | -127.3                 | 5.5               | Increased               | Higher                         |
|                                                                                   |    |               |                         | Two or More Races                   | 55                                         | 6.1                     | High                     | -9.9                   | Medium                  | Higher                         | 48                                         | Blue                                  | 30.6                    | 24.5               | Increased                | Yellow                               | -7.4                   | 2.5               | Maintained              | Higher                         |
|                                                                                   |    |               |                         | White                               | 315                                        | -1.1                    | Medium                   | -13.4                  | Medium                  | Higher                         | 307                                        | Yellow                                | -1.2                    | -0.1               | Maintained               | Yellow                               | -11.1                  | 2.3               | Maintained              | Higher                         |

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, California assigns 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).

| Math Participation Rate By Student Group |     |                                  |       |                           |                 |          |              |                |        |                                     |                                 |                            |                   |       |
|------------------------------------------|-----|----------------------------------|-------|---------------------------|-----------------|----------|--------------|----------------|--------|-------------------------------------|---------------------------------|----------------------------|-------------------|-------|
|                                          | ALL | American Indian or Alaska Native | Asian | Black or African American | English Learner | Filipino | Foster Youth | Homeless Youth | Latino | Native Hawaiian or Pacific Islander | Socioeconomically Disadvantaged | Students with Disabilities | Two or More Races | White |
| Percent of students tested in 2022 **    | 99% | 100%                             | 100%  | 100%                      | 100%            | 100%     | --           | --             | 100%   | 100%                                | 100%                            | 99%                        | 98%               | 99%   |
| Participation Rate Met 2022 *            | Yes | Yes                              | Yes   | Yes                       | Yes             | Yes      | --           | --             | Yes    | Yes                                 | Yes                             | Yes                        | Yes               | Yes   |
| Percent of students tested in 2023       | 98% | 100%                             | 98%   | 100%                      | 100%            | 100%     | --           | --             | 97%    | --                                  | 99%                             | 99%                        | --                | 98%   |
| Participation Rate Met 2023              | Yes | 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.

Data Sources: California School Dashboard Research data files 2023



# New West Charter School

## English Learner Progress Indicator (ELPI)

This report shows the percentage of current English learner (EL) students making progress towards English language proficiency at their school. The English Learner Progress Indicator (ELPI) relies on the results of the Summative English Language Proficiency Assessment (ELPAC), including Summative Alternate ELPAC results, to determine EL student progress. For the EL students taking the Summative ELPAC, those who increase an ELPI level or maintain ELPAC Level 4 are counted as making progress towards English language proficiency. ELPI Change measures the rate at which schools are improving their ability to move their EL students towards English language proficiency. It is the difference between the prior year Status and the current year Status. A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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/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   | 2022 School                                                                       |                                                                            |              | 2022 State                                                                 |              |                                 | 2023 School                                                                       |                                       |                                                                            |                    |                          | 2023 State                           |                                                                            |                   |                         |                                 |
|                                                                    |    |               |                         |                 | Number of EL Students with a Performance Level in Both the Current and Prior Year | Percentage of English Learners making progress towards English proficiency | Status Level | Percentage of English Learners making progress towards English proficiency | Status Level | School to State ELPI Comparison | Number of EL Students with a Performance Level in Both the Current and Prior Year | School 2023 Performance Level (color) | Percentage of English Learners making progress towards English proficiency | School 2023 Change | School 2023 Change Level | State 2023 Performance Level (color) | Percentage of English Learners making progress towards English proficiency | State 2023 Change | State 2023 Change Level | School to State ELPI Comparison |
| W                                                                  | 4  | SBE           | New West Charter School | English Learner | 32                                                                                | 59.4%                                                                      | High         | 50.3%                                                                      | Medium       | Higher                          | 25                                                                                | No Color                              | 44.0%                                                                      | -15.4%             | Declined                 | Yellow                               | 48.7%                                                                      | -1.6%             | Maintained              | Lower                           |

Districts and schools that do not meet the 95 percent participation rate on the Summative ELPAC and Summative Alternative ELPAC and have at least 30 EL students enrolled during the testing window (February 1 to May 31) will receive a modified ELPI rate on the California School Dashboard (Dashboard). For each district and school that does not meet the 95 percent target, the minimum number of students needed to reach a participation rate of at least 95 percent is determined. The resulting number of students will be counted as not making progress in the current ELPI Status calculation.

| ELPAC Participation |                               |                              |                               |                        |
|---------------------|-------------------------------|------------------------------|-------------------------------|------------------------|
| Year                | Number of EL Student Enrolled | Number of EL Students Tested | Percent of EL Students Tested | Participation Rate Met |
| 2022                | 35                            | 35                           | 100.0%                        | Yes                    |
| 2023                | 29                            | 27                           | 93.1%                         | No                     |

Note: Schools that do not meet the 95 percent participation rate on the Summative ELPAC and Summative Alternative ELPAC and have at least 30 EL students enrolled during the testing window (February 1 to May 31) will receive a modified ELPI rate on the California School Dashboard (Dashboard).

\* Note: An asterisk (\*) indicates that the student group consists of less than 11 students, the minimum size for reporting.

Data Sources: California School Dashboard Research data files 2023

| 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                                                                                                                                                                                                        |       |       |
| New West Charter School                                                                                                                                                                                       |       | State |
| ELs Who Progressed at Least One ELPI Level                                                                                                                                                                    | 46.9% | 47.5% |
| ELs Who Maintained ELPI Level 4                                                                                                                                                                               | 12.5% | 2.8%  |
| ELs Who Maintained ELPI Level 1, 2L, 2H, 3L, 3H                                                                                                                                                               | 18.8% | 31.4% |
| ELs Who Decreased at Least One ELPI Level                                                                                                                                                                     | 21.9% | 18.3% |

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| 2023 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                                                                                                                                                                                                        |       |       |
| New West Charter School                                                                                                                                                                                       |       | State |
| ELs Who Progressed at Least One ELPI Level                                                                                                                                                                    | 20.0% | 46.4% |
| ELs Who Maintained ELPI Level 4                                                                                                                                                                               | 24.0% | 2.4%  |
| ELs Who Maintained ELPI Level 1, 2L, 2H, 3L, 3H                                                                                                                                                               | 38.0% | 32.7% |
| ELs Who Decreased at Least One ELPI Level                                                                                                                                                                     | 20.0% | 18.6% |

# New West Charter School

## Academic Performance - College / Career

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.

| College / Career Academic Indicator - CA School Dashboard Indicator |    |          |                         |                                     |                                |                                             |                          |                                            |                         |                                |
|---------------------------------------------------------------------|----|----------|-------------------------|-------------------------------------|--------------------------------|---------------------------------------------|--------------------------|--------------------------------------------|-------------------------|--------------------------------|
| RG                                                                  | BD | Loc Code | School                  | Student Group                       | Number of Students with Scores | School 2023 percentage of prepared students | School 2023 Status Level | State 2023 percentage of prepared students | State 2023 Status Level | School to State CCI Comparison |
| W                                                                   | 4  | SBE      | New West Charter School | All Students                        | 148                            | 56.1%                                       | High                     | 43.9%                                      | Medium                  | Higher                         |
|                                                                     |    |          |                         | American Indian or Alaska Native    | 0                              | --                                          | --                       | 26.5%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Asian                               | 12                             | 91.7%                                       | No Performance Level     | 75.8%                                      | Very High               | --                             |
|                                                                     |    |          |                         | Black or African American           | 9                              | --                                          | No Performance Level     | 25.1%                                      | Low                     | --                             |
|                                                                     |    |          |                         | English Learner                     | 5                              | --                                          | No Performance Level     | 15.3%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Filipino                            | 2                              | --                                          | No Performance Level     | 65.2%                                      | High                    | --                             |
|                                                                     |    |          |                         | Foster Youth                        | 0                              | --                                          | --                       | 11.6%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Homeless Youth                      | 0                              | --                                          | --                       | 20.4%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Latino                              | 46                             | 47.8%                                       | Medium                   | 35.5%                                      | Medium                  | Higher                         |
|                                                                     |    |          |                         | Native Hawaiian or Pacific Islander | 0                              | --                                          | --                       | 33.1%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Socioeconomically Disadvantaged     | 66                             | 48.5%                                       | Medium                   | 35.4%                                      | Medium                  | Higher                         |
|                                                                     |    |          |                         | Students with Disabilities          | 21                             | 33.3%                                       | No Performance Level     | 12.3%                                      | Low                     | --                             |
|                                                                     |    |          |                         | Two or More Races                   | 20                             | 55.0%                                       | No Performance Level     | 52.9%                                      | Medium                  | --                             |
|                                                                     |    |          |                         | White                               | 58                             | 56.9%                                       | High                     | 53.2%                                      | Medium                  | Higher                         |

Data Sources: California School Dashboard Research data files 2023.

# New West Charter School

## Chronic Absenteeism

This report shows the percentage of students in Kindergarten through grade eight who were absent 10 percent or more of the school year. For most state indicators, the desired outcome is to have a high percentage of performance in the current year. However, chronic absenteeism has a reverse goal of having the lowest percentage of students chronically absent in the current year. Current and prior year data is compared to see whether a school made improvement (i.e., had a lower rate of Chronic Absenteeism in 2023 than it did in 2022) or did worse (i.e., had a higher rate in 2023). Taken together, current year data and its comparison with prior year data will give a performance level (color). A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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 |        |                   |                         |                                     |                                                        |                                                     |                             |                                                    |                            |                                                                       |                                                        |                                             |                                                     |                       |                                |                                            |                                                    |                      |                               |                                                                       |
|-----------------------------------------------------|--------|-------------------|-------------------------|-------------------------------------|--------------------------------------------------------|-----------------------------------------------------|-----------------------------|----------------------------------------------------|----------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------|-----------------------------------------------------|-----------------------|--------------------------------|--------------------------------------------|----------------------------------------------------|----------------------|-------------------------------|-----------------------------------------------------------------------|
| R<br>G                                              | B<br>D | Locatio<br>n Code | School                  | Student Group                       | Number of<br>students<br>enrolled who<br>meet criteria | School 2022<br>Chronic<br>Absenteeism<br>Percentage | School 2022<br>Status Level | State 2022<br>Chronic<br>Absenteeism<br>Percentage | State 2022<br>Status Level | School to<br>State Chronic<br>Absenteeism<br>Percentage<br>Comparison | Number of<br>students<br>enrolled who<br>meet criteria | School 2023<br>Performance<br>Level (color) | School 2023<br>Chronic<br>Absenteeism<br>Percentage | School 2023<br>Change | School 2023<br>Change<br>Level | State 2023<br>Performance<br>Level (color) | State 2023<br>Chronic<br>Absenteeism<br>Percentage | State 2023<br>Change | State 2023<br>Change<br>Level | School to<br>State Chronic<br>Absenteeism<br>Percentage<br>Comparison |
| W                                                   | 4      | SBE               | New West Charter School | All Students                        | 439                                                    | 1.6%                                                | Very Low                    | 30.0%                                              | Very High                  | Lower                                                                 | 443                                                    | Orange                                      | 7.0%                                                | 5.4%                  | Increased                      | Yellow                                     | 24.3%                                              | -5.7                 | Declined Significantly        | Lower                                                                 |
|                                                     |        |                   |                         | American Indian or Alaska Native    | 1                                                      | --                                                  | No Performance Level        | 42.9%                                              | Very High                  | --                                                                    | 1                                                      | No Color                                    | --                                                  | --                    | --                             | Yellow                                     | 36.1%                                              | -6.8                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | Asian                               | 35                                                     | 0.0%                                                | Very Low                    | 11.5%                                              | High                       | Lower                                                                 | 38                                                     | Blue                                        | 0.0%                                                | 0.0%                  | Maintaned                      | Yellow                                     | 10.1%                                              | -1.4                 | Declined                      | Lower                                                                 |
|                                                     |        |                   |                         | Black or African American           | 14                                                     | 0.0%                                                | No Performance Level        | 42.9%                                              | Very High                  | --                                                                    | 16                                                     | No Color                                    | 0.0%                                                | 0.0%                  | Maintaned                      | Yellow                                     | 36.4%                                              | -6.5                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | English Learner                     | 18                                                     | 0.0%                                                | No Performance Level        | 33.6%                                              | Very High                  | Lower                                                                 | 15                                                     | No Color                                    | 0.0%                                                | 0.0%                  | Maintaned                      | Yellow                                     | 26.3%                                              | -7.3                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | Filipino                            | 4                                                      | --                                                  | No Performance Level        | 16.2%                                              | High                       | --                                                                    | 6                                                      | No Color                                    | --                                                  | --                    | --                             | Yellow                                     | 13.8%                                              | -2.4                 | Declined                      | --                                                                    |
|                                                     |        |                   |                         | Foster Youth                        | 0                                                      | --                                                  | --                          | 42.1%                                              | Very High                  | --                                                                    | 0                                                      | --                                          | --                                                  | --                    | --                             | Yellow                                     | 33.6%                                              | -8.5                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | Homeless Youth                      | 0                                                      | --                                                  | --                          | 45.1%                                              | Very High                  | --                                                                    | 0                                                      | --                                          | --                                                  | --                    | --                             | Yellow                                     | 38.7%                                              | -6.4                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | Latino                              | 81                                                     | 1.2%                                                | Very Low                    | 35.8%                                              | Very High                  | Lower                                                                 | 87                                                     | Orange                                      | 5.7%                                                | 4.5%                  | Increased                      | Yellow                                     | 28.4%                                              | -7.4                 | Declined Significantly        | Lower                                                                 |
|                                                     |        |                   |                         | Native Hawaiian or Pacific Islander | 1                                                      | --                                                  | No Performance Level        | 43.9%                                              | Very High                  | --                                                                    | 0                                                      | --                                          | --                                                  | --                    | --                             | Yellow                                     | 37.6%                                              | -6.3                 | Declined Significantly        | --                                                                    |
|                                                     |        |                   |                         | Socioeconomically Disadvantaged     | 78                                                     | 0.0%                                                | Very Low                    | 37.4%                                              | Very High                  | Lower                                                                 | 63                                                     | Orange                                      | 9.5%                                                | 9.5%                  | Increased                      | Yellow                                     | 29.9%                                              | -7.5                 | Declined Significantly        | Lower                                                                 |
|                                                     |        |                   |                         | Students with Disabilities          | 55                                                     | 1.8%                                                | Very Low                    | 39.6%                                              | Very High                  | Lower                                                                 | 61                                                     | Orange                                      | 11.5%                                               | 9.7%                  | Increased                      | Yellow                                     | 33.1%                                              | -6.5                 | Declined Significantly        | Lower                                                                 |
|                                                     |        |                   |                         | Two or More Races                   | 40                                                     | 2.5%                                                | Very Low                    | 25.1%                                              | Very High                  | Lower                                                                 | 42                                                     | Orange                                      | 7.1%                                                | 4.6%                  | Increased                      | Yellow                                     | 21.6%                                              | -3.5                 | Declined Significantly        | Lower                                                                 |
|                                                     |        |                   |                         | White                               | 263                                                    | 1.5%                                                | Very Low                    | 21.9%                                              | Very High                  | Lower                                                                 | 253                                                    | Orange                                      | 9.1%                                                | 7.6%                  | Increased                      | Yellow                                     | 18.5%                                              | -3.5                 | Declined Significantly        | Lower                                                                 |

Data Sources: California School Dashboard Research data files 2023

# New West Charter School

## Suspension Rate Indicator

This report shows the number of students who have an aggregate suspension of at least one full day. A student is counted as suspended in the suspension rate only once regardless of multiple suspensions or multiple days of suspension. For most state indicators, the desired outcome is a high percentage of performance in the current year and an increase from the prior year. However, for the Suspension Rate indicator, the desired outcome is a low rate in the current year and a decline from the prior year. Current and prior year data is compared to see whether a school made improvement (i.e., had a lower rate of suspension in 2022-23 than it did in 2021-22) or did worse (i.e., had a higher rate in 2022-23 than in 2021-22). Taken together, current year data and its comparison with prior year data will give a performance level (color). A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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.

| 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 | Number of Students | School 2023 Performance Level (color) | School 2023 Percentage of Students suspended at least once | School 2023 Change | School 2023 Change Level | State 2023 Performance Level (color) | State 2023 Percentage of Students suspended at least once | State 2023 Change | State 2023 Change Level | School to State Suspensions Comparison |
| W                                                         | 4  | SBE           | New West Charter School | All Students                        | 1,050              | 0.9%                                                       | Very Low                 | 3.1%                                                      | Medium                  | Lower                                                 | 1,000              | Blue                                  | 0.6%                                                       | -0.3%              | Declined                 | Orange                               | 3.5%                                                      | 0.4%              | Increased               | Lower                                  |
|                                                           |    |               |                         | American Indian or Alaska Native    | 4                  | --                                                         | No Performance Level     | 6.4%                                                      | High                    | --                                                    | 3                  | No Color                              | --                                                         | --                 | --                       | Orange                               | 7.4%                                                      | 1.0%              | Increased               | --                                     |
|                                                           |    |               |                         | Asian                               | 84                 | 0.0%                                                       | Very Low                 | 0.9%                                                      | Very Low                | Lower                                                 | 85                 | Blue                                  | 0.0%                                                       | 0.0%               | Maintained               | Green                                | 1.1%                                                      | 0.2%              | Maintained              | Lower                                  |
|                                                           |    |               |                         | Black or African American           | 51                 | 3.9%                                                       | Medium                   | 7.9%                                                      | High                    | Lower                                                 | 43                 | Blue                                  | 0.0%                                                       | -3.9%              | Declined                 | Red                                  | 8.8%                                                      | 0.9%              | Increased               | Lower                                  |
|                                                           |    |               |                         | English Learner                     | 37                 | 2.7%                                                       | Medium                   | 3.2%                                                      | Medium                  | Lower                                                 | 29                 | No Color                              | 0.0%                                                       | -2.7%              | Declined                 | Orange                               | 3.7%                                                      | 0.5%              | Increased               | --                                     |
|                                                           |    |               |                         | Filipino                            | 8                  | --                                                         | No Performance Level     | 1.2%                                                      | Low                     | --                                                    | 10                 | No Color                              | --                                                         | --                 | --                       | Green                                | 1.3%                                                      | 0.1%              | Maintained              | --                                     |
|                                                           |    |               |                         | Foster Youth                        | 0                  | --                                                         | --                       | 12.4%                                                     | Very High               | --                                                    | 0                  | --                                    | --                                                         | --                 | --                       | Red                                  | 13.6%                                                     | 1.2%              | Increased               | --                                     |
|                                                           |    |               |                         | Homeless Youth                      | 0                  | --                                                         | --                       | 5.5%                                                      | High                    | --                                                    | 0                  | --                                    | --                                                         | --                 | --                       | Orange                               | 6.5%                                                      | 1.0%              | Increased               | --                                     |
|                                                           |    |               |                         | Latino                              | 233                | 0.4%                                                       | Very Low                 | 3.3%                                                      | Medium                  | Lower                                                 | 233                | Blue                                  | 0.4%                                                       | 0.0%               | Maintained               | Orange                               | 3.8%                                                      | 0.5%              | Increased               | Lower                                  |
|                                                           |    |               |                         | Native Hawaiian or Pacific Islander | 2                  | --                                                         | No Performance Level     | 4.5%                                                      | Medium                  | --                                                    | 0                  | --                                    | --                                                         | --                 | --                       | Orange                               | 4.9%                                                      | 0.4%              | Increased               | --                                     |
|                                                           |    |               |                         | Socioeconomically Disadvantaged     | 212                | 1.4%                                                       | Low                      | 4.0%                                                      | Medium                  | Lower                                                 | 182                | Green                                 | 1.6%                                                       | 0.2%               | Maintained               | Orange                               | 4.5%                                                      | 0.5%              | Increased               | Lower                                  |
|                                                           |    |               |                         | Students with Disabilities          | 130                | 3.8%                                                       | Medium                   | 5.4%                                                      | High                    | Lower                                                 | 138                | Green                                 | 1.4%                                                       | -2.4%              | Declined                 | Orange                               | 5.9%                                                      | 0.5%              | Increased               | Lower                                  |
|                                                           |    |               |                         | Two or More Races                   | 101                | 1.0%                                                       | Very Low                 | 2.9%                                                      | Medium                  | Lower                                                 | 88                 | Blue                                  | 0.0%                                                       | -1.0%              | Declined                 | Orange                               | 3.3%                                                      | 0.4%              | Increased               | Lower                                  |
|                                                           |    |               |                         | White                               | 567                | 0.9%                                                       | Very Low                 | 2.6%                                                      | Medium                  | Lower                                                 | 538                | Blue                                  | 0.9%                                                       | 0.0%               | Maintained               | Yellow                               | 2.9%                                                      | 0.2%              | Maintained              | Lower                                  |

Data Sources: California School Dashboard Research data files 2023



# New West Charter School

## Graduation Rate Indicator

This report shows the combined four- and five-year graduation rate for comprehensive (or traditional) high schools and Dashboard Alternative School Status (DASS) schools. This rate is based on the number of high school students who graduate with a regular high school diploma in either four or five years. The 2023 Graduation Rate Indicator includes students from the most recent graduation cohort (Class of 2023) as well as students from the prior cohort (Class of 2022) who graduated in their fifth year of high school in 2022-23. Current and prior year data is compared to see whether a school made improvement (i.e., had a higher rate of graduation in 2023 than it did in 2022) or experienced a decline. Results will fall into one of five levels, ranging from "Increased Significantly" to "Declined Significantly." Combining current year data and its comparison with prior year data, will give a performance level (color). A single asterisk (\*) and a single dash (-) shows that the student group has fewer than 11 students and is not reported for privacy reasons. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be 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.

| Graduation Rate Indicator - CA School Dashboard Indicator |    |               |                         |                                     |                    |                                              |                          |                                             |                         |                                               |                    |                                       |                                              |                    |                          |                                      |                                             |                   |                         |                                               |
|-----------------------------------------------------------|----|---------------|-------------------------|-------------------------------------|--------------------|----------------------------------------------|--------------------------|---------------------------------------------|-------------------------|-----------------------------------------------|--------------------|---------------------------------------|----------------------------------------------|--------------------|--------------------------|--------------------------------------|---------------------------------------------|-------------------|-------------------------|-----------------------------------------------|
| RG                                                        | BD | Location Code | School                  | Student Group                       | Number of Students | School 2022 Percentage of graduated students | School 2022 Status Level | State 2022 Percentage of graduated students | State 2022 Status Level | School to State Graduated Students Comparison | Number of Students | School 2023 Performance Level (color) | School 2023 Percentage of graduated students | School 2023 Change | School 2023 Change Level | State 2023 Performance Level (color) | State 2023 Percentage of graduated students | State 2023 Change | State 2023 Change Level | School to State Graduated Students Comparison |
| W                                                         | 4  | SBE           | New West Charter School | All Students                        | 158                | 92.4%                                        | High                     | 87.4%                                       | Medium                  | Higher                                        | 148                | Orange                                | 83.1%                                        | -9.3%              | Declined Significantly   | Orange                               | 86.4%                                       | -1.0%             | Declined                | Lower                                         |
|                                                           |    |               |                         | American Indian or Alaska Native    | 1                  | --                                           | No Performance Level     | 79.6%                                       | Low                     | --                                            | 0                  | --                                    | --                                           | --                 | --                       | Orange                               | 79.6%                                       | -0.1%             | Maintained              | --                                            |
|                                                           |    |               |                         | Asian                               | 7                  | --                                           | No Performance Level     | 95.2%                                       | Very High               | --                                            | 12                 | No Color                              | 100.0%                                       | --                 | --                       | Green                                | 94.5%                                       | -0.7%             | Maintained              | --                                            |
|                                                           |    |               |                         | Black or African American           | 13                 | 100.0%                                       | No Performance Level     | 79.5%                                       | Low                     | --                                            | 9                  | No Color                              | --                                           | --                 | --                       | Orange                               | 78.5%                                       | -1.0%             | Declined                | --                                            |
|                                                           |    |               |                         | English Learner                     | 7                  | --                                           | No Performance Level     | 73.3%                                       | Low                     | --                                            | 5                  | No Color                              | --                                           | --                 | --                       | Orange                               | 73.5%                                       | 0.2%              | Maintained              | --                                            |
|                                                           |    |               |                         | Filipino                            | 0                  | --                                           | --                       | 95.5%                                       | Very High               | --                                            | 2                  | No Color                              | --                                           | --                 | --                       | Green                                | 94.7%                                       | -0.8%             | Maintained              | --                                            |
|                                                           |    |               |                         | Foster Youth                        | 0                  | --                                           | --                       | 64.1%                                       | Very Low                | --                                            | 0                  | --                                    | --                                           | --                 | --                       | Red                                  | 63.2%                                       | -0.8%             | Maintained              | --                                            |
|                                                           |    |               |                         | Homeless Youth                      | 1                  | --                                           | No Performance Level     | 74.4%                                       | Low                     | --                                            | 0                  | --                                    | --                                           | --                 | --                       | Orange                               | 73.7%                                       | -0.7%             | Maintained              | --                                            |
|                                                           |    |               |                         | Latino                              | 36                 | 97.2%                                        | Very High                | 85.3%                                       | Medium                  | Higher                                        | 46                 | Orange                                | 82.6%                                        | -14.6%             | Declined Significantly   | Orange                               | 84.2%                                       | -1.0%             | Declined                | Lower                                         |
|                                                           |    |               |                         | Native Hawaiian or Pacific Islander | 1                  | --                                           | No Performance Level     | 85.2%                                       | Medium                  | --                                            | 0                  | --                                    | --                                           | --                 | --                       | Yellow                               | 84.6%                                       | -0.7%             | Maintained              | --                                            |
|                                                           |    |               |                         | Socioeconomically Disadvantaged     | 72                 | 91.7%                                        | High                     | 85.1%                                       | Medium                  | Higher                                        | 66                 | Orange                                | 75.8%                                        | -15.9%             | Declined Significantly   | Orange                               | 83.7%                                       | -1.4%             | Declined                | Lower                                         |
|                                                           |    |               |                         | Students with Disabilities          | 18                 | 88.9%                                        | No Performance Level     | 75.2%                                       | Low                     | --                                            | 21                 | No Color                              | 61.9%                                        | -27.0%             | --                       | Orange                               | 72.7%                                       | -2.5%             | Declined                | --                                            |
|                                                           |    |               |                         | Two or More Races                   | 15                 | 93.3%                                        | No Performance Level     | 89.6%                                       | Medium                  | --                                            | 20                 | No Color                              | 80.0%                                        | -13.3%             | Declined Significantly   | Orange                               | 88.6%                                       | -1.0%             | Declined                | --                                            |
|                                                           |    |               |                         | White                               | 83                 | 88.0%                                        | Medium                   | 90.8%                                       | High                    | Lower                                         | 58                 | Orange                                | 81.0%                                        | -6.9%              | Declined Significantly   | Orange                               | 89.8%                                       | -1.0%             | Declined                | Lower                                         |

Data Sources: California School Dashboard Research data files 2023

# New West Charter School

## 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.

| 2023-2024 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 |
| W                                                   | 4  | SBE      | New West Charter School | 998        | 19.8%    | N/A   | 0.2%                             | 8.4%  | 4.3%                      | 2.8%            | 0.9%     | 0.0%         | 0.0%     | 22.2%  | 0.0%              | 0.0%                                | 1.7%         | 21.0%                            | 14.4%                      | 8.9%              | 53.3% |
| Statewide                                           |    |          |                         | 5,837,690  | 61.7%    | N/A   | 0.4%                             | 9.9%  | 4.9%                      | 18.4%           | 2.2%     | 0.5%         | 3.6%     | 56.1%  | 0.8%              | 0.4%                                | 1.1%         | 62.7%                            | 13.7%                      | 4.6%              | 20.3% |
| Los Angeles Unified                                 |    |          |                         | 529,902    | 80.7%    | 11.0% | 0.1%                             | 3.4%  | 7.3%                      | 20.1%           | 1.7%     | 0.6%         | 2.1%     | 73.8%  | 0.2%              | 0.1%                                | 1.8%         | 81.3%                            | 14.8%                      | 2.0%              | 9.8%  |

| 2022-2023 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 |
| W                                                   | 4  | SBE      | New West Charter School | 997        | 16.1%    | N/A   | 0.3%                             | 8.5%  | 4.2%                      | 2.7%            | 1.0%     | 0.0%         | 0.0%     | 23.3%  | 0.0%              | 0.0%                                | 1.2%         | 17.4%                            | 12.5%                      | 7.8%              | 53.7% |
| Statewide                                           |    |          |                         | 5,892,244  | 59.9%    | N/A   | 0.4%                             | 9.5%  | 4.7%                      | 19.0%           | 2.2%     | 0.5%         | 3.2%     | 56.1%  | 0.7%              | 0.4%                                | 2.2%         | 61.5%                            | 13.1%                      | 4.3%              | 20.1% |
| Los Angeles Unified                                 |    |          |                         | 538,295    | 81.0%    | 11.1% | 5.9%                             | 3.4%  | 7.4%                      | 21.3%           | 1.6%     | 0.7%         | 1.7%     | 74.2%  | 5.1%              | 0.2%                                | 1.5%         | 82.0%                            | 13.6%                      | 2.0%              | 9.7%  |

Data Source: Data Ouest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/sd/filesenr.asp>

# New West Charter School

## 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/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 |
|----|----|----------|-------------------------|------------|-----------------------------------------------|--------|-------|---------------------------------|
| W  | 4  | SBE      | New West Charter School | 2021-2022* | 2020-2021 Number of English Language Learners | --     | --    | --                              |
|    |    |          |                         |            | 2021-2022 Number of Students Reclassified     | --     | --    |                                 |
|    |    |          |                         |            | 2021-2022 Reclassification Rate               | --     | --    |                                 |
|    |    |          |                         | 2022-2023* | 2021-2022 Number of English Language Learners | --     | --    | --                              |
|    |    |          |                         |            | 2022-2023 Number of Students Reclassified     | --     | --    |                                 |
|    |    |          |                         |            | 2022-2023 Reclassification Rate               | --     | --    |                                 |

Note: \*Reclassification data for 2021-2022 and 2022-2023 has not been published by the State as of the creation of this data set. After the California Department of Education releases the 2021-2022 and 2022-2023 Annual Reclassification (RFEP) Counts and Rates this tab will be updated accordingly.

A double dash "--" means that data is not currently available.

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/ad/filesreclass.asp>

# New West Charter School

## 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/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                | 2022-2023  |         |            |         | 2023-2024  |         |            |         |
|----|----|----------|-------------------------|---------------------------------|------------|---------|------------|---------|------------|---------|------------|---------|
|    |    |          |                         |                                 | School     |         | State      |         | School     |         | State      |         |
|    |    |          |                         |                                 | Enrollment | Percent | Enrollment | Percent | Enrollment | Percent | Enrollment | Percent |
| W  | 4  | SBE      | New West Charter School | LTEL 6+ Years                   | 12         | 9.1%    | 226,535    | 11.1%   | 12         | 9.6%    | 211,218    | 18.1%   |
|    |    |          |                         | At-Risk 4-5 Years               | 0          | 0.0%    | 144,190    | 7.1%    | 0          | 0.0%    | 136,190    | 9.6%    |
|    |    |          |                         | EL 0-3 Years                    | 0          | 0.0%    | 505,487    | 24.8%   | 2          | 1.6%    | 519,652    | 26.0%   |
|    |    |          |                         | EL 4+ Years Not At-Risk or LTEL | 15         | 11.4%   | 236,323    | 11.6%   | 14         | 11.2%   | 207,773    | 10.4%   |
|    |    |          |                         | EL total                        | 27         | 20.5%   | 1,112,535  | 54.5%   | 28         | 22.4%   | 1,074,833  | 53.8%   |
|    |    |          |                         | RFEP                            | 105        | 79.5%   | 927,723    | 45.5%   | 97         | 77.6%   | 924,460    | 46.2%   |
|    |    |          |                         | Total (Ever)                    | 132        | 100.0%  | 2,040,258  | 100.0%  | 125        | 100.0%  | 1,999,293  | 100.0%  |

Data Source: Data Quest, Student and School Downloadable Data Files <https://www.cde.ca.gov/ds/ad/filesltel.asp>



# New West Charter School

## 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.

| 2023-2024 Special Education Enrollment |    |               |                         |                   |                |                |
|----------------------------------------|----|---------------|-------------------------|-------------------|----------------|----------------|
| RG                                     | BD | Location Code | School                  | OCT 2023 Enroll # | Sp Ed Enroll # | Sp Ed Enroll % |
| W                                      | 4  | SBE           | New West Charter School | 998               | 144            | 14.4%          |
| Statewide                              |    |               |                         | 5,837,690         | 799,980        | 13.7%          |
| Los Angeles Unified                    |    |               |                         | 529,902           | 79,906         | 14.8%          |

| 2022-2023 Special Education Enrollment |    |          |                         |                   |                |                |
|----------------------------------------|----|----------|-------------------------|-------------------|----------------|----------------|
| RG                                     | BD | Loc Code | School                  | OCT 2022 Enroll # | Sp Ed Enroll # | Sp Ed Enroll % |
| W                                      | 4  | SBE      | New West Charter School | 997               | 125            | 12.5%          |
| Statewide                              |    |          |                         | 5,852,544         | 765,169        | 13.1%          |
| Los Angeles Unified                    |    |          |                         | 538,295           | 75,935         | 14.1%          |

| 2023-2024 Special Education Enrollment |    |          |                         |                  |                 |        |      |        |       |       |       |       |     |        |       |        |        |       |      |
|----------------------------------------|----|----------|-------------------------|------------------|-----------------|--------|------|--------|-------|-------|-------|-------|-----|--------|-------|--------|--------|-------|------|
| RG                                     | BD | Loc Code | School                  | % High Incidence | % Low Incidence | # AUT  | # DB | # DEAF | # ED  | # EMD | # HOH | # ID  | MD  | # OHI* | # OI  | # SLD* | # SLI* | # TBI | # VI |
| W                                      | 4  | SBE      | New West Charter School | 77.8%            | 22.2%           | 21     | 0    | 0      | 10    | 0     | 1     | 0     | 0   | 43     | 0     | 63     | 6      | 0     | 0    |
| Los Angeles Unified                    |    |          |                         | 66.7%            | 33.3%           | 19,082 | 6    | 200    | 1,178 | 0     | 988   | 3,410 | 978 | 11,302 | 543   | 30,274 | 11,688 | 66    | 189  |
| 2022-2023 Special Education Enrollment |    |          |                         |                  |                 |        |      |        |       |       |       |       |     |        |       |        |        |       |      |
| RG                                     | BD | Loc Code | School                  | % High Incidence | % Low Incidence | # AUT  | # DB | # DEAF | # ED  | # EMD | # HOH | # ID  | MD  | # OHI* | # OI  | # SLD* | # SLI* | # TBI | # VI |
| W                                      | 4  | SBE      | New West Charter School | 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   | N/A  |
| Los Angeles Unified                    |    |          |                         | 68.3%            | 31.2%           | 16,427 | 5    | 226    | 1,143 | 1     | 994   | 3,495 | 354 | 10,342 | 1,065 | 29,411 | 12,139 | 64    | 248  |

\* Data Not Available for 2022-2023 School Year. School only provided 2023-2024 data.

| 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        | MD  | Multiple Disabilities         |

Data Source: CALPADS 8.1 FALL 1 Certified Report 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).



**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Board of Education Report**  
 DESEGREGATION IMPACT STATEMENT (DIS)  
 New West Charter  
 BOARD OF EDUCATION REPORT 043-24/25  
 October 22, 2024

- I. Category of Proposed Action:  
 The proposed action would renew the charter for six (6) years, beginning July 1, 2025 until June 30, 2031 to serve up to 1,150 students in grades 6-12 in year 1 and up to 1,150 students in grades 6-12 by the end of its charter term.
- 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 charter petition would renew the charter of New West Charter for six (6) years beginning July 1, 2025 until June 30, 2031.
- 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:

*Kathleen Di Paola*

Kathleen Di Paola  
 Specialist  
 Charter Schools Division

APPROVED BY:

*Keith H. ABRAMAMS, III*

KEITH H. ABRAMAMS, III  
 Executive Director  
 Student Integration Services

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# TAB 16



## Board of Education Report

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File #: Res-007-24/25, Version: 2

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Mr. Schmerelson - Fostering Healthy Relationships through Digital Citizenship Week (Res-007-24/25)  
(Noticed September 10, 2024)

Whereas, The Los Angeles Unified School District has established policies and systems the ~~Instructional Technology Initiative (ITI) with its mission~~ to focus on providing professional opportunities on instructional frameworks that leverage technology in purposeful and personalized ways;

Whereas, The ~~ITI~~ District departments coordinates with one another on instructional technology initiatives ~~and collaborates with various district departments~~ as well as with external partners to serve the needs of District students;

Whereas, The ~~ITI~~ District has established mandatory digital citizenship classes for students, exploring topics such as artificial intelligence, responsible digital use, and social media lessons to help build a responsible digital culture in the classroom and beyond;

Whereas, The District distributes professional development opportunities for teachers over the summer that focus on best practices to incorporate technology as a tool to better instruct and manage classroom settings;

Whereas, The LAUSD community is constantly surrounded by technological advancements, whether they are in the classroom, at home, in public spaces, or taking public transit, among other areas;

Whereas, The District is expanding opportunities for eSports programs that incorporate STEAM curriculum, allowing students an accessible pathway into the arts and sciences;

Whereas, The District has established the 2024 Digital Citizenship Challenge, incorporating leaderboards and prizes for the schools that meet or exceed digital citizenship standards;

Whereas, Digital Citizenship fits into LAUSD's strategic plan, focusing on pillars 1A (high-quality instruction), 1C (eliminating opportunity gaps), 2B (whole-child well-being), and 2C (strong social-emotional skills);

Whereas, The District recognizes the importance of inclusivity in digital spaces, ensuring that all students, regardless of socio-economic status, race, ethnicity, gender, or ability, have equitable access to technology and resources necessary for developing digital literacy and citizenship skills;

Whereas, Digital citizenship extends beyond the classroom, requiring students to understand the importance of balanced technology use, managing screen time, and the potential mental and physical health impacts of excessive digital consumption;



Whereas, The District is committed to fostering informed digital participation by teaching students to critically analyze digital content, engage with diverse perspectives online, and contribute to civic and social issues through responsible digital platforms;

Whereas, The District acknowledges the increasing importance of privacy and security in the age of AI, encouraging students to protect personal information online and be alert to online scams, data breaches, and privacy violations;

Whereas, The rise of artificial intelligence and machine learning necessitates teaching students how these technologies influence the information they consume, emphasizing the importance of understanding AI's role in shaping their digital experiences, biases, and decision-making;

Whereas, Digital citizenship education fosters collaboration and problem-solving skills in online spaces, preparing students for a future where teamwork and digital communication are essential in both academic and professional settings;

Whereas, The District is committed to supporting parents and guardians in their roles as digital mentors for their children, offering resources and training on topics such as online safety, cyberbullying prevention, and managing digital footprints;

Whereas, The District aims to promote digital resilience among students, equipping them with the skills to navigate challenges such as misinformation, cyberbullying, and online harassment with confidence, critical thinking, and proactive strategies for positive digital engagement;

Whereas, Academic settings maintain a responsibility to their students to foster a safe environment, teaching students about subjects such as civic engagement and being responsible citizens while addressing the effects ~~negative impacts~~ of cyberbullying and the difference between ~~truths~~, half-truths, lies, facts, and opinions;

Whereas, The Governing Board of the Los Angeles Unified School District passed the Critical Media Literacy resolution on March 9, 2021, specifically addressing the misinformation campaigns in social media, radio, television, and in publications on Instagram, Facebook, and Twitter/X, among other social media platforms, and what the District can do to teach students about online misinformation;

Whereas, The rise growth of artificial intelligence ~~has posed a danger to student learning, taking content from the internet and reflecting information to users as factual even when it is to the contrary;~~ presents an opportunity to enhance student learning, it is essential to guide students in critically evaluating AI-generated content, helping them discern between accurate information and misinformation; and

Whereas, Studies also show that ~~widespread damage~~ addressing the spread of misinformation has a direct cause of violence, rejection of modern medicine/science, and increase in depression and suicide among student populations and their families and others; can significantly reduce violence, encourage acceptance of modern medicine and science, and promote mental well-being, leading to lower rates of depression and suicide among students, their families and communities; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District will acknowledge the week of Monday, October 16 to Sunday, October 22, 2024, as Digital Citizenship Week;

Resolved further, That all students will complete the Digital Citizenship course to demonstrate ability to discern online scams, AI manipulation and forms of digital misinformation and cyberbullying;

Resolved further, That the Board recommends that the Superintendent or a designee oversee opportunities for parents and guardians to actively participate in Digital Citizenship Week through the parent center, email updates, and other suitable platforms. These efforts will empower them with knowledge about AI-generated content in pictures and videos and best practices in navigating such situations; ~~appropriate mediums to teach them about online scams, AI manipulation in pictures and videos, and best practices for such instances;~~ and, be it finally

Resolved, That District staff will update the Board regarding ~~this matter~~ digital citizenship no later than May 2025 through a presentation during that month's Committee of the Whole or through an informative.

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# TAB 17



## Board of Education Report

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File #: Res-019-24/25, Version: 1

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Ms. Goldberg - Support for Measure US, Proposition 2, and Proposition 4, Local and State Bonds that will Modernize Schools and Mitigate the Impacts of Climate Change in Our Communities (Res-019-24/25) (Waiver of Board Rule 72)

Whereas, Los Angeles Unified School District schools require an estimated \$80 billion in upgrades and modernization that are currently unfunded, and that these capital projects are necessary to students' learning, college and career preparedness, safety, health, and well-being;

Whereas, California has no permanent funding stream for school repairs, and nearly 40% of California students attend schools that do not meet minimum facilities standards, leaving students statewide to deal with leaking roofs, insufficient access to shade and nature, and the impacts of asbestos, mold, lead, and other hazards;

Whereas, The climate change crisis has ushered in an era of extreme heat events, catastrophic fires, and vulnerable water supplies, and these new realities threaten the well-being of Los Angeles Unified School District students, families, staff, and their communities;

Whereas, Measure US, the Los Angeles Unified School District facilities bond, would raise \$9 billion to replace aging and deteriorating school facilities, including school technology infrastructure and equipment, enhance accessibility, expand food services, provide green schoolyards and outdoor learning environments, and promote energy efficiency;

Whereas, Proposition 2, "The K-12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024," would raise \$10 billion to fund construction and modernization of school facilities, career technical education facilities, lead remediation, asbestos abatement, roof replacement, air conditioning, secure school entry, and matching funds for schoolyard greening; and

Whereas, Proposition 4, "The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024," would raise \$10 billion to pay for climate and environmental projects addressing extreme heat mitigation, drinking water, groundwater, flooding, wildfires, and sea rise, and which would make funds available for local parks and green schoolyards; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District strongly endorses Measure US, Proposition 2, and Proposition 4; and, be it finally

Resolved, That by adoption of this resolution, the Board encourages all voting-age students, their families, and District staff to ensure they are registered to vote, that they have a plan to vote, and that they have learned about these critical proposals as well as the other measures, propositions, and candidates on their ballot.



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# TAB 18



## Board of Education Report

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**File #: Res-017-24/25, Version: 1**

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Ms. Gonez - Reckoning with Our Past, Honoring Our Present: Developing a Los Angeles Unified Land Acknowledgement (Res-017-24/25) (For Action November 19, 2024)

Whereas, The Los Angeles Unified School District (District) recognizes that we occupy land that was originally and is still inhabited and cared for by the Gabrieleno Tongva and FernandenPo Tataviam tribes;

Whereas, The Gabrieleno Tongva People inhabited the region Tovangar, known today as the Greater Los Angeles Basin, which is the distinct community of the present day San Gabriel Band of Mission Indians (Gabrieleno Tongva Tribal Council) that originated in the cultures of the period preceding the establishment of the San Gabriel Mission from which the natives received the name Gabrieleno;

Whereas, The Fernandeno Tataviam People inhabited the region of Northern Los Angeles County and eastern Ventura County that includes San Fernando, Simi Valley, Santa Clarita, and Antelope Valleys that originated in the cultures of the period preceding the establishment of Mission San Fernando from which the natives received the name Fernandeno;

Whereas, The District proudly serves students self-identified as American Indian /Alaskan Native and Indigenous, including those who are Gabrieleno Tongva and FernandenPo Tataviam, and the District is pursuing a campaign to improve identification of this student group;

Whereas, From an early age students are exposed to pervasive cultural narratives that normalize eurocentrism and white supremacy, which can promote anti-indigeneity and erasure of minority students and be alienating for native and indigenous students;

Whereas, In 2020 the District took a significant step to combat this history of exclusion in the curriculum and adopted the resolution “Ethnic Studies for All Students: Reaffirming our commitment to Ethnic Studies in Los Angeles Unified” to further expand the ethnic studies curriculum throughout all grade levels and make the completion of at least one ethnic studies course a high school graduation requirement starting in the current school year 2024-25 (Res-001-20/21);

Whereas, The District has previously formally recognized the historical and current injustices committed against native and indigenous groups and disinvestment in native and indigenous students and, in 2021, the Board created a 10 million dollar fund dedicated to supporting the unique needs of Native American and Indigenous students and ensuring LAUSD schools affirm their linguistic, cultural, and historic backgrounds and promote their achievement and wellbeing;

Whereas, In 2021 the District formally urged the Office of Federal Acknowledgement within the Office of the Assistant Secretary - Indian Affairs of the Department of the Interior to grant long overdue formal Federal recognition of The FernandenPo Tataviam Band of Mission Indians (Res-017-20/21); and

Whereas, The District must join the State of California and County of Los Angeles in exploring the historical relationship between the District, Native Americans and indigenous students and families in the spirit of truth, healing, and reconciliation; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District apologizes on behalf of the Los Angeles Unified School District to tribal governments and communities for the history of maltreatment, subjugation, neglect and trauma that the California public education system has inflicted on the Gabrieleno Tongva, FernandenPo Tataviam, and other local tribes;

Resolved further, That the District acknowledges that colonization in what now constitutes Los Angeles Unified School boundaries resulted in land seizure, disease, slavery, relocation, genocide, multigenerational trauma, and educational disparities, and we are committed to truth, healing, cooperation and to elevating the stories, culture, and community of the original inhabitants of this land;

Resolved further, That the District shall collaborate with local tribes to explore the historical record and relationship between the District and native and indigenous students, families, and communities, including the District's policies, procedures, and practices that may have harmed Native American and indigenous students, and to develop a public land acknowledgement statement on behalf of the District accompanied by an educational campaign to raise awareness and ensure students have access to educational resources that support their understanding of the history of the land occupied by LAUSD;

Resolved further, That the forthcoming public land acknowledgement be brought back to the Board for a formal vote no later than June 2025 and, once approved, be publicly posted on the District's website with the accompanying educational resources and tools for students and school communities to utilize;

Resolved further, That the District explore the feasibility and options for honoring the history of the land occupied by District and atoning for past injustices, reporting back on findings when the land acknowledgement is considered, including:

- Providing professional development to educators at all grade levels on native histories, the impact of colonization on native tribes and on the land we now occupy, and on the continued existence and culture of local tribes;
- Providing an update on and promoting the Indigenous student identification campaign effort currently underway with the goal of better capturing the number of American Indian/Alaskan Native and Indigenous students served by the District;
- Inclusion of stories, literature, and instruction that centers native voice and native tribes throughout the curricula, especially in grades TK-8, and providing an update to the Board on the implementation of AB1703 and AB1821 to provide accurate instruction on the treatment of Native Americans during Spanish colonization in California;
- District review of school names and mascots to ensure they comply with our existing policies around cultural sensitivities and affirmations in alignment with AB 3074;
- Establishing a dedicated position to work with tribes in alignment with the current efforts of the Multilingual and Multicultural Education Department;
- Prioritizing the inclusion of native plants in the District's design plans for outdoor improvements and greening projects;
- Providing resources to educators in recognition of Indigenous People's Day, National Day of Remembrance, California Native American Day, Native American Heritage Month, and, where

- appropriate, National Awareness Day for Missing or Murdered Indigenous Women and Girls;
- Increasing the representation of native artists in the painting of murals on school campuses, and, be it finally,

Resolved, That the District reaffirms its support and advocacy for the federal recognition of the Gabrieleno Tongva and Fernandenbo Tataviam and commits itself to advocating for the federal recognition of the First People of Los Angeles County.



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# TAB 19



## Board of Education Report

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**File #: Res-020-24/25, Version: 1**

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Dr. McKenna - Recognizing November as National Runaway and Homeless Youth Prevention Month (Res-020-24/25) (For Action November 19, 2024)

Whereas, November is National Runaway and Homeless Youth Prevention Month;

Whereas, Runaway and homeless youth, defined as young people between 12 and 24 years of age, have the least access to essential opportunities and supports;

Whereas, The prevalence of runaways and homelessness among youth is staggering, with studies suggesting that nationally between 1,600,000 and 2,800,000 youth up to 24 years of age experience homelessness every year, of which an overrepresentation, compared to the general youth population, are youth of color, gay, lesbian, bisexual, or transgender;

Whereas, Based on national surveys and California's youth population, an estimated 200,000 youth under 18 years of age, and thousands more who are 18 to 24 years of age, are homeless for one or more days each year;

Whereas, The percentage of unaccompanied homeless youth who are unsheltered in California stands at 68.2 percent, which is the second highest in the country. California also has 29 percent of the homeless youth in the country, the largest number of homeless youth of any state;

Whereas, An estimated 44,007 children and youth experienced homelessness in Los Angeles County in the 2023-2024 school year;

Whereas, Runaway and homeless youth flee conflict, abuse, neglect, or increasingly, poverty in their homes. They have become disconnected from educational systems and the workforce, and do not have the skills and financial resources to live on their own. The factors impacting youth homelessness are complex and differ from those impacting other homeless populations;

Whereas, Runaway and homeless youth who live on the street are victims of physical abuse, sexual exploitation, human trafficking, and crime in untold numbers. An estimated 300,000 youth are either victims or at risk of becoming victims of the commercial sexual exploitation of children each year, and sixty percent of these victimized children are homeless;

Whereas, Homeless youth tend to have started using drugs at a younger age, often before 15 years of age. Early drug use and abuse is predictive of serious adult addiction problems and long-term homelessness;

Whereas, Youth who "age out" of the foster care system are at an increased risk of homelessness, and represent an estimated 20 percent of the 20,000 youth who leave foster care and are currently homeless;

Whereas, Youth without a high school diploma are 346 percent more likely to experience homelessness than their peers who complete high school;

Whereas, Providing safe, stable, and permanent housing for runaway and homeless youth is a family, community, state, and national priority, and homeless youth are considered one of the unique populations in the homeless community by the United States Interagency Council on Homelessness;

Whereas, The future well-being of our state depends on the value we place on our youth, and, in particular, on our actions to provide the most vulnerable young people in the state with opportunities to acquire the knowledge, skills, and abilities they need to find and maintain stable housing and develop into healthy and productive adults;

Whereas, When targeted resources are invested, we see a significant increase in the number of communities with youth-specific housing and programs that will help prevent youth from becoming chronically homeless. California has increased the number of youth beds from 3,159 in 2015 to 6,240 in 2023;

Whereas, The California Coalition for Youth has operated the California Youth Crisis Line (1-800-843-5200), 24 hours a day, seven days a week, for over 30 years as the state's only emergency response system for youth in crisis, and which began offering chat-to-text counseling services in 2016;

Whereas, The California Coalition for Youth, along with other community-based organizations, providers, and advocates, are sponsoring California's thirteenth annual Runaway and Homeless Youth Prevention Month to increase awareness and action on behalf of youth at risk or currently living on the street;

Whereas, The Governing Board of the Los Angeles Unified School District recognizes the important role education can play in preventing and ending youth homelessness; the District provides assistance to children, youth, and families experiencing homelessness ensuring their access to the same free, appropriate public education, including public preschools, provided to other children and youth; and

Whereas, Awareness of the tragedy of youth experiencing homelessness and its causes must be heightened to ensure greater support for effective programs aimed at preventing homelessness and helping youth remain off the streets; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District declares November 2024 Homeless Youth Awareness Month; and, be it finally

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

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**TAB 20**





## Board of Education Report

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File #: Sup Res -005-24/25, Version: 1

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Appointment of Alternate Member to the School Construction Bond Citizens' Oversight Committee (Sup Res-005-24/25)

Resolved, That the Governing Board of the Los Angeles Unified School District ratifies the appointment of Dr. Bevin Ashenmiller, representing the Los Angeles Tenth District of the California Congress of Parents, Teachers and Students, Inc. (10th District PTSA), as an alternate member to the School Construction Bond Oversight Committee for a two-year term commencing immediately. Dr. Ashenmiller is not an employee, official, vendor, contractor, or consultant of the District.



507a

Leslie Menjivar  
President  
President@10thDistrict  
213.745.7114

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300 Corporate Pointe Walk Suite 225 Culver City, CA 90230 Main 213-745-7114 [office@10thDistrict.org](mailto:office@10thDistrict.org) [www.10thdistrict.org](http://www.10thdistrict.org)

September 4th, 2024

Jackie Goldberg  
Board President  
Los Angeles Unified School District Board of Education  
333 South Beaudry Street, 24th Floor  
Los Angeles, CA 90017

Dear Ms. Goldberg,

The Los Angeles Tenth District of the California Congress of Parents, Teachers, and Students, Inc. (10th District PTSA) hereby nominates Bevin Ashenmiller to serve as our alternate on the Los Angeles Unified School District Construction Bond Citizens' Oversight Committee.

Sincerely,

Leslie Menjivar  
District President  
Los Angeles Tenth District of the California Congress of Parents, Teachers and Students, Inc.

cc: Michael McLean, Executive Officer of the Board of Education  
Los Angeles Unified School District  
333 South Beaudry Street, 24th Floor  
Los Angeles, California 90017  
Facsimile: (213) 241-8953

**BEVIN ASHENMILLER**

1600 Campus Road  
 Los Angeles, CA 90041  
 (323) 259-2905  
 bevin(at)oxy.edu

**EDUCATION:**

University of California, Santa Barbara, Ph.D., Economics, 2006  
 Fields: Resource and Environmental Economics, Econometrics

Princeton University, A.B., Slavic Languages and Literature, 1992

**PROFESSIONAL EXPERIENCE:****Occidental College Department of Economics**

Chair, 2023 - present

Associate Professor, 2012 – present

Assistant Professor, 2005 – 2012

*Sixteen years of experience teaching entry level and upper division classes in Economics. Supervised hundreds individual student research projects primarily in areas evaluating the impact of an environmental program or policy.*

**Occidental College**

Faculty Director of Sustainability, August 2020 – present

*Work directly with the Occidental College Department of Facilities. Proposed and implemented and updated the \$3.5 million green revolving fund. Supervise student workers, currently designing an updated and expanded EV charging system and waste composting structure. Coordinates with academic affairs and student affairs on issues of sustainability and waste management.*

**Occidental College Climate Resilience and Equity Task Force**

Co-chair (with Professor Shamasunder), May 2022 – February 2023

*The primary goal of the Occidental College Climate Resilience and Equity (OCCRE) Task Force is to develop an overall strategy for the college's climate justice strategy, such as carbon reduction, water resources management, extreme heat resiliency and environmental justice. The work of OCCRE will help guide our efforts to reach zero emissions by 2050. Over the course of the next year, 2022-2023, OCCRE, consisting of faculty, staff, students and alumni will educate, collaborate, and articulate a plan for the future that enables the college to put into operation a culture of sustainability and justice. Such efforts are critical in protecting our environment now and in the future.*

**Occidental College Academic Planning Committee**

Social Science Representative (elected position), 2020 – December 2022

*Elected position to evaluate curricular innovations, determine hiring, and evaluate and support long-term department curricular planning. As a resources-constrained institution we work to determine, evaluate and communicate the core mission of the college using appropriate qualitative and quantitative measures.*

**Los Angeles Unified School District (LAUSD) School Construction Bond Citizens' Oversight Committee**

Measure RR Planning Taskforce on Equity, Chair, April 2021 – January 2022

Student Parent Representative, June 2017 – June 2021

Vice-Chair, August 2018 – June 2021

*Worked and provided leadership to the 15-member independent oversight panel established as part of the requirements of the LAUSD school construction bond measures. The mission of the BOC is to oversee the permissible and prudent expenditure of funds for the construction, repair, and modernization of schools. The most recent Bond, Measure RR, authorizes the district to issue and sell up to \$7,000,000,000 in aggregate principal to provide financing of specific school facilities projects. The Measure RR Planning Taskforce recommendations included the collection and tracking of specific data that could be used to evaluate the district's commitment to use the Measure RR bond program to address instructional inequities and ensure equity.*

**Project Pericles**

Faculty Leader, 2019

*Co-taught a civic engagement course in which students were introduced to educational, economic, environmental, and public health perspectives related to urban green schoolyard design and implementation. The course included off-campus visits to school sites and presentations by experts in landscape design, water conservation, and public education. The course culminated with a green schoolyard project with community partners in the Northeast Los Angeles neighborhood.*

**Occidental College Title IX Office**

Deputy Coordinator Faculty, August 2016 - June 2018

*As part of the Title IX staff the deputy coordinator from the faculty participates in the intake and management of cases and designs and implements faculty trainings on the college sexual misconduct policy. Additionally, I worked with the Title IX coordinator on how and when to communicate and train the community at large following best practices from the field and data from our own institution.*

**Occidental College Faculty Council**

Member (elected position), 2014 – 2018

*The faculty council works on faculty governance and collaborates with the college leadership on issues of importance to the faculty.*



**Collaborative for High Performance Schools (CHPS)**

National Technical Committee (Water) member, February 2017 - June 2017

*Worked on the specifications for the water criteria of the CHPS standards update.*

**American Economic Association Committee on the Status of Women in the Economics Profession (CSWEP)**

Board Member, 2013 - 2015

**White House Council of Economic Advisors**

Senior Economist for Energy and the Environment, August 2012 - July 2013

*As the Senior Economist on Energy and the Environment I worked on environmental regulations as part of the rule-making process. Worked as a team writing the Economic Report of the President. CEA convened the interagency process that updated the 2010 Social Cost of Carbon. Partnered with Katharine Abraham as part of joint task force between CEA and the OMB on Evidence-Based Policy Innovation. We brought together groups of civil servants from agencies whose mandates overlap to brainstorm ways in which policies can generate data on desired outcomes, which could then be integrated back into policy innovation. This joint task force ultimately became the Social and Behavioral Sciences Team.*

**Claremont McKenna College Department of Economics**

Visiting Assistant Professor, 2003 - 2005

**SELECTED RESEARCH***In Progress*

Evaluating the impact of Living Schoolyards on the Academic, Behavioral and Health of Urban Elementary School Students, with Marcella Raney (Kinesiology).

An Evaluation of the Impact of Outdoor and Environmental Education on Students' Health, Academics, and Wellbeing, with Diana Ngo (Occidental College).

Using Ecological Schoolyards as Climate Change Adaptation Policy: Costs and Benefits, with Sharon Danks (Green Schoolyards America).

*Published and Forthcoming Papers*

“Climate Change and the Path Toward Sustainable Energy Resources”, *The Economic Report of the President*, The Annual Report of the Council of Economic Advisors, United States Government Printing Office, 2013

Anti-SLAPP legislation and Citizen Enforcement: Measuring the “Chill” of Strategic Lawsuits, with Catherine S. Norman, November 2011, *The B.E. Journal of Economic Analysis and Policy (Topics)*.

The Effect of Income on Recycling Behavior in the Presence of a Bottle Law: New Empirical Results, May 2011, *American Economic Review*.

Externalities from Recycling Laws: Evidence from Crime Rates, Spring 2010, *American Law and Economics Review*.

The Economics of Recycling for Profit: Cash Recycling as an Efficiency Enhancing Anti-Poverty Program, August 2009, *Land Economics*.

#### **SELECTED OCCIDENTAL COLLEGE SERVICE**

**Faculty Representative on National Searches:** Assistant Vice President for Hospitality and Auxiliary Services (2022), Director of Facilities Search (2021), Search Committee Economics Department (2007, 2014, & 2017), Vice President of Student Affairs Search Committee (2016/2017), Child Development Center Director (2016/2017), Interim Dean Search Committee (2015/2016), Chief of Campus Safety Search (2014)

**Faculty Representative on Trustee Committees:** Vice President of Building and Grounds Committee (2021 – present), Student Life and Enrollment Management Committee (2019 – 2020), Investment Committee (2007 – 2009 & 2010 – 2012)

**College-Wide Committees:** Academic Planning Committee Social Science Representative (2020 – present), Faculty Council Sub-Committee on Finance (2006 - 2009 & 2014 – 2016), College Budget and Strategic Advisory Committee 2014 - 2016 Faculty Council Liaison (2014 – 2016), Environmental Stewardship Task Force Co-Chair (2011), Residential Life Working Group (2010 – 2011), Sustainability Committee (2011 – present), Green Revolving Fund Committee (2014 – present), Urban and Environmental Policy Advisory Committee, Public Health Advisory Committee

#### **SELECTED PROFESSIONAL ACTIVITIES AND GRANTS**

*Invited Seminars, Presentations and Workshops*

Project Pericles Faculty Leader (2019), Children and Nature Network International Leadership Summit (2018), Public Health, Water, and Environmental Justice: A Case for School Landscapes, American Society of Landscape Architects (2018), Making the Economic Case for Green Schoolyards, Minneapolis Federal Reserve Bank (2017), 1200 Play Yards: A Panel Discussion Exploring the Potential of LA's Public Lands, NAC and The Association of Women in Architecture (2017), Glass Half Empty, the Water Crisis, Princeton Alumni Faculty Forum Panel (2017), International School Yards Alliance Workshop on School Diversity, Berlin (2017), AERE Field Experiments: Design, Methods and Applications Workshop (2015), Teaching Innovations Program in Economics, American Law and Economics Association Meeting (2009), NBER Summer Environmental and Energy Economics Workshop (2009).

*Grants*

State of California, Department of Forestry and Fire Protection, Founding the California School Forest System (2022 – Earth Island Institute), Center for Green Schools at the U.S. Green Building Council Pitch Fest Award (2015), Faculty Enrichment Grant, Occidental College (2009-2011), John and Dora Haynes Foundation, Faculty Research Grant (2008), Robinson Scholar Grant, Occidental College (2006-2022).

*Reviewer:* American Economic Review, American Law and Economics Review, Economic Inquiry, Environment and Development Economics, Journal of Environmental Economics and Management, Journal of Policy Analysis and Management, Land Economics, Resource and Energy Economics, Science, and the MIT Press.

# TAB 21





## Board of Education Report

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File #: 004-24/25, Version: 1

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### **Charter Petitions for Public Hearing**

October 22, 2024

Charter Schools Division

#### **Math and Science College Preparatory** (Board District 1, Region West)

Consideration of the level of support for a renewal start-up independent charter petition requesting to serve up to 532 students in grades 9-12 beginning its next term in the 2025-2026 school year, with a proposed location of 3202 W. Adams Blvd., Los Angeles, CA 90018.

#### **Stella Elementary Charter Academy** (Board District 1, Region West)

Consideration of the level of support for a renewal start-up independent charter petition requesting to serve up to 479 students in grades TK-4 beginning its next term in the 2025-2026 school year, with a proposed location of 2636 S. Mansfield Ave., Los Angeles, CA 90016 and 4196 Marlton Ave., Los Angeles, CA 90008.

**LIST OF CHARTER PETITIONS FOR PUBLIC HEARING**

**BOARD OF EDUCATION MEETING  
OCTOBER 22, 2024**

|    | PETITION NAME                        | TYPE OF CHARTER      | PROP. 39 (Y/N) | PERFORMANCE CATEGORY (H/M/L <sup>1</sup> ) | ACTION TYPE | BD | REGION | PROPOSED ADDRESS OR TARGET LOCATION                                                        | PROPOSED GRADE LEVELS | ENROLLMENT | PROPOSED # OF STUDENTS | TERM REQUESTED (By Petitioner) |
|----|--------------------------------------|----------------------|----------------|--------------------------------------------|-------------|----|--------|--------------------------------------------------------------------------------------------|-----------------------|------------|------------------------|--------------------------------|
| 1. | Math and Science College Preparatory | Start-Up Independent | No             | M                                          | Renewal     | 1  | W      | 3202 W. Adams Blvd., Los Angeles, CA 90018                                                 | 9-12                  | 535        | 532                    | 2025-2030                      |
| 2. | Stella Elementary Charter Academy    | Start-Up Independent | No             | M                                          | Renewal     | 1  | W      | 2636 S. Mansfield Ave., Los Angeles, CA 90016 and 4196 Marlton Ave., Los Angeles, CA 90008 | TK-4                  | 257        | 479                    | 2025-2030                      |
| 3. |                                      |                      |                |                                            |             |    |        |                                                                                            |                       |            |                        |                                |
| 4. |                                      |                      |                |                                            |             |    |        |                                                                                            |                       |            |                        |                                |
| 5. |                                      |                      |                |                                            |             |    |        |                                                                                            |                       |            |                        |                                |

<sup>1</sup> H = High, M = Medium, L = Low

[Return to Order of Business](#)

# TAB 22



# Los Angeles Unified School District

512

333 South Beaudry Ave,  
Los Angeles, CA 90017

## Board of Education Report

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File #: ROC-003-24/25, Version: 1

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Report of Correspondence



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

October 22, 2024

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. A&M Law               | Summons and Complaint for Personal Injury; Application for appointment of Guardian Ad Litem; Case No. 24VECV04087; Superior Court of the State of California, for the County of Los Angeles; Eva Larina by and through his GAL Marianna Karapetian, Plaintiff v. Los Angeles Unified School District; and Does 1-50, Defendants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2. Arthur Kim Law Firm   | Summons & Complaint for Damages: 1) Failure to Accommodate Religious Belief or Observance; 2) Religious Discrimination; 3) Religious Harassment; 4) Failure to Accommodate Disability and Medical Condition; 5) Failure to Engage in Interactive Process to Determine Reasonable Accommodation for Disability and Medical Condition; 6) Discrimination Based on Disability and Medical Condition; 7) Harassment Based on Disability and Medical Condition; 8) Retaliation in Violation of FEHA; 9) Failure to Prevent Discrimination, Harassment and Retaliation; Case No. 24STCV06919; Superior Court of the State of California, for the County of Los Angeles; Sally Richardson-Liljedahl, an individual, Plaintiff v. Los Angeles Unified School District, and Does 1-100, inclusive, Defendants. |
| 3. Brock & Gonzales, LLP | Complaint for Damages: 1) Negligence – Gov’t Code Sections 815.2, 815.4, 815.6 & 820; 2) Negligent Supervision of a Minor – Gov’t Code Sections 815.2 & 820; 3) Breach of Mandatory Duty (Under Education Code Sections 44807 & 49079) – Gov’t Code Sections 815.2, 815.6, & 820; 4) Negligent Hiring – Gov’t Sections 815.2, 815.4 & 820; 5) Negligent Supervision – Gov’t Code Sections 815.2, 815.4 & 820; Case No. 23STCV18176; Superior Court of the State of California, for the County of Los Angeles; Samuel Isai Escobar Moreno by and through his GAL Rosa Idalia Moreno Garcia, Plaintiff v. Los Angeles Unified School District; and Does 1-50, Inclusive Defendants.                                                                                                                     |

4. Brock & Gonzalez, LLP  
Complaint for Damages: 1) Discrimination in violation of the FEHA; 2) Harassment in violation of the FEHA; 3) Retaliation in violation of the FEHA; and 4) Failure to investigate and prevent in violation of the FEHA; Case No. 24STCV20947; Superior Court of the State of California, for the County of Los Angeles; Malchie-Melchor La'Viollette, Plaintiff v. Los Angeles Unified School District; and Does 1-50, Defendants.
5. Brock & Gonzalez, LLP  
Summons & Plaintiff's Complaint for Damages for: 1) Negligence – Gov't Code §§ 815.2, 815.4, 815.6 & 820; and 2) Breach of Mandatory Duty (Under Education Code Section 44807) – Gov't Code §§ 815.2, 815.6 & 820; Case No. 24LBCV01675; Superior Court of the State of California, for the County of Los Angeles; Joel C., by and through his guardian ad litem, Yoneida C., an individual, Plaintiff v. Los Angeles Unified School District, a government entity; and Does 1 through 50, Defendants.
6. California Civil Rights Department  
Summons & Civil Rights Complaint for Injunctive Relief and Damages; Case No. 24STCV19578; Superior Court of the State of California, for the County of Los Angeles; California Civil Rights Department, an agency of the State of California, Plaintiff v. Los Angeles Unified School District, a government entity, Defendant.
7. Carrillo Law Firm  
Summons and Complaint for Damages: Negligence/Wrongful Death; Case No. 24STCV24415; Superior Court of the State of California, for the County of Los Angeles; Maria Juarez, and Estate of Shaylee Mejia, Plaintiff v. Los Angeles Unified School District; and Does 1-20, Defendants.
8. Chat Law Group  
Summons & Complaint: 1) Negligence; 2) Premises Liability; and 3) Dangerous Condition of Public Property (Gov. Code § 815 et seq.); Case No. 24STCV20342; Superior Court of the State of California, for the County of Los Angeles; Juventino Rojas, an individual, Plaintiff v. Los Angeles Unified School District, et al., Defendants.
9. Delcin Consulting Group  
Summons & Complaint for: 1) Discrimination in Violation of FEHA [Govt. Code § 12940 et seq.]; 2) Harassment in Violation of FEHA [Govt. Code § 12940 et seq.]; 3) Retaliation in Violation of FEHA [Gov. Code § 12940(h)]; 4) Failure to Prevent Discrimination and Harassment in Violation of FEHA [Govt. Code § 12940(k)]; 5) Failure to Accommodate in Violation of FEHA [Govt. §§ 12940(m) and (n)]; 6) Retaliation for Requesting Accommodation in Violation of FEHA [Govt. Code § 12940(m)(2)]; 7) Hostile

Work Environment and Harassment [Cal. Code Regs Tit. 2, §11019]; 8) Interference with CFRA Rights [Govt. Code § 12945.2(1)]; 9) Retaliation in Violation of CFRA [Gov. Code § 12945.2]; 10) Intentional Infliction of Emotional Distress; Case No. 24STCV22232; Superior Court of the State of California, for the County of Los Angeles; Thomas Woolsey, an individual, Plaintiff v. Los Angeles Unified School District, and Does 1 through 50, Defendants.

10. Downtown LA Law Group

Summons & Complaint: 1) Negligent Failure to Supervise (Cal. Govt. Code § 815.2); Case No. 24STCV19716; Superior Court of the State of California, for the County of Los Angeles; Brianna Alexa Recinos, a Minor, by and through her Guardian ad litem, Christopher Recinos, Plaintiff v. Los Angeles Unified School District, a public entity; and Does 1 to 50, inclusive, Defendants.

11. Downtown LA Law Group

Summons and Complaint for Damages: 1) Assault; 2) Battery; 3) Intentional Infliction of Emotional Distress; 4) Negligent Hiring, Supervision and Retention; 5) Negligence; Case No. 24STCV23043; Superior Court of The State of California for the County of Los Angeles; Boston Robert Lee King, a minor, by and through his GAL Kendra Shorts., Plaintiff, v. Los Angeles Unified School District; and Does 1-50, Inclusive, Defendants.

12. Harding Law APC

Summons & Complaint for Personal Injury; Case No. 24VECV04004; Superior Court of the State of California, for the County of Los Angeles; Dylan Lubin by and through his Guardian Ad Litem Justin Lubin, Plaintiff v. Los Angeles Unified School District, and Does 1 to 25, Defendants.

13. McReynolds | Vardanyan, LLP

Summons & Complaint and Demand for Jury Trial: 1) Negligence; Case No. 24NWCv02681; Superior Court of the State of California, for the County of Los Angeles; Bryan Saenz, a minor, by and through his guardian ad litem Silvia Saenz, Plaintiff v. Los Angeles Unified School District, a public entity, and Does 1 through 50, inclusive, Defendants.

14. Panis | Shea | Ravipudi LLP

Summons & Complaint: 1. Negligence (Govt. Code § 815.2); Case No. 24STCV20173, Superior Court of the State of California, for the County of Los Angeles; Xylee Alvarez. an individual, by and through her Guardian ad litem, Fanny Vences, Plaintiff v. Los Angeles Unified School District. et al., Defendants.

15. Qureshi Law PC  
Summons & Complaint for Damages for: 1. Negligence; 2. Negligent Training, Supervision. and Retention; 3. Violations of the Bane Act; 4. Violations of the Ralph Civil Rights Act; 5. Battery; 6. Assault; Case No. 24STCV22903, Superior Court of the State of California, for the County of Los Angeles; R.E., a minor. by and through his guardian ad litem Grace Delesk. Plaintiff v. Los Angeles Unified School District. et al., Defendants.
16. Reed Law  
Complaint for Damages: 1) Dangerous Condition of Public Property (Govt. Code Section 835 et seq); 2) Premises Liability; 3) Negligence; Case No. 23STCV29680; Superior Court of the State of California, for the County of Los Angeles – Central District Unlimited Civil Case; Elijah Villa by and through his GAL Maria Leija, Plaintiff v. Los Angeles Unified School District; and Does 1-60, Defendants.
17. Scherwin Law Firm  
Summons & Complaint for Damages: 1) Failure to Accommodate in Violation of the FEHA; 2) Failure to Engage in a Good Faith Interactive Process in Violation of the FEHA; 3) Discrimination in Violation of the FEHA; 4) Retaliation in Violation of the FEHA; 5) Failure to Prevent Discrimination and Retaliation; Case No. 24STCV17192; Superior Court of the State of California, for the County of Los Angeles; Maryam Ghazaan, an individual, Plaintiff v. Los Angeles Unified School District, a government entity; and Does 1 through 25, inclusive, Defendants.
18. Seber Bulger LLP  
Summons & Complaint for Damages: 1) Negligence Based on Gov't §§ 815.2, 815.6 & 820; 2) Negligent Hiring, Supervision, Training, and Retention Based on Gov't Code §§ 815.2, 815.6 & 820; Case No. 24TRCV01669; Superior Court of the State of California, for the County of Los Angeles; K.G., a minor, by and through her guardian ad litem, E.M., Plaintiff v. Los Angeles Unified School District and DOES 1 through 100, Inclusive, Defendant.
19. Slater Slater Schulman  
Complaint for personal injuries and damages from childhood sexual abuse; Case No. 24STCV23491; Superior Court of The State of California for the County of Los Angeles; Jane Doe J.M.F., Plaintiff, v. Los Angeles Unified School District; and Does 1-60, Inclusive, Defendants.
20. Taylor & Ring, LLP  
Summons & Complaint for: Personal Injuries and Damages Arising from Childhood Sexual Abuse and Assault; Case No. 24STCV18964; Superior Court of the State of California, for the County of Los Angeles; Jane Doe, an



individual, Plaintiff v. Los Angeles Unified School District, et al., Defendants.

21. Terri Milner  
Summons & Complaint for: 1) General Negligence; 2) Intentional Tort; Case No. 24NNCV03292; Superior Court of the State of California, County of Los Angeles; Taya Lynn Jones by and through her mother Terri Milner, Plaintiff v. Los Angeles Unified School District, Defendant.
22. Terri Milner  
Summons & Complaint: General Negligence and Intentional Tort; Case No. 24NNCV03291; Superior Court of the State of California, County of Los Angeles; Taya Lynn Jones by and through her mother Terri Milner, Plaintiff v. Los Angeles Unified School District, Defendant.
23. Terri Milner  
Summons & Complaint for: 1) General Negligence; 2) Intentional Tort; Case No. 24NNCV03293; Superior Court of the State of California, County of Los Angeles; Terri Milner, Plaintiff v. Los Angeles Unified School District, Defendant.
24. Terri Milner  
Summons & Complaint: 1) General Negligence; 2) Intentional Tort; Case No. 24NNCV03294; Superior Court of the State of California, County of Los Angeles; Terri Milner, Plaintiff v. Los Angeles Unified School District, Defendant.

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> |
|------------|--------------------------------------------------------------------------------|-----------------------|------------------------------------|-----------------------|
| 25.        | John Nojima<br>Lederer & Nojima LLP                                            | Damages               | Adan Farias<br>Claudia Landaverde  | 05-10-24              |
| 26.        | Alex Cherniss                                                                  | Damages               | Alex Cherniss c/o Finn<br>Cherniss | 09-08-24              |
| 27.        | Alfred Hilderbrand                                                             | Damages               | Alfred Hilderbrand                 | Throughout 2024       |
| 28.        | Ana P. Colaj                                                                   | Damages               | Ana P. Colaj (Jefte I.<br>Colaj)   | 01-30-24              |
| 29.        | Caspar Jivalagian<br>KJT Law Group                                             | Damages               | Angel Brighter Gonzalez            | 05-29-24              |
| 30.        | Marianna Oustinovskaya<br>Custodio and Dubey LLP                               | Damages               | Angel Quezada                      | 08-19-24              |
| 31.        | Angel Carrazco<br>Carrazco Law, APC                                            | Damages               | Anthony Allan Garcia               | 08-23-24              |
| 32.        | Angel Carazco Jr.<br>Carrazco Law, A.P.C                                       | Damages               | Antonio Garcia Zepeda              | 08-23-24              |
| 33.        | Luis A. Carrillo<br>Michael S. Carillo                                         | Damages               | Ariadna Perez Guerrero,<br>a minor | 05-22-24              |
| 34.        | Thomas A. Cifarelli<br>Alexandra Laine<br>Baldermann<br>The Cifarelli Law Firm | Damages               | Arlene Iniguez                     | 2004-2005             |
| 35.        | Jazmine Gomez<br>DTLA Law                                                      | Damages               | Ashton Wiley                       | 02-28-24              |
| 36.        | Levin & Nalbandyan                                                             | Damages               | Bella Madelyn<br>Rodriguez-Cardona | 09-06-24              |

|     |                                                                                  |         |                                                        |               |
|-----|----------------------------------------------------------------------------------|---------|--------------------------------------------------------|---------------|
| 37. | Jong Lee<br>Lee & Rosenzweig                                                     | Damages | Benjhamin Mejia                                        | 03-15-24      |
| 38. | Vardan Boyazhyan<br>VB & Associates                                              | Damages | Candy Quixtan                                          | 07-10-24      |
| 39. | Gabriel Mendoza<br>Easton & Easton                                               | Damages | Carlos Samayoa                                         | 05-29-24      |
| 40. | Jazmine Gomez<br>DTLA Law Group                                                  | Damages | Carson White                                           | 03-21-24      |
| 41. | Court Purdy<br>Paoli & Purdy LPC                                                 | Damages | Claudia Serrano                                        | 04-18-24      |
| 42. | Jazmine Gomez<br>DTLA Law                                                        | Damages | Cristian Avina                                         | 02-27-24      |
| 43. | Oshea Orchid<br>Sethi Orchid Miner LLP                                           | Damages | Dean Ledesma                                           | Various Dates |
| 44. | Denise Jackson                                                                   | Damages | Denise Jackson                                         | 03-11-24      |
| 45. | Jazmine Gomez o/b/o/<br>Derek Alexander<br>Henriquez<br>Downtown LA Law<br>Group | Damages | Derek Alexander<br>Henriquez                           | 04-03-24      |
| 46. | Law Office of Jacob<br>Emrani                                                    | Damages | Dwayne Stedward<br>Brown                               | 04-03-24      |
| 47. | Sharona Eslamboly<br>Hakim<br>Law Offices of<br>Eslamboly Hakim                  | Damages | Eddy Carvajal-<br>Villagomez by GAL<br>Mildred Mariela | 02-28-24      |
| 48. | Theida Salazar<br>Salazar Evans, LLP                                             | Damages | Edward Jones                                           | 04-18-24      |

|     |                                                    |         |                        |                                     |
|-----|----------------------------------------------------|---------|------------------------|-------------------------------------|
| 49. | Melissa Ogunnubi<br>MacDonald & Cody,<br>LLP       | Damages | Elizabeth Zion Seres   | Cross-complaint<br>filed on 8/19/24 |
| 50. | Juan Hernandez                                     | Damages | Emely Hernandez        | 08-21-24                            |
| 51. | Downtown LA Law<br>Group                           | Damages | Emiliano Calderon      | 02-22-24                            |
| 52. | Essam Youssef                                      | Damages | Essam Youssef          | 08-14-24                            |
| 53. | Muhammad Ali<br>Samer Habbas &<br>Associates, PC   | Damages | Georgina Lopez         | 07-31-24                            |
| 54. | Jazmine Gomez<br>DTLA Law Group                    | Damages | Halo Crawford          | 03-22-24                            |
| 55. | Gary Berkovich<br>Law Offices of Gary<br>Berkovich | Damages | Isidro Perez           | 03-19-24                            |
| 56. | Alex DiBona                                        | Damages | Jaqueline Lopez        | Not provided                        |
| 57. | Ardy Pirnia                                        | Damages | Jasai Stevenson        | 08-26-24                            |
| 58. | Caleb Blumenshine<br>DTLA Law Group                | Damages | Jisselda Melton        | 03-18-24                            |
| 59. | Jorge Cruz Zambrano                                | Damages | Jorge Cruz Zambrano    | 07-25-24                            |
| 60. | Ryan Daneshrad<br>LA Century Law                   | Damages | Kaliyah Burks          | 01-10-24                            |
| 61. | Loren Nizinski<br>McNicholas &<br>McNicholas, LLP  | Damages | Karin Kroener-Valdivia | Various dates                       |



|     |                                                                       |         |                                      |                       |
|-----|-----------------------------------------------------------------------|---------|--------------------------------------|-----------------------|
| 62. | Christopher M. Bunge<br>Watt, Tieder, Hoffar &<br>Fitzgerald, LLP     | Damages | Kemp Bros. Construction<br>– COP 129 | See Attachment        |
| 63. | Christopher M. Bunge<br>Watt, Tieder, Hoffar &<br>Fitzgerald, LLP     | Damages | Kemp Bros. Construction<br>– COP 141 | See Attachment        |
| 64. | Christopher M. Bunge<br>Watt, Tieder, Hoffar &<br>Fitzgerald, LLP     | Damages | Kemp Bros. Construction<br>– COP 147 | See Attachment        |
| 65. | Theida Salazar<br>Salazar Evans, LLP                                  | Damages | Keyanna Bean-Smith                   | 04-18-24              |
| 66. | Daniel Cha<br>Greenberg Gross LLP                                     | Damages | Kidist Jatana                        | 08-13-24              |
| 67. | Angel Carazco Jr.<br>Carrasco Law, A.P.C                              | Damages | Kimberly Garcia                      | 08-23-24              |
| 68. | Gregory Wong<br>Lyfe Law, LLP                                         | Damages | Kristy Beaudry                       | Ongoing               |
| 69. | Alan Blanco<br>Rafii & Associates                                     | Damages | Kylie Perez                          | 04-28-04,<br>04-30-24 |
| 70. | Ana Lima<br>Laurel Canyon Self<br>Storage                             | Damages | Laurel Canyon<br>Self-Storage        | 07-24-24              |
| 71. | Caleb Blumenshine<br>o/b/o/ Lexy Ricalday<br>Downtown LA Law<br>Group | Damages | Lexy Ricalday                        | 04-12-24              |
| 72. | Angel Carazco Jr.<br>Carrasco Law, A.P.C                              | Damages | Lidia Cervantes Oregel               | 08-23-24              |
| 73. | Angel Carrasco<br>Carrasco Law, APC                                   | Damages | Lidia Oregel Cervantes               | 08-23-24              |
| 74. | Luis Mata                                                             | Damages | Luis Mata                            | 09-19-24              |

|     |                                                             |         |                                                 |                       |
|-----|-------------------------------------------------------------|---------|-------------------------------------------------|-----------------------|
| 75. | Marcela Garcia                                              | Damages | Marcela Garcia, Diego Quintana                  | 11-07-23              |
| 76. | Theida Salazar Salazar Evans, LLP                           | Damages | Marcell Jones                                   | 04-18-24              |
| 77. | Marina Gasparyan National Document Center                   | Damages | Marina Goktchyan                                | 05-04-23              |
| 78. | Brent Gerome Moaddel Kremer & Gerome, LLP                   | Damages | Marjorie Elizabeth Henriquez Menendez           | 06-21-24              |
| 79. | Brent Gerome Moaddel Kremer & Gerome LLP                    | Damages | Marjorie Elizabeth Henriquez Menendez           | 06-21-24              |
| 80. | Jazmine Gomez DTLA Law Group                                | Damages | Michael Khachatryan                             | 02-27-24              |
| 81. | Ashley Silva-Guzman JLG Lawyers                             | Damages | Mingjie Zhai                                    | 06-11-23              |
| 82. | John Darling Hunt Ortmann Palffy Nieves Darling & Mah, Inc. | Damages | Morillo Construction, Inc.                      | 05-15-23              |
| 83. | John Darling Hunt Ortmann Palffy Nieves Darling & Mah, Inc. | Damages | Morillo Construction, Inc.                      | 05-15-23              |
| 84. | Rosanna Uniza                                               | Damages | Rosanna Uniza                                   | 10-04-13 through 2024 |
| 85. | Jemma E. Dunn Greenberg Gross LLP                           | Damages | Rudolfo Munoz Jemma E. Dunn Greenberg Gross LLP | 02-27-24              |
| 86. | Jazmine Gomez DTLA Law Group                                | Damages | Rylee Spaulding                                 | 03-08-24              |

|     |                                                                |                 |                                                                    |                                                                                                          |
|-----|----------------------------------------------------------------|-----------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 87. | Michael M. Lum<br>Leonidou & Rosin<br>Professional Corporation | Damages         | S.J. Amoroso<br>Construction Co., LLC                              | 11-27-23                                                                                                 |
| 88. | Jazmine Gomez<br>DTLA Law Group                                | Damages         | Sergio Pena                                                        | 03-07-24                                                                                                 |
| 89. | Marina Gasparyan<br>National Document<br>Center                | Damages         | Serob Kalashyan                                                    | 05-04-23                                                                                                 |
| 90. | Sylmar Curiel                                                  | Damages         | Sylmar Curiel<br>on behalf of<br>Sebastian Albarran<br>("S.A.")    | Various dates                                                                                            |
| 91. | Sylmar Curiel                                                  | Damages         | Sylmar Curiel on behalf<br>of minor son, Sebastian<br>Albarran     | Multiple dates<br>from March 5,<br>2024, to date.<br>Injuries also<br>occurred prior to<br>March 5, 2024 |
| 92. | Tony Kalashyan<br>Sarkisyan Law Group                          | Damages         | Tony Kalashyan                                                     | 05-04-23                                                                                                 |
| 93. | Tony Tong                                                      | Damages         | Tony Tong                                                          | 09-09-24                                                                                                 |
| 94. | Jeanette Hild<br>21 <sup>st</sup> Century Casualty<br>Company  | Vehicle Damages | 21 <sup>st</sup> Century Casualty<br>Company a/s/o Londale<br>Bass | 04-19-24                                                                                                 |
| 95. | Al Akopyan                                                     | Vehicle Damages | Alexander Melkonov                                                 | 09-12-24                                                                                                 |
| 96. | Alisa Nasedova                                                 | Vehicle Damages | Alisa Nasedova                                                     | 11-30-23                                                                                                 |
| 97. | Alissa Anderson                                                | Vehicle Damages | Alissa Anderson                                                    | 08-12-24                                                                                                 |
| 98. | Caryn Cogert-Rayfiel                                           | Vehicle Damages | Caryn Cogert-Rayfiel                                               | 08-22-24                                                                                                 |

|      |                                                     |                 |                                      |          |
|------|-----------------------------------------------------|-----------------|--------------------------------------|----------|
| 99.  | Danelle Miscione                                    | Vehicle Damages | Danelle Miscione                     | 09-06-24 |
| 100. | Vahan Saakian<br>Emperador Law<br>Firm PC           | Vehicle Damages | David Balakeseryan                   | 09-09-24 |
| 101. | Edi Yee Man Tsang                                   | Vehicle Damages | Edi Yee Man Tsang                    | 09-06-24 |
| 102. | Madai Arellano<br>State Farm Claims                 | Vehicle Damages | Elvira Rodriguez                     | 08-08-24 |
| 103. | Anna Okhovat<br>Okhovat Law Firm                    | Vehicle Damages | Emanuel Sasoon                       | 09-11-24 |
| 104. | Eran Feig                                           | Vehicle Damages | Eran Feig                            | 09-16-24 |
| 105. | Frank Vincent Miscione                              | Vehicle Damages | Frank Vincent Miscione               | 09-06-24 |
| 106. | George Stewart                                      | Vehicle Damages | George Stewart                       | 09-18-24 |
| 107. | Michael D. Waks<br>Law Office of Michael D.<br>Waks | Vehicle Damages | Ja’Naya Tillman                      | 08-26-24 |
| 108. | Jacinta M. Richardson                               | Vehicle Damages | Jacinta M. Richardson                | 03-13-24 |
| 109. | Jhon Jairo de la Cruz<br>Guerra                     | Vehicle Damages | Jhon Jairo de la Cruz<br>Guerra      | 06-12-24 |
| 110. | Martin Gasparian                                    | Vehicle Damages | Kameryn Lucias                       | 09-11-24 |
| 111. | Erikka Richmond<br>Liberty Mutual                   | Vehicle Damages | Kinto Carshare<br>Independent Driver | 08-22-24 |



|      |                                            |                 |                                             |          |
|------|--------------------------------------------|-----------------|---------------------------------------------|----------|
| 112. | Malissa Jackson                            | Vehicle Damages | Malissa Jackson                             | 09-09-24 |
| 113. | Maximilian Mosqueda                        | Vehicle Damages | Maximilian Mosqueda                         | 08-08-24 |
| 114. | Michelle Coronel                           | Vehicle Damages | Michelle Coronel                            | 09-25-24 |
| 115. | Miguel Toscano                             | Vehicle Damages | Miguel Toscano                              | 08-08-24 |
| 116. | Selisia ML Schwarz<br>Nationwide Insurance | Vehicle Damages | Nationwide Insurance<br>a/s/o James Justice | 03-11-24 |
| 117. | Otis Lockett                               | Vehicle Damages | Otis Lockett                                | 08-29-24 |
| 118. | Alfonso Ortega<br>Ortega Law, APC          | Vehicle Damages | Phillip Rouzan                              | 05-14-24 |
| 119. | Rubenia Carcamo                            | Vehicle Damages | Rubenia Carcamo                             | 09-26-24 |
| 120. | Ryan T. Stronk                             | Vehicle Damages | Ryan T. Stronk, Western<br>States Marketing | 07-02-24 |
| 121. | Sandra Patricia Ordonez                    | Vehicle Damages | Sandra Patricia Ordonez                     | 08-19-24 |
| 122. | Saul Freedman                              | Vehicle Damages | Saul Freedman                               | 09-16-24 |
| 123. | Vardan Boyazhyan<br>VB & Associates        | Vehicle Damages | Sebastian Quixtan                           | 07-10-24 |
| 124. | Shirley Barillas Ochoa                     | Vehicle Damages | Shirley Barillas Ochoa                      | 03-21-24 |

|      |                                                    |                 |                                                                  |          |
|------|----------------------------------------------------|-----------------|------------------------------------------------------------------|----------|
| 125. | Joshua J. Zokaeem<br>The Capital Law Firm          | Vehicle Damages | Shirley Barillas Ochoa                                           | 03-21-24 |
| 126. | Kaitlyn Miyawaki<br>SubroClaims/Geico<br>Insurance | Vehicle Damages | Subro Claims, Inc. o/b/o<br>Geico Ins. a/s/o Moises<br>Inestroza | 03-25-24 |
| 127. | Lillian Sedaghat<br>Sedaghat Law Group             | Vehicle Damages | Susan Arebalo                                                    | 07-31-24 |
| 128. | Taylor Shae Coombes                                | Vehicle Damages | Taylor Shae Coombes                                              | 07-08-24 |
| 129. | Thai Ly                                            | Vehicle Damages | Thai Ly                                                          | 08-12-24 |
| 130. | Veronica Flores                                    | Vehicle Damages | Veronica Flores                                                  | 08-14-24 |
| 131. | Vivianna S. Rodriguez                              | Vehicle Damages | Vivianna S. Rodriguez                                            | 08-20-24 |

[Return to Order of Business](#)

# TAB 23



## Board of Education Report

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File #: Min-002-24/25, Version: 1

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Minutes for Board Approval (Min-002-24/25)

April 18, 2023 Regular Board Meeting, 1:00 p.m.

May 7, 2024 Regular Closed Session, 9:00 a.m.

May 7, 2024 Regular Board Meeting, 1:00 p.m.



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

REGULAR BOARD MEETING MINUTES  
333 South Beaudry Avenue, Board Room  
1:00 p.m., Tuesday, April 18, 2023

The Board of Education of the City of Los Angeles, acting as the Governing Board of the Los Angeles Unified School District, met in regular session on Tuesday, April 18, 2023, at the Los Angeles City Board of Education Administrative Offices, Board Room, 333 South Beaudry Avenue, Los Angeles, California.

Mr. Michael McLean, Executive Officer of the Board, called the meeting to order at 1:28 p.m.

The following Board Members were present: Dr. George McKenna, III, Dr. Rocio Rivas, Mr. Scott Schmerelson, Mr. Nick Melvoin, Ms. Kelly Gonez, Ms. Tanya Ortiz Franklin, and Board President Jackie Goldberg.

Student Board Member Nathaniel Shin was present.

Superintendent Alberto M. Carvalho was present.

The Pledge of Allegiance was led by students from Palisades Elementary School in Board District 4.

Remarks were heard from Ms. Goldberg regarding the tentative agreement between the District and United Teachers Los Angeles.

**BOARD PRESIDENT'S REPORTS**

LABOR PARTNERS

Mario Valenzuela, United Teachers Los Angeles (UTLA), shared remarks regarding the contract negotiations for SEIU, Local 99; the District's tentative agreement with UTLA; and, the school year calendar. He also urged the Board to vote no on Tab 4, Report No. 006-22/23, 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.

COMMITTEE CHAIR REPORTS

Remarks were heard from Mr. Schmerelson regarding Resolution 011-22/23, Remembering and Honoring the Holocaust, adopted at the January 18, 2023 Regular Board Meeting. The District recognizes the week of Sunday, April 16, through Sunday, April 23, 2023, as Days of Remembrance. Mr. Schmerelson asked for a moment of silence in memory of the victims, survivors, rescuers, and liberators of the holocaust.

Mr. Schmerelson reported on the April 12, 2023 Family and Community Engagement Committee.

## STUDENT VOICES

Mr. Shin made a presentation to the Board regarding the election of the next student Board Member.

**CONSENT ITEMS**

Remarks were heard from Ms. Goldberg regarding the Consent Calendar.

## NEW BUSINESS FOR ACTION:

Items for action below to be adopted by a single vote:

- Tab 1. BOARD OF EDUCATION REPORT NO. 188 – 22/23  
Service Employees International Union (SEIU) Local 99, Units B, C, F and G 2020-2021 Memorandums of Understanding and 2021-2024 Memorandums of Understanding
- Tab 2. BOARD OF EDUCATION REPORT NO. 187 – 22/23  
Procurement Actions  
\*Amend to withdraw Item K, Attachment B, and  
\*Amend to change funding source for item N, Attachment B, from Target Student Population to General Funds

Ms. Goldberg asked Mr. Schmerelson to include an agenda item at the April 25, 2023 Committee of the Whole meeting to discuss how the District decided on one evaluation system for grades 3-9, the impact of removing DIBELS in grades 3-12, and, all important issues regarding evaluation and assessment.

Mr. Mclean, Executive Officer of the Board, made the following statement:

In accordance with Section 1091.5(a)(8) of the Government Code, due to the Superintendent's status as a noncompensated Board Member of the 501(c)(3) contract recipient "Common Threads" – Item T, Contract No. 44000011222 of the Procurement Services Division report – notice of this interest shall be entered into the official record. Under the Government Code, the Board Membership is considered a "non-interest" and does not require recusal.

- Tab 3. BOARD OF EDUCATION REPORT NO. 132 – 22/23  
Facilities Contract Actions
- Tab 5. BOARD OF EDUCATION REPORT NO. 208 – 22/23  
Define and Approve the Pio Pico Middle School Roofing Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 6. BOARD OF EDUCATION REPORT NO. 209 – 22/23  
Define and Approve Four Sustainable Environment Enhancement Developments for Schools (SEEDS) Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein

- Tab 7. BOARD OF EDUCATION REPORT NO. 210 – 22/23  
Define and Approve Eight Board District Priority and Region Priority Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 8. BOARD OF EDUCATION REPORT NO. 216 – 22/23  
Approval of Routine Personnel Actions
- Tab 11. BOARD OF EDUCATION REPORT NO. 226 – 22/23  
Report of Cash Disbursements and Request to Reissue Expired Warrants  
\*Amend to adopt version 2
- Tab 12. BOARD OF EDUCATION REPORT NO. 227 – 22/23  
Donations of Money and Materials to the District
- Tab 13. BOARD OF EDUCATION REPORT NO. 231 – 22/23  
Education Compacts
- Tab 14. BOARD OF EDUCATION REPORT NO. 229 – 22/23  
Approval of the Proposed Material Revision for KIPP Pueblo Unido
- Tab 15. BOARD OF EDUCATION REPORT NO. 230 – 22/23  
Approval of the Issuance of a Notice of Violation for Academy of Media Arts

#### RESOLUTION REQUESTED BY THE SUPERINTENDENT

- Tab 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

- Tab 19. Report of Correspondence (ROC-010-22/23)

#### NEW BUSINESS FOR ACTION (continued)

- Tab 20. BOARD OF EDUCATION REPORT NO. 252 – 22/23  
Request for Board Authority to Pursue a Waiver to a Portion of Education Code 45272(a) through June 30, 2025

Mr. Mclean, Executive Officer of the Board, made the following statement earlier in the meeting:

Before action is taken on Board Report No. 252-22/23, Request for Board Authority to Pursue a Waiver to a Portion of Education Code 45272(a) through June 30, 2025, a public hearing must be held.

This constitutes a public hearing on the report, and a maximum of 12 individuals who wish to address the Board on the item will be heard. Those who wish to speak can register to speak using the Speaker Sign Up website: <https://boardmeeting.lausd.net/speakers> or by signing up in the rear of the Board Room. Speakers will be called by name.

Later in the meeting, the following speakers addressed the Board on Consent Items:

Board of Education Report No. 188 – 22/23, Service Employees International Union (SEIU) Local 99, Units B, C, F and G 2020-2021 Memorandums of Understanding and 2021-2024 Memorandums of Understanding

- David Tokofsky, Community Member

Board of Education Report No. 252 – 22/23, Request for Board Authority to Pursue a Waiver to a Portion of Education Code 45272(a), through June 30, 2025

- David Tokofsky, Community Member

---

President Goldberg passed the gavel to Mr. Schmerelson.

---

Remarks were heard from Board Members.

District staff responded to questions and comments from Board Members regarding Tabs 1, 2, and 13.

Ms. Ortiz Franklin requested the following from District staff regarding Tab 2, Attachment B, Item L:

- With only 21 of 102 vendor submissions accepted, provide information on how this compares to other procurement processes, and, why the District did not accept the partnerships for those not accepted.
- Provide more information on the rubric and scoring, what is the range of how many vendors/providers the District approves versus how many apply on average.

---

President Goldberg assumed the Chair.

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Board Members continued discussion on Tab 2, Tab 13 and Tab 15.

Remarks were heard from the Superintendent recognizing the efforts of SEIU Local 99 membership and leadership.

Remarks were heard from the Superintendent regarding the Education Compacts.

Jose Cole-Gutierrez, Director, Charter Schools Division, noted for the record, Exhibit 17 on page 8 should be updated to be Exhibit 21.



Ms. Gonez moved that the Consent Items be adopted with the following amendments:

- Board of Education Report No. 187-22/23, Procurement Actions, amend to withdraw Item K, Attachment B, and amend to change the funding source for item N, Attachment B
- Board of Education Report No. 226-22/23, Report of Cash Disbursements and Request to Reissue Expired Warrants, amend to adopt Version 2 of the report.

Mr. Schmerelson seconded the motion.

On roll call vote and with the following exceptions, the Consent items were adopted, 7 ayes.

- Dr. Rivas recorded a no vote on Tab 2, Item M, and abstained on Item T.
- Board of Education Report No. 187-22/23 was adopted as amended.
- Board of Education Report No. 226-22/23 was adopted as amended.

Mr. Shin recorded an advisory vote of aye.

- - -  
President Goldberg modified the Order of Business.  
- - -

### **NEW BUSINESS FOR ACTION**

Tab 9. BOARD OF EDUCATION REPORT NO. 217 – 22/23  
Provisional Internship Permits

Dr. Rivas moved that the report be adopted. Mr. Melvoin seconded the motion.

On roll call vote, and with the following exception, the report was adopted, 6 ayes, 1 absent, Mr. Schmerelson:

- Ms. Goldberg recused herself on Item 1, Attachment A.

Later in the meeting, Mr. Schmerelson recorded an aye vote.

The final vote was 7 ayes.

Tab 10. BOARD OF EDUCATION REPORT NO. 218 – 22/23  
Resolution of Declaration of Need for Fully Qualified Educators

Ms. Gonez moved that the report be adopted. Mr. Melvoin seconded the motion.

The following speakers addressed the Board:

- Maria Daisy Ortiz

Dr. McKenna requested staff provide a list that identifies the placement of teachers by Board District.

After discussion and on roll call vote, the report was adopted, 7 ayes.

- - -

President Goldberg modified the Order of Business to allow action on a time certain item.

- - -

Tab 4. BOARD OF EDUCATION REPORT NO. 006 – 22/23  
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

Mark Hovatter, Chief Facilities Executive, introduced the item to the Board.

Remarks were heard from Board Members.

Mr. Hovatter and Jose Cole-Gutierrez, Director, Charter Schools Division, responded to questions by the Board Members.

The following speakers addressed the Board:

- Tabatha Yelos, City of Los Angeles Council District 1
- Marc Krause, Community Member
- Nicolas Gardner, Sunrise Movement Los Angeles
- Janet Hurtado, Parent, and Elizabeth Hernandez, Alliance of California for Community Empowerment
- Mia Mejia, Student
- Hrag Hamalian, Principal
- Luis Grijalva, Student
- Zahra Ahmed, Student, and Melana Richardson, Student

Mr. Schmerelson moved that the report be adopted. Mr. Melvoin seconded the motion.

After discussion and on roll call vote, the item failed, 2 ayes, 3 noes, Dr. McKenna, Dr. Rivas, and Mr. Schmerelson, and 1 abstention, Ms. Goldberg.

Later in the meeting Ms. Gonez recorded an aye vote.

The final vote was 3 ayes, 3 noes, and 1 abstention.

Mr. Shin recorded an advisory vote of aye.

Later in the meeting Dr. McKenna made a motion to reconsider the action taken by the Board. Mr. Melvoin seconded the motion.

On roll call vote, the motion passed, 4 ayes, 2 noes, Dr. Rivas and Mr. Schmerelson, and 1 abstention, Ms. Goldberg.

Dr. McKenna made a motion to table this item to the May 9, 2023 Regular Board Meeting. Mr. Melvoin seconded the motion.

On roll call vote, the motion passed, 4 ayes, 2 noes, Dr. Rivas and Mr. Schmerelson, and 1 abstention,

Ms. Goldberg.

- - -

President Goldberg modified the Order of Business to allow action on a time certain item.

- - -

### **PUBLIC COMMENT**

The following speakers addressed the Board on the subjects indicated:

|                           |                                                   |
|---------------------------|---------------------------------------------------|
| Lakell White, Student     | Black Student Achievement Plan                    |
| Kyla Payne, Student       | Black Student Achievement Plan                    |
| Maria Palma, Parent       | Parent engagement                                 |
| Olivia Vaca, Student      | Incident at Garfield High School                  |
| Tre'niece Thomas, Student | Black Student Achievement Plan                    |
| Diana Guillen, Parent     | Unfair parent restrictions at parent committees   |
| Sahara Fisher, Student    | Incident at Garfield High School                  |
| Romy Griego, Student      | Implementation of Safe Passage Programs           |
| Janay Tyler, Parent       | Black Student Achievement Plan                    |
| Alberta Moore, Parent     | Special Education, Black Student Achievement Plan |
| Chloe Finley, Student     | Black Student Achievement Plan                    |
| Zoe Garner, Student       | Mental health support for students                |

- - -

President Goldberg modified the Order of Business to allow action on a time certain item.

- - -

### **BOARD MEMBER RESOLUTION FOR ACTION**

Dr. Rivas moved a waiver of Board Rule 72 to allow action on Res-018-22/23. Mr. Schmerelson seconded the motion, which was adopted, 6 ayes, 1 absent, Ms. Gonez.

Dr. Rivas moved the following resolution, with a 4:45 p.m. time certain.

Tab 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.

Mr. Schmerelson seconded the motion.

Remarks were heard from Dr. Rivas regarding the resolution.

The following speakers addressed the Board on the resolution:

- Edward Barsoumian, Armenian National Committee of America, Western Region
- Sophia Armen, Armenian-American Action Network
- John Tudhope, Special Education Teacher

Remarks were heard from Mr. Schmerelson regarding the resolution.

Ms. Ortiz Franklin offered the following amendments to the resolution:



LAUSD Support for Expanding Racial and Ethnic Categories in the 2030 Census and the Inclusion of a Specific Armenian and Latino Checkbox (Res-018-22/23) (Waiver of Board Rule 72)

Insert after the third Whereas:

Whereas, the new draft questionnaire combines race and ethnicity into one category that along with a new MENA category includes a category for “Hispanic or Latino” as a “race or ethnicity” instead of the current questionnaire’s separation of race and ethnicity which limits people who identify as Latina/o/x/e or Hispanic; and

Update in the last Resolved:

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, along with support for the inclusion of the “Hispanic or Latino” category. ~~and Armenian American community of Los Angeles and the U.S. as a whole.~~

With the consent of the resolution’s mover and seconder, the amendments were accepted as friendly.

After discussion and on roll call vote, the resolution was adopted as amended, 6 ayes, 1 absent, Ms. Gonez.

Later in the meeting Ms. Gonez recorded an aye vote.

The final vote was 7 ayes.

The final resolution reads as follows:

Dr. Rivas, Mr. Schmerelson, Dr. McKenna, Mr. Melvoin, Ms. Gonez, Ms. Ortiz Franklin, Ms. Goldberg - LAUSD Support for Expanding Racial and Ethnic Categories in the 2030 Census and the Inclusion of a Specific Armenian and Latino 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, The new draft questionnaire combines race and ethnicity into one category that along with a new MENA category includes a category for “Hispanic or Latino” as a “race or ethnicity” instead of the current questionnaire’s separation of race and ethnicity which limits people who identify as Latina/o/x/e or Hispanic;

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, along with support for the inclusion of the “Hispanic or Latino” category.

- - -

President Goldberg resumed the Order of Business

- - -

### **SUPERINTENDENT’S REPORTS**

Introductory remarks were heard from Superintendent Carvalho.

Dr. Frances Baez, Chief Academic, made a presentation to the Board regarding Summer School Programs.

School communities can access information at the website: [summerschool.lausd.net](http://summerschool.lausd.net).

Remarks were heard from Board Members.

Dr. Baez and Pedro Garcia, Senior Executive Director, Division of Instruction, responded to questions from Board Members.

### **BOARD MEMBER RESOLUTION FOR INITIAL ANNOUNCEMENT**

The following resolution will be for action at the May 9, 2023 Regular Board Meeting:

Tab 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)

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.

### **ADJOURNMENT**

Mr. Schmerelson moved that the meeting be adjourned in memory of Robert Crain, former LAUSD Educator.

The meeting adjourned at 5:51 p.m.

APPROVED BY THE BOARD:

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JACKIE GOLDBERG  
PRESIDENT

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MICHAEL MCLEAN  
EXECUTIVE OFFICER OF THE BOARD



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

REGULAR BOARD MEETING MINUTES  
Including Closed Session Items  
333 South Beaudry Avenue, Board Room  
9:00 a.m., Tuesday, May 7, 2024

The Los Angeles Board of Education acting as the Governing Board of the Los Angeles Unified School District met in regular session on Tuesday, May 7, 2024, at the Administrative Offices, Board Room, 333 South Beaudry Avenue, Los Angeles, California.

Executive Officer of the Board Michael McLean called the meeting to order at 9:02 a.m.

The following Board Members were present: Dr. George J. McKenna III, Dr. Rocio Rivas, Mr. Scott Schmerelson, Mr. Nick Melvoin, Ms. Kelly Gonez, Ms. Tanya Ortiz Franklin, and Board President Jackie Goldberg.

Superintendent Alberto M. Carvalho arrived at 9:14 a.m.

CLOSED SESSION ITEMS (Purpose and Authority)

Mr. McLean announced that the following items would be discussed in closed session:

1. Student Discipline Matters (Education Code Section 48918[c][f])
2. Conference with Legal Counsel

Anticipated Litigation (Government Code Section 54956.9[d][4])

1 case

Pending Litigation (Government Code Section 54956.9[d][1])

Jane Doe S.G. v. Def. Doe 1

Los Angeles Superior Court Case No. 20STCV07820

Doe, Jane v. Los Angeles Unified School District

Los Angeles Superior Court Case No. BC659059

Ramirez, Maria v. Sergio Carrillo, et al.

Los Angeles Superior Court Case No. 22STCV22279

3. Personnel (Government Code Section 54957)

Public Employee Discipline/Dismissal/Release

Public Employment

Associate General Counsel II (4)  
 Chief Academic Officer  
 Chief Medical Director  
 Chief of Legislative Affairs and Governmental Relations  
 Chief of School Operations  
 Chief of Special Education and Specialized Programs  
 Chief of Staff  
 Chief Risk Officer  
 Chief Strategy Officer  
 Deputy Chief Business Officer, Operations  
 Deputy Chief of Staff  
 Deputy Chief Procurement Officer (Facilities)  
 Deputy Director of Facilities Maintenance and Operations (2)  
 Deputy Director of Facilities Planning and Development  
 Deputy Director of Facilities Project Execution (2)  
 Deputy Superintendent, Business Services & Operations  
 Director of Budget Services and Financial Planning  
 Director of Environmental Health & Safety  
 Director of Facilities Planning and Development  
 Director of Facilities Projects Execution  
 Director of Food Services  
 Director of Labor Relations  
 Director of Transportaion  
 Education Transformation Officer  
 Executive Director, Adult and Career Education  
 Executive Director, Beyond the Bell Programs  
 Executive Director, Early Childhood Education  
 Executive Director, Federal & State Education Program  
 Executive Director, Human Resources (Staff Relations)  
 Executive Director, Multilingual and Multicultural Education  
 Executive Director, Office of Data and Accountability  
 Executive Director, Secondary Education  
 Executive Director, Special Education  
 Executive Director, Student Integration Services  
 Executive Director, Student Mental Health and Wellness Services  
 Regional Superintendent (2)  
 Senior Administrator, IT Customer Support  
 Senior Advisor to the Superintendent  
 Senior Director of Engagement and Partnerships  
 Senior Director, School Culture, Climate and Safety  
 Senior Executive Director, Strategy and Innovation

#### Superintendent's Evaluation

4. Conference with Labor Negotiators (Government Code Section 54957.6)  
     Negotiator: Dr. Murphy  
     Employee Organizations:  
         Associated Administrators of Los Angeles  
         California School Employees Association  
         Los Angeles County Building and Construction Trades Council

Los Angeles School Police Association  
 Los Angeles School Police Management Association  
 Service Employees International Union, SEIU Local 99  
 Teamsters  
 United Teachers Los Angeles  
 District Represented Employees and Contract Management Personnel

Negotiator: Ms. Navera Reed  
 Unrepresented Employees:

Associate General Counsel II (4)  
 Chief Academic Officer  
 Chief Medical Director  
 Chief of Legislative Affairs and Governmental Relations  
 Chief of School Operations  
 Chief of Special Education and Specialized Programs  
 Chief of Staff  
 Chief Risk Officer  
 Chief Strategy Officer  
 Deputy Chief Business Officer, Operations  
 Deputy Chief of Staff  
 Deputy Chief Procurement Officer (Facilities)  
 Deputy Director of Facilities Maintenance and Operations (2)  
 Deputy Director of Facilities Planning and Development  
 Deputy Director of Facilities Project Execution (2)  
 Deputy Superintendent, Business Services & Operations  
 Director of Budget Services and Financial Planning  
 Director of Environmental Health & Safety  
 Director of Facilities Planning and Development  
 Director of Facilities Projects Execution  
 Director of Food Services  
 Director of Labor Relations  
 Director of Transportaion  
 Education Transformation Officer  
 Executive Director, Adult and Career Education  
 Executive Director, Beyond the Bell Programs  
 Executive Director, Early Childhood Education  
 Executive Director, Federal & State Education Program  
 Executive Director, Human Resources (Staff Relations)  
 Executive Director, Multilingual and Multicultural Education  
 Executive Director, Office of Data and Accountability  
 Executive Director, Secondary Education  
 Executive Director, Special Education  
 Executive Director, Student Integration Services  
 Executive Director, Student Mental Health and Wellness Services  
 General Manager, KLCS  
 Regional Superintendent (2)  
 Senior Administrator, IT Customer Support  
 Senior Advisor to the Superintendent  
 Senior Director of Engagement and Partnerships  
 Senior Director, School Culture, Climate and Safety

PUBLIC SPEAKING

The following speakers addressed the Board on the subjects indicated:

Tab 1: Student Discipline Matters

- Rita Hall
- Juan Maldonado
- Cindy Arazo

Tab 3: Personnel

- Graciela Navarrete
- Erlinda Morita
- Paula Meneses
- Lluvia Sainz
- Verenice Miron

Tab 3: Personnel

- David Tokofsky

General Public Comment

- Maria Luisa Palma, School Safety
- Monica Arrazola, School Safety
- Juan Mangandi, School and Community Safety
- Laura Toro, School Safety
- Janeth Galindo, School Police back in schools
- Maria Daisy Ortiz, School Safety
- Eduardo Arraga, Standardized Testing
- Milan, Standardized Testing
- Marlese Panameno, School Safety
- Diana Guillen, School Safety, School Police
- Carol Landaverde, School Safety
- Karla Franco, School Safety
- Abraham Romero, School Safety
- Jimena, School Police back in schools
- Lara Abel, Bullying in schools, school safety
- Sara Cohen, Passover Message
- Esther Ravid, Passover Message
- Sophi Ryan, Chronic absenteeism in schools

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The Board recessed the public portion of the closed session meeting at 10:12 a.m. Closed session discussion began at 10:27 a.m. and ended at 1:36 p.m. All Board Members were present for the closed session discussion.

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The Board reconvened the public portion of the closed session meeting at 1:40 p.m.



The following Board Members were present: Dr. George J. McKenna III, Dr. Rocio Rivas, Mr. Scott Schmerelson, Mr. Nick Melvoin, Ms. Kelly Gonez, Ms. Tanya Ortiz Franklin, and Board President Jackie Goldberg.

Superintendent Carvalho was present.

Mr. McLean announced the following reportable actions as a result of the closed session discussion:

The Board of Education approved the expulsion of students in case numbers 063-23/24, 064-23/24, 065-23/24, 066-23/24, 067-23/24, 068-23/24, 069-23/24 and 070-23/24 with the recommended disposition. The vote was 7 ayes.

The Board of Education approved the conditional enrollment of student in case number 018A with the recommended disposition. The vote was 7 ayes

The Board of Education denied enrollment of the student in case number 016A. The vote was 7 ayes.

The Board of Education authorized a settlement in the case of Jane Doe S.G. v. Def. Doe 1 et. al Los Angeles Superior Court Case No. 20STCV07820. Terms and conditions will be available upon the finalization of the agreement. The vote was 7 ayes.

The Board of Education authorized an appeal in the case of Doe, Jane v. Los Angeles Unified School District et. al. Los Angeles Superior Court Case No. BC659059. Terms and conditions will be available upon the finalization of the agreement. The vote was 7 ayes.

The Board of Education authorized a settlement in the case of Ramirez, Maria v. Sergio Carrillo, et al. Los Angeles Superior Court Case No. 22STCV22279. Terms and conditions will be available upon the finalization of the agreement. The vote was 7 ayes.

The Board of Education authorized the dismissal of 3 Classified employees, and 4 Certificated employees. The Board further authorized the non reelection of 32 Certificated probationary employees. The vote was 7 ayes.

The Board of Education made the following appointments with a term starting July 1, 2024 and ending June 30, 2025 or 2026 as follows:

Keith Abrahams in the position of Executive Director, student Integration Services  
 Martha Alvarez in the position of Chief of Legislative Affairs and Governmental Relations  
 Tony Atienza in the position of Director of Budget Services and Financial Planning  
 David Baca in the position of Regional Superintendent  
 Frances Baez in the position of Chief Academic Officer  
 Jorge Ballardo in the position of Deputy Chief Procurement Officers (Facilities)  
 Steve Boehm in the position of Deputy Director of Facilities Project Execution  
 Dennis Brandburn in the position of Deputy Director of Facilities Maintenance and Operations  
 Aaron Cory Bridgewater in the position of Director of Facilities Planning and Development  
 Mary Lu Camacho in the position of Senior Administrator, IT Customer Support  
 Andres E. Chait in the position of Chief of School Operations  
 Derrick Chau in the position of Senior Executive Director, Strategy and Innovation  
 Mark Cho in the position of Deputy Director of Facilities Projects Execution

Greg Garcia in the position of Director of Facilities Projects Execution  
 Peter Hastings in the position of Executive Director, Human Resources (Staff Relations)  
 Marcos Hernandez in the position of Associate General Counsel II  
 Jose Huerta in the position of Regional Superintendent  
 My Huynh in the position of Associate General Counsel II  
 Jaime Jimenez in the position of General Manager, KLCS  
 William R. Johnston in the position of Executive Director, Office of Data and Accountability  
 Daniel Kang in the position of Director of Transportation  
 Sung Yon Lee in the position of Deputy Chief Business Officer, Operations  
 Deborah Loxton in the position of Executive Director, Beyond the Bell Programs  
 Smita Malhotra in the position of Chief Medical Director  
 Mark A. Miller in the position of Associate General Counsel II  
 Renny L. Neyra in the position of Executive Director Adult and Career Education  
 Mampre Pomakian in the position of Associate General Counsel II  
 Pedro Salcido in the position of deputy Superintendent Business Services and Operations  
 Manish Singh in the position of Director of Food Services  
 Lydia Acosta Stephens in the position of Executive Director, Multilingual and Multicultural Education  
 Dean Tagawa in the position of Executive Director, Early Childhood Education  
 David Tatevossian in the position of Deputy Director of Facilities Project Execution  
 Jaime Torrens in the position of Senior Advisor the the Superintendent  
 Carlos torres in the position of Director of Environmental Health & Safety  
 John Vladovic in the position of Executive Director, Secondary Education  
 Dawn Watkins in the position of Chief risk Officer  
 Alfonzo Webb in the position of Senior Director, School Culture, Climate and Safety  
 Amanda Wherit in the position of Deputy Chief of Staff  
 Robert Whitman in the position of Education Transformation Officer

The Board of Education made the following appointments with a term starting May 8, 2024 and ending June 30, 2025 or 2026 as follows:

Issam Dahdul in the position of Deputy director of Facilities Planning and Development  
 Joel Cisneros in the position of Senior Director of Emgagement and Partnerships  
 Gerardo Cervantes in the position of Executive Director, Federal & State Education Programs  
 Jose Soto in the position of Executive Director, Special Education  
 Robert A. Samples in the position of Director of Labor Relations

The Board of Education made the following appointments with a term starting July 1, 2024 and ending June 30, 2025 or 2026 as follows:

Carolyn Spaht Gonzalez in the position of Chief of Staff

Terms and conditions will be available upon the finalization of the agreement. The vote was 6 ayes, 1 abstention, Tanya Ortiz Franklin.

ADJOURNMENT

The meeting adjourned at 1:45 p.m.

APPROVED BY THE BOARD:

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MS. JACKIE GOLDBERG  
PRESIDENT

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MICHAEL MCLEAN  
EXECUTIVE OFFICER OF THE BOARD

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

**REGULAR BOARD MEETING MINUTES**

333 South Beaudry Avenue, Board Room, and  
1208 Magnolia Ave., Gardena, CA 90247  
1:00 p.m., Tuesday, May 7, 2024

The Los Angeles Board of Education acting as the Governing Board of the Los Angeles Unified School District met in regular session on Tuesday, May 7, 2024, at the Administrative Offices, Board Room, 333 South Beaudry Avenue, Los Angeles, California.

Board President Jackie Goldberg called the meeting to order at 1:50 p.m.

The following Board Members were present: Dr. George J. McKenna, III, Dr. Rocio Rivas, Mr. Scott Schmerelson, Mr. Nick Melvoin, Ms. Kelly Gonez, Ms. Tanya Ortiz Franklin, and Board President Jackie Goldberg.

Student Board Member Karen Ramirez was present.

Superintendent Alberto M. Carvalho was present.

The Pledge of Allegiance was led by students from Haskell Steam Magnet Elementary, Board District 3.

Remarks were heard from Ms. Goldberg regarding the recent protests at college campuses, and freedom of speech for students.

**BOARD PRESIDENT'S REPORTS**

**STUDENT VOICES**

Remarks were heard from Ms. Ramirez regarding the recent protests at college campuses and the importance of student voices.

**LABOR PARTNERS**

A representative for United Teachers Los Angeles expressed support for Tabs 16, 17, 18, and 20, and shared remarks about the budget cuts while demanding the District maintain all current positions at every school and that it restores all the carryover funds that have been taken from schools.

Gil Gamez, President, Los Angeles School Police Association, and Jason Muck, President, Los Angeles School Police Management Association, shared remarks regarding incidents at Northridge Middle School and Washington Prep High School, and the importance of school police.



## RECOGNITION OF CARLSTON OUTSTANDING TEACHERS OF AMERICA AWARD RECIPIENTS

Kirsten Farrell, Athletic Training Coordinator, Interscholastic Athletic Department, introduced Beverly Young, Ph.D., Executive Director, Above & Beyond, Inspiring Teachers, Changing Lives. Dr. Young spoke briefly about the award process, and introduced the two LAUSD recipients, Daniel Buccieri and Michelle Suarez. Remarks were heard from Ms. Suarez and Mr. Buccieri.

### COMMITTEE CHAIR REPORTS

Dr. Rivas reported on the April 11, 2024 Charter School Committee.

Mr. Schmerelson reported on the April 16, 2024 Committee of the Whole.

Mr. Melvoin reported on the April 16, 2024 Procurement/Facilities Committee.

Ms. Ortiz Franklin reported on the April 18, 2024 Safety/School Climate Committee.

Mr. Schmerelson reported on the May 1, 2024 Special Education Committee.

### RECOGNITION OF DISTRICT NURSING SERVICES

In honor of National Nurses Week, celebrated May 6 to May 12, Mr. Schmerelson recognized the work that school nurses do for students in the District. In representation of all school nurses, Mr. Schmerelson presented a certificate of recognition to Sosse Bedrossian, Director of District Nursing Services.

Ms. Goldberg expressed her appreciation to all school nurses, and shared remarks regarding the shortage of nurses for hire.

Ms. Bedrossian expressed her thanks to the Board on behalf of all school nurses and licensed vocational nurses districtwide.

### **SUPERINTENDENT'S REPORTS**

#### SAFE SCHOOL TASK FORCE ANNUAL UPDATE

Superintendent Carvalho shared remarks regarding the safety of students and school staff, and provided introductory remarks regarding the presentations.

Mr. Carvalho asked that the Board take a moment to recognize the classified employees of the year before staff begins the presentation.

Mr. Carvalho shared remarks regarding the following three 2024 classified employees:

- Norma Diaz, Community Representative, 24<sup>th</sup> Street Elementary School
- Rodrigo Rincon, Plant Manager 4, Panorama High School
- Joseph Federico, Senior Tile Layer, Central Shops

The three recipients were each presented with a certificate of recognition.

Ms. Goldberg asked Mr. Chait to proceed with the presentation.

Andres Chait, Chief of School Operations, made a presentation to the Board regarding the Safe School Task Force Annual Update, highlighting the following:

- The establishment of the Safe School Task Force
- Sub Committee meetings anchored by District staff
- Task Force recommendations

Ms. Goldberg paused the remaining presentations to allow for a time certain item.

- - -

President Goldberg modified the Order of Business to allow for a 3:00 P.M. time certain

- - -

Ms. Gonez moved version 3 of the following resolution, with a 3:00 p.m. time certain.

Tab 18. Ms. Gonez - Éxito y Promesa: Deepening and Expanding Support for Multi Language Learners (Res-027-23/24) (Noticed April 9, 2024)

Whereas, The Los Angeles Unified School District is proud to serve students who speak 98 different languages at home;

Whereas, Approximately 85,000 English Learners (EL), and 99,000 Reclassified Fluent English Proficient (RFEP) students make up approximately 44% of all students in the District;

Whereas, The Multi Language Learners (MLL) student population is heterogeneous including, among others, Potential Long-Term English Learners (PLTEL), Long-Term English Learners (LTEL), English Learner students with disabilities, English Learners identified as gifted and talented, as well as refugee and International Newcomer students, an MLL student population that has been rising steadily in recent years;

Whereas, The District is committed to supporting students who are Multi-Language Learners, including approximately 22,000 (5%) who are International Newcomers, as evidenced by ongoing efforts outlined in the District's Strategic Plan including targeted professional development, assigning trained staff to schools with a high concentration of International Newcomer students, providing instructional resources with EL-specific strategies to all teachers, assigning Multilingual Multicultural Academic Language Teams that support each region, and the creation of four International Network Academies and Dream Centers;

Whereas, The District is focused on decreasing the number of LTELs by providing targeted, supplemental supports in elementary and middle schools through the allocation of support staff who provide direct services to students and work with teachers to implement

research-based strategies such as those highlighted in [LAUSD UTK-12 Essential Instructional Approaches for Multilingual Learners](#);

Whereas, A measure of success for eliminating opportunity gaps is increasing EL reclassification rates to 25% (from 15.8% in 2019-20), and in the first year of the Strategic Plan, the District showed improvement in this area by increasing its EL reclassification rates to 21.8%;

Whereas, The 2023 Smarter Balanced Assessment (SBA) results show English Learners as the student group with the greatest Distance from Standard in English Language Arts, where the SBAs are comprehensive end-of-year assessments for English Language Arts/literacy and mathematics that measure progress toward college and career readiness;

Whereas, MLL high school students have class schedules that include state-required English Language Development (ELD) courses to achieve English proficiency which may delay access to a full range of courses, and the District is piloting a new grade-level ELD placement policy to expand ELs' access to grade-level coursework, including expediting International Newcomers' access to electives/grade-level English courses after their first year of ELD instruction;

Whereas, Newcomer students are a part of the overall MLL population but may also have unique needs, reflecting the traumas of the migration process, interrupted formal education, or other challenges, which necessitate specialized resources and programming;

Whereas, While wraparound services are available to newcomer students at the secondary level, the dispersal of newcomer elementary school students may pose resource gaps; and

Whereas, The 2022-2025 UTLA collective bargaining agreement includes a side letter Memorandum of Understanding "Support for Immigrant Students and Families", which includes establishing the joint District and UTLA "Immigrant Support Committee;" and

Whereas, The Strategic Plan indicates that the District will pursue eliminating opportunity gaps by creating an inclusive environment, acting on early warning indicators to ensure students remain on track, and offering multiple opportunities for intervention and credit recovery during and after school, among other strategies; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District reaffirms its commitment to ensuring that all MLL students have access to a rigorous, well-rounded, high-quality public education;

Resolved further, That the Superintendent shall assess the holistic needs of MLL students and their families, the current provision of services, and explore additional strategies to deepen support, including:

- Increasing access to a diverse academic portfolio (including A-G coursework, electives and the arts), enrichment opportunities, extracurricular activities, technology, social-emotional resources;
- Updating protocols and processes for communications with families to ensure cultural and linguistic appropriateness, awareness and understanding, including on the reclassification process and college preparation (e.g. for undocumented students and their unique financial aid needs), and improving partnership with families so

- they can be equipped and empowered to support their children’s learning at home;
- Increasing access to ~~Updating protocols for~~ language/interpretation services, especially in school communities where languages are spoken besides English and Spanish, such as Russian, Ukrainian, and indigenous languages from around the world;
- Building employee capacity to support all MLL students through culturally responsive practices and awareness of the social-emotional needs of newcomers, and creating career pathways including “grow your own” programs to ensure a pipeline of teachers who can meet the diverse needs of MLL and newcomer students;
- Creating partnerships with academic institutions and organizations specializing in multicultural education and the needs of International Newcomers; and
- Providing additional support to schools with high concentrations of MLL students and International Newcomers, such as providing additional staff, financial resources and wraparound services (e.g. legal and social-emotional support and resource hubs, such as Dream Resource Centers and enrollment supports, such as additional School Enrollment, Placement and Assessment (SEPA) Centers), and considering opportunities to add supports to schools midyear based on recent arrivals;
- Incorporating, in the District’s annual legislative and advocacy priorities, legislation that helps support the diverse needs of MLL and newcomer students; and be it finally

Resolved, That, with input from students, educators, and families, community organizations, and the LAUSD-UTLA Immigrant Support Committee, the Superintendent shall develop a revised Master Plan for English Learners plan for the 2025-2026 school year to fulfill the promise of our MLL students by addressing gaps in each of the areas listed above and report back to the Board on the implementation of the resolution in 120 days and as part of the annual Strategic Plan.

Ms. Ortiz Franklin seconded the motion.

Remarks were heard from Ms. Gonez regarding the resolution.

Ms. Gonez introduced Claudia Aragon, Director, Office of Immigrant Affairs, who spoke in support of the resolution.

Ms. Gonez introduced Dylan Cruz Pascual, multilingual learner student from James Monroe High School, Board District 6, who also spoke in support of the resolution and expressed his appreciation for the support of multilingual learners.

The following speakers addressed the Board on the resolution:

- Daisy Hernandez, Parent
- Juan Jose Mangandi, Community Representative
- Janeth Galindo, Parent
- Rocio Veliz, Central American Research Center
- Vanessa Aramayo, Alliance for a Better Community
- Francisco Moreno, Parent
- Ilse Escobar, Community Representative

- Eddie Mutz, LAUSD Student
- Francie, LAUSD Student
- Daniel, LAUSD Student

Remarks were heard from Dr. Rivas, Ms. Ramirez, Mr. Schmerelson, and Ms. Goldberg.

Ms. Gonez offered the following amendments to the resolution:

To be inserted after the fifth Whereas:

Whereas, The District provides supports to MLL students in the earliest years who attend preschool programs at the Early Education Centers and elementary schools, including a growing number of dual language early learning programs wherein MLL students can nurture their emerging bilingualism in a culturally relevant environment;

Edits made to the third to last Whereas:

Whereas, While wraparound services are available to newcomer students at the secondary level, ~~the dispersal of newcomer elementary school students may pose resource gaps~~ may exist in supporting newcomer students in early learning programs and elementary schools;

Edits made to bullets in the second Resolved:

- Increasing access to a diverse academic portfolio (including A-G coursework, electives and the arts), dual language immersion programs starting from the earliest years, enrichment opportunities, extracurricular activities, technology, social-emotional resources, and opportunities for additional supports outside of instructional time;
- Updating protocols and processes for communications with families to ensure cultural and linguistic appropriateness, awareness and understanding, including the benefits of and resources for supporting their home language while also learning English, the reclassification process and college preparation (e.g. for undocumented students and their unique financial aid needs), and improving partnership with families so they can be equipped and empowered to support their children's learning at home;
- Increasing access to language/interpretation services, especially in school communities where languages are spoken besides English and Spanish, such as Russian, Ukrainian, and indigenous languages from around the world;
- Building the capacity of certificated and classified employees ~~capacity~~ to support all MLL students through culturally responsive practices and awareness of the social-emotional needs of newcomers, and creating career pathways including "grow your own" programs to ensure a pipeline of teachers and staff who can meet the diverse needs of MLL and newcomer students beginning in preschool and transitional kindergarten;
- Creating partnerships with academic institutions and organizations specializing in multicultural education and the needs of International Newcomers as well as legal aid organizations or pro bono programs to provide legal support to immigrant students and their families;
- Providing additional support to schools with high concentrations of MLL students and International Newcomers, such as ~~providing~~ additional staff, financial resources, multilingual learning materials, dual language immersion programs from the earliest years, and wraparound services (e.g. legal and social-emotional support and resource hubs, such as Dream Resource Centers and enrollment supports, such as additional School Enrollment,



Placement and Assessment (SEPA) Centers), and considering opportunities to add supports to schools midyear based on recent arrivals;

- Incorporating, in the District's annual legislative and advocacy priorities, legislation that helps support the diverse needs of MLL and newcomer students; and be it finally

Edits made to the last Resolved:

Resolved, That, with input from students, educators, staff, families, community organizations, and the LAUSD-UTLA Immigrant Support Committee, the Superintendent shall develop a revised Master Plan for English Learners for the 2025-2026 school year to fulfill the promise of our MLL students by addressing gaps in each of the areas listed above and report back to the Board on the implementation of the resolution and overall investments made on behalf of MLL students in 120 days and as part of the annual Strategic Plan.

After discussion and on roll call vote, version 3 of the resolution was adopted as amended, 7 ayes.

Ms. Ramirez recorded an advisory vote of aye.

The final version of the resolution reads as follows:

Whereas, The Los Angeles Unified School District is proud to serve students who speak 98 different languages at home;

Whereas, Approximately 85,000 English Learners (EL), and 99,000 Reclassified Fluent English Proficient (RFEP) students make up approximately 44% of all students in the District;

Whereas, The Multi Language Learners (MLL) student population is heterogeneous including, among others, Potential Long-Term English Learners (PLTEL), Long-Term English Learners (LTEL), English Learner students with disabilities, English Learners identified as gifted and talented, as well as refugee and International Newcomer students, an MLL student population that has been rising steadily in recent years;

Whereas, The District is committed to supporting students who are Multi-Language Learners, including approximately 22,000 (5%) who are International Newcomers, as evidenced by ongoing efforts outlined in the District's Strategic Plan including targeted professional development, assigning trained staff to schools with a high concentration of International Newcomer students, providing instructional resources with EL-specific strategies to all teachers, assigning Multilingual Multicultural Academic Language Teams that support each region, and the creation of four International Network Academies and Dream Centers;

Whereas, The District is focused on decreasing the number of LTELs by providing targeted, supplemental supports in elementary and middle schools through the allocation of support staff who provide direct services to students and work with teachers to implement research-based strategies such as those highlighted in [LAUSD UTK-12 Essential Instructional Approaches for Multilingual Learners](#);

Whereas, The District provides supports to MLL students in the earliest years who attend preschool programs at the Early Education Centers and elementary schools, including a growing number of dual language early learning programs wherein MLL students can nurture their

emerging bilingualism in a culturally relevant environment;

Whereas, A measure of success for eliminating opportunity gaps is increasing EL reclassification rates to 25% (from 15.8% in 2019-20), and in the first year of the Strategic Plan, the District showed improvement in this area by increasing its EL reclassification rates to 21.8%;

Whereas, The 2023 Smarter Balanced Assessment (SBA) results show English Learners as the student group with the greatest Distance from Standard in English Language Arts, where the SBAs are comprehensive end-of-year assessments for English Language Arts/literacy and mathematics that measure progress toward college and career readiness;

Whereas, MLL high school students have class schedules that include state-required English Language Development (ELD) courses to achieve English proficiency which may delay access to a full range of courses, and the District is piloting a new grade-level ELD placement policy to expand ELs' access to grade-level coursework, including expediting International Newcomers' access to electives/grade-level English courses after their first year of ELD instruction;

Whereas, Newcomer students are a part of the overall MLL population but may also have unique needs, reflecting the traumas of the migration process, interrupted formal education, or other challenges, which necessitate specialized resources and programming;

Whereas, While wraparound services are available to newcomer students at the secondary level, resource gaps may exist in supporting newcomer students in early learning programs and elementary schools;

Whereas, the 2022-2025 UTLA collective bargaining agreement includes a side letter Memorandum of Understanding "Support for Immigrant Students and Families", which includes establishing the joint District and UTLA "Immigrant Support Committee;" and

Whereas, The Strategic Plan indicates that the District will pursue eliminating opportunity gaps by creating an inclusive environment, acting on early warning indicators to ensure students remain on track, and offering multiple opportunities for intervention and credit recovery during and after school, among other strategies; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District reaffirms its commitment to ensuring that all MLL students have access to a rigorous, well-rounded, high-quality public education;

Resolved further, That the Superintendent shall assess the holistic needs of MLL students and their families, the current provision of services, and explore additional strategies to deepen support, including:

- Increasing access to a diverse academic portfolio (including A-G coursework, electives and the arts), dual language immersion programs starting from the earliest years, enrichment opportunities, extracurricular activities, technology, social-emotional resources, and opportunities for additional supports outside of instructional time;
- Updating protocols and processes for communications with families to ensure cultural and linguistic appropriateness, awareness and understanding, including the benefits of and resources for supporting their home language while also learning English, the reclassification process and college preparation (e.g. for undocumented students and their

unique financial aid needs), and improving partnership with families so they can be equipped and empowered to support their children's learning at home;

- Increasing access to language/interpretation services, especially in school communities where languages are spoken besides English and Spanish, such as Russian, Ukrainian, and indigenous languages from around the world;
- Building the capacity of certificated and classified employees to support all MLL students through culturally responsive practices and awareness of the social-emotional needs of newcomers, and creating career pathways including “grow your own” programs to ensure a pipeline of teachers and staff who can meet the diverse needs of MLL and newcomer students beginning in preschool and transitional kindergarten;
- Creating partnerships with academic institutions and organizations specializing in multicultural education and the needs of International Newcomers as well as legal aid organizations or pro bono programs to provide legal support to immigrant students and their families;
- Providing additional support to schools with high concentrations of MLL students and International Newcomers, such as additional staff, financial resources, multilingual learning materials, dual language immersion programs from the earliest years, and wraparound services (e.g. legal and social-emotional support and resource hubs, such as Dream Resource Centers and enrollment supports, such as additional School Enrollment, Placement and Assessment (SEPA) Centers), and considering opportunities to add supports to schools midyear based on recent arrivals;
- Incorporating, in the District's annual legislative and advocacy priorities, legislation that helps support the diverse needs of MLL and newcomer students; and be it finally-

Resolved, That, with input from students, educators, staff, families, community organizations, and the LAUSD-UTLA Immigrant Support Committee, the Superintendent shall develop a revised Master Plan for English Learners for the 2025-2026 school year to fulfill the promise of our MLL students by addressing gaps in each of the areas listed above and report back to the Board on the implementation of the resolution and overall investments made on behalf of MLL students in 120 days and as part of the annual Strategic Plan.

- - -

President Goldberg modified the Order of Business to allow for a 3:15 P.M. time certain

- - -

Mr. Schmerelson moved the following resolution, with a 3:15 p.m. time certain.

Tab 16. Mr. Schmerelson - Celebrating Los Angeles Unified School District's Classified Staff (Res-025-23/24) (Noticed April 9, 2024)

Whereas, The Los Angeles Unified School District recognizes over 30,000 regular classified staff, over 4,000 substitute classified personnel, over 1,100 schools and centers;

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 26,000 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, mentors, 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, 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: "Empowering Generations"; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby declares the week of May 19 through May 25, 2024, 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;

Resolved further, That the District shows its appreciation during Classified School Employee Week to all classified employees through visible recognition at their respective school and work sites, such as handmade posters or banners, or other creative means; 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.

Dr. Rivas seconded the motion.

Remarks were heard from Mr. Schmerelson regarding the resolution.

Mr. Schmerelson introduced Franny Parrish who spoke in support of the resolution and the importance of classified employees.

Judy Barron, Andrea Garcia, and Helen Lopez, Library Aides, shared remarks regarding Library Aides and classified employees.

Remarks were heard from Dr. McKenna.

The following speakers addressed the Board on the resolution:

- Joelle Hennington-Jeffries, Student
- Brennen Higgins, Student
- Matisse Anderson, Student
- Romy Griego, Student
- Melanie Juan-Cruz, Student
- Joseph Burney, Student
- Jada Payne, Student
- Tre'niece Thomas, Student

After discussion and on roll call vote, the resolution was adopted, 5 ayes, 2 absent, Ms. Gonez and Ms. Ortiz Franklin.

Ms. Ramirez recorded an advisory vote of aye.

Mr. McLean announced Ms. Ramirez would be sharing a brief video.

Ms. Ramirez shared remarks regarding the Student Board Member election, the goal to increase the number of election votes this year, the importance of the voting process, and how the voting process works. Ms. Ramirez shared a video of all the candidates.

- - -  
President Goldberg resumed the Order of Business.  
- - -

### **CONSENT ITEMS**

Items for action below to be adopted by a single vote:

Tab 2.      BOARD OF EDUCATION REPORT NO. 231 – 23/24  
Approval of Facilities Contracts Actions



- Tab 3. BOARD OF EDUCATION REPORT NO. 252 – 23/24  
Define and Approve Three Early Education Center Outdoor Classroom and Campus Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 4. BOARD OF EDUCATION REPORT NO. 262 – 23/24  
Define and Approve the Porter Ranch Community School Phase 2 Classroom Addition Project and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 5. BOARD OF EDUCATION REPORT NO. 266 – 23/24  
Adoption of the Negative Declaration for the Canoga Park High School Major Modernization Project
- Tab 6. BOARD OF EDUCATION REPORT NO. 265 – 23/24  
Project Approval for the Canoga Park High School Major Modernization Project
- Tab 7. BOARD OF EDUCATION REPORT NO. 267 – 23/24  
Authorization to Negotiate and Enter into Agreements with Six Organizations for the Construction of Greening Projects on a Portion of 34 School Sites
- Tab 8. BOARD OF EDUCATION REPORT NO. 269 – 23/24  
Define and Approve the 2024-2025 Education Code Section 47614 (Proposition 39) Facilities Renovation Effort and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 9. BOARD OF EDUCATION REPORT NO. 270 – 23/24  
Define and Approve 14 Board District Priority and Region Priority Projects, Cancel Three Board District Priority and Region Priority Projects, and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein
- Tab 10. BOARD OF EDUCATION REPORT NO. 271 – 23/24  
Adoption of Resolution to Authorize Los Angeles Unified School District Representatives Performance for State Allocation Board (SAB) Administered Programs
- Tab 11. BOARD OF EDUCATION REPORT NO. 263 – 23/24  
Donations of Money and Materials to the District
- Tab 12. BOARD OF EDUCATION REPORT NO. 264 – 23/24  
Report of Cash Disbursements and Request to Reissue Expired Warrants
- Tab 13. BOARD OF EDUCATION REPORT NO. 253 – 23/24  
Approval of Routine Personnel Actions
- Tab 14. BOARD OF EDUCATION REPORT NO. 254 – 23/24  
Provisional Internship Permits
- Tab 15. BOARD OF EDUCATION REPORT NO. 255 – 23/24  
Career Technical Education Incentive Grant (CTEIG) 2024-25

## BOARD MEMBER RESOLUTIONS FOR ACTION

- Tab 17. Ms. Goldberg, Mr. Schmerelson – Supporting Senate Bill 333 (Guaranteed Income Pilot Program for Youth Experiencing Homelessness) (Res-026-23/24) (Noticed April 9, 2024)

Whereas, Approximately 270,000 K-12 students in the state of California are currently experiencing homelessness—amounting to three percent of all students in California—including nearly 13,000 in Los Angeles Unified School District;

Whereas, Postsecondary education is increasingly necessary for people to exit homelessness and become financially stable in the State of California;

Whereas, During the summer after high school graduation, youth lose the robust support system provided by schools, including food assistance, shelter, and teachers, school counselors, and other trusted adults who have helped them navigate the transition to adulthood, and this discontinuity can prevent their access to employment and higher education; and

Whereas, California State Senator Dave Cortese (San Jose) has introduced SB 333, which would establish a statewide guaranteed income pilot program called the California Success, Opportunity, and Academic Resilience (SOAR) Guaranteed Income Program, to provide over 15,000 high school seniors experiencing homelessness with direct cash assistance to support their transition out of high school and help them gain employment and postsecondary education; now, therefore, be it

Resolved, That the Governing Board of Los Angeles Unified School District hereby support the passage of SB 333, the California SOAR Guaranteed Income Program; and

Resolved further, That the Board hereby directs the Superintendent and the Office of Government Affairs to communicate to our state’s legislature the urgent need for it to pass SB 333; and, be it finally

Resolved, That as soon as SB 333 is signed into law, the Superintendent and the Office of Government Affairs should work with the relevant state agencies to ensure the most effective and broadest possible implementation of the California SOAR Guaranteed Income Program in LAUSD.

## CORRESPONDENCE AND PETITIONS

- Tab. 21. Report of Correspondence including Williams Uniform Complaint Quarterly Report Summary (ROC-011-23/24)

## NEW BUSINESS FOR ACTION, CONTINUED

- Tab 22. BOARD OF EDUCATION REPORT NO. 298 – 23/24  
Consideration of the Broadway-Manchester Street Lighting Maintenance Assessment District Petition

Speakers addressed the Board on the following items on the consent calendar:

Board of Education Report No. 252 – 23/24, Define and Approve Three Early Education Center Outdoor Classroom and Campus Upgrade Projects and Amend the Facilities Services Division Strategic Execution Plan to Incorporate Therein

- David Tokofsky, Community Representative

Board of Education Report No. 255 – 23/24, Career Technical Education Incentive Grant (CTEIG) 2024-25

- Susannah Hall, Teacher, STEM Academy of Hollywood
- Lindsay Weitzel, Teacher, STEM Academy of Hollywood
- Melissa Chavez, STEM Academy of Hollywood

Supporting Senate Bill 333 (Guaranteed Income Pilot Program for Youth Experiencing Homelessness) (Res-026-23/24)

- Laurie Millan, LAUSD Social Worker

Report of Correspondence including Williams Uniform Complaint Quarterly Report Summary (ROC-011-23/24)

Mr. McLean read the following statement:

Before action is taken on the Report of Correspondence regarding the Williams Settlement Uniform Complaint Quarterly Report Summary from the Director of the Educational Equity Compliance Office, a public hearing must be held.

This constitutes a public hearing on the report, and a maximum of 15 individuals who wish to address the Board on this item will be heard. Those who wish to speak and have not already signed-up should sign-up online at <https://boardmeeting.lausd.net/speakers>.

The following speakers addressed the Board:

- David Tokofsky, Community Representative
- Verenice Miron, Parent

Mr. Melvoin moved that the Consent Items be adopted.

Dr. Rivas seconded the motion.

On roll call vote, and with the following exception, the Consent items were adopted, 5 ayes, 2 absent, Ms. Gonez and Ms. Ortiz Franklin:

- Board of Education Report No. 253-23/24, Approval of Routine Personnel Actions, Ms. Goldberg was recused from the vote on the reimbursement agreement for David Goldberg.

Later in the meeting, Ms. Ortiz Franklin recorded an aye vote.

The final vote was 6 ayes, 1 absent, Ms. Gonez.

Ms. Ramirez recording an advisory vote of aye.

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President Goldberg modified the Order of Business to allow for the Public Comment speakers.

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### **PUBLIC COMMENT**

The following speakers addressed the Board on the subjects indicated:

|                                                                  |                                                                                            |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Joshshae Henderson, Student                                      | More funding for resources at schools                                                      |
| Emily Vazquez, Student                                           | Student Equity Needs Index                                                                 |
| Leo Ceron, Student                                               | Opposes Los Angeles School Police                                                          |
| Hazbelt Benito, Student                                          | Defund Los Angeles School Police Department (LASPD)                                        |
| Nicole Lovera, Student                                           | Release carryover funds for high needs schools                                             |
| Juliette Alvarado, Student                                       | Release carryover funds for high needs schools                                             |
| Stephen Sarinana-Lampson, Kenny<br>Washington Stadium Foundation | Lincoln High School Modernization Plan budget                                              |
| Briana Rodriguez, Student                                        | Prioritize the safety of students                                                          |
| Maki Draper, Student                                             | List of demands from Students Deserve                                                      |
| Elizabeth Alvarez, Student                                       | Defund LASPD                                                                               |
| Elena, Student                                                   | Mental health supports for students                                                        |
| Dominic Guerra, Student                                          | Defund LASPD                                                                               |
| Luis Calderon, Community Representative                          | School budget for high need schools                                                        |
| Alan Kakassy, Community Representative                           | LASPD                                                                                      |
| Karla Franco, DELAC Representative                               | Improving supports for English learners                                                    |
| Paul Robak, PAC and CAC Representative                           | SELPA Local Plan                                                                           |
| Silvia Limas, Student                                            | School safety                                                                              |
| Ronnie Dean, Parent                                              | Anti-Semitism                                                                              |
| Kristina Avila, Community Representative                         | Budget cuts to crisis counseling, Support for<br>Psychiatric Social Worker (PSW) positions |
| Lori Younger, PSW                                                | Budget cuts to PSW positions                                                               |
| Sara Peral, PSW                                                  | Proposed budget cuts to various mental health<br>services program                          |
| Danna Balas, Parent                                              | International Holocaust Remembrance Alliance                                               |

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President Goldberg resumed the Order of Business.

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### **NEW BUSINESS FOR ACTION**

Tab 1. BOARD OF EDUCATION REPORT NO. 236 – 23/24  
Approval of Procurement Actions

Mr. Schmerelson moved that the report be adopted. Mr. Melvoin seconded the motion.

Mr. McLean read the following statement:

In accordance with Regulation Section 18438.8, Board Member Melvoin is disclosing receipt of a campaign contribution in excess of \$250 from a party interested in the following contract action:

Board of Education Report No. 236 – 23/24 (Procurement Services Division)  
 Tab 1, Item T, Goodman Food Products, dba Don Lee Farms (SBE) Contract Number  
 4400012964  
 Source: Donald Goodman, Executive, Don Lee Farms

Further, Board Member Melvoin is disqualified from participating in the previously stated contract action.

Later in the meeting, Mr. McLean made a correction that the correct item number Mr. Melvoin recused himself from should have been read as Item S, not Item T.

Pedro Salcido and Kristin Murphy responded to questions from the Board.

On roll call vote, and with the following exception, the report was adopted, 5 ayes, 1 abstention, Dr. McKenna, 1 absent, Ms. Gonez:

- Mr. Melvoin was recused from the vote on Item S, Goodman Food Products, dba Don Lee Farms (SBE) Contract Number 4400012964

Ms. Ramirez was absent.

### **SUPERINTENDENT’S REPORTS cont.**

Andrew Thomas, Director, Independent Analyses Unit (IAU), provided an introduction to the Community-Based Safety Plan highlighting the following:

- Explanation of the work by the IAU to inform the development of the plan
- Landscape analyses of the plan
- IAU recommendations and considerations

Andres Chait, Chief of School Operations, shared a brief video showing community-based safety in action and provided a presentation on the Community-Based Safety Plan highlighting the following:

- Community-based safety definition
- Extensive stakeholder engagement and feedback
- The District’s current commitment to community-based safety and the proposed expansion of the model
- Anticipated outcomes or goals based on the work

Ms. Goldberg requested Mr. Thomas provide the following:

- More information on how the District can better monitor the Safe Passage Program



- More specifics on what the Board can do to change the long and cumbersome Memorandum of Understanding (MOU) process for community partners

Remarks were heard from Dr. McKenna and Dr. Rivas.

Dr. John Vladovic, Executive Director, Secondary, responded to questions from Dr. Rivas.

Dr. McKenna said the Board needs to have a longer discussion regarding the Safe School Task Force and Community-Based Safety Plan. Ms. Goldberg proposed the Board ask all their questions related to the presentations, and staff could provide the answers at a later time. In addition, she proposed that the Board continue the conversation at the next Committee of the Whole meeting, or at a special meeting to discuss school safety. She will meet with the Superintendent and staff to determine when they can arrange a meeting.

Remarks were heard from Mr. Schmerelson, Mr. Melvoin, and Ms. Goldberg.

The following are questions and requests for more information related to the Safe School Task Force Annual Update presentation:

- What are the specific subjects or content for the peer counseling mediation curriculum
- What are the 28 secondary schools that are currently piloting the peer counseling
- Regarding Task Force recommendation 2:
  - Elaborate on the task force definition of success in this area
  - What would indicate that these resources are being effectively communicated to the school community
- Regarding Task Force recommendation 4:
  - If Secondary School Safety committees are to determine if they would like an officer on campus, how does the task force think this should happen
  - Who is on the Secondary School Safety committee
  - If the decision is left to the schools, how does the District make sure their voices are heard
- Regarding Task Force recommendation 13:
  - Is there any initial planning on what staff development would look like based on the findings from the behavioral data review
- Regarding the composition of the Task Force:
  - Who comprises the various groups
  - Who has been meeting
  - Who is invited to meet
- Which of the 14 recommendations made by the Task Force have already been incorporated into District policy, practices, and protocol; and, which have not
- Has the District conducted a formal or independent evaluation of its modified police deployment model or of the school climate efforts
- Regarding restorative practices:
  - How does the District make restorative practices fully realized
  - What does it cost
  - How many people have to be involved
  - How soon can the District make it happen

The following are questions related to the Community-Based Safety Plan presentation:

- Regarding student perceptions about safety:
  - To evaluate school progress, are there additional metrics planned besides the School Experience Survey
  - How can the District triangulate the data on improving students' perceptions
- Regarding the expansion of Community-Base Safety programs based on BSAP schools, and the challenges in finding available providers for the Safe Passage Program:
  - What specific strategies or plans are in place to address these gaps, particularly in areas with limited provider ability
  - What strategies will be used to identify and vet qualified providers with a deep understanding of the specific community that they will be serving
- Regarding the diverse perspectives of safety:
  - Can the trainings equip staff to create safe and inclusive learning environments that meet the needs of all students
  - How can the District collectively implement this plan and achieve a narrative change of student safety and schools and surrounding areas
- What role can the District play with social media, if any, to have some effect on bullying
- Regarding the tracking of school incidents:
  - How is the data calculated
  - Is it the same all over the District or concentrated on parts of the District
  - If it is concentrated in some parts, should there be a different Community-Based Safety Plan orientation or should it be the same plan implemented differently
- Regarding vendors:
  - How can the District evaluate using in house personnel versus outside vendors
  - How can the District determine if expanding vendors is the best route to take
- Regarding vendor I Am Breaking the Chains (IABTC):
  - What happened to IABTC in terms of its ongoing services to the school system
  - For how many schools was IABTC providing safe passage services
  - To what extent did IABTC collaborate with police
  - What other services does this company provide for the District, and where
  - What company has taken over for IABTC, if any
  - How much was IABTC being paid for its work
  - What are the takeaways of what if anything went wrong in the school safety procedures at Washington Preparatory High School
- Questions regarding vendor provided support:
  - What vetting background checks are being required for any individuals being employed
  - Are there any special legal liabilities the District is incurring by hiring outside vendors to support school safety
  - What references, effectiveness data is being required from the organization or program itself
  - What trainings are being required based on district mandates in specific work assignments, especially related to conflict mediation resolution and implicit anti-racism training
  - What office administrator has been assigned to oversee and monitor this program
  - How is the program being rolled out so there is assurance of equity and access to these resources
  - Are individual and program performance evaluations being required at the end of each school year

Remarks were heard from Superintendent Carvalho.

### **BOARD MEMBER RESOLUTION FOR INITIAL ANNOUNCEMENT**

The following resolutions will be for action at the June 4, 2024 Regular Board Meeting:

- Tab 19. Dr. Rivas – Supporting Assembly Constitutional Amendment No. 16 (ACA 16), the Green Amendment, to Codify the Right to Clean Air, Water, and a Healthy Environment for Every Californian (Res-028-23/24)

Whereas, The Los Angeles Unified School District is committed to the health, well-being, and academic success of all students;

Whereas, The District has established a strong foundation for environmental stewardship through a series of impactful resolutions, including commitments to 100% clean energy (Res-018-19/20), extensive campus greening by 2035 (Res-002-22/23), and ensuring every student receives annual outdoor and climate literacy education (Res-016-21/22), demonstrating the District's unwavering dedication to fostering a healthy learning environment and a sustainable future for all;

Whereas, The District's 2022-26 Strategic Plan prioritizes student success in a sustainable future, the District recognizes the profound impact of a healthy environment on student learning and well-being, particularly through the development of safe and sustainable green spaces in schools as outlined in Pillar 2: Joy and Wellness – Welcoming Learning Environments;

Whereas, Students in low-income communities and communities of color are disproportionately impacted by environmental injustices, including higher levels of air and water pollution, limited access to green spaces, and the brunt of climate change effects;

Whereas, These environmental injustices negatively impact student health, leading to increased asthma rates, respiratory illnesses, and developmental problems;

Whereas, Access to clean air, water, and green spaces is crucial for students' cognitive function, stress reduction, and physical activity, all of which are essential for learning and development;

Whereas, ACA 16 (Bryan), also known as the Green Amendment, proposes to amend the California Constitution to establish a fundamental right to a clean and healthy environment for all Californians; and

Whereas, Enshrining this right in the state constitution would provide a stronger foundation for existing environmental legislation and guide future policy decisions that prioritize environmental justice and the health of all Californians; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby strongly supports the passage of ACA 16;

Resolved further, That the Board urges the California Legislature to pass ACA 16 and Governor Newsom to sign it into law; and, be it finally

Resolved, That the Board hereby directs the Superintendent and the District's Office of Government Relations to transmit a copy of this Resolution to the Speaker of the Assembly, the President pro Tempore of the Senate, each member of the California State Legislature representing a district within the boundaries of the LAUSD, and Governor Newsom.

Tab 20. Dr. Rivas, Mr. Schmerelson – Equitable Access to Vision Care in Los Angeles Unified School District Schools (Res-029-23/24)

Whereas, The Los Angeles Unified School District demonstrates a multi-pronged approach to academic success and equity through the Community Schools initiative, Black Student Achievement Plan, and Priority Schools initiative, aimed at ensuring that all students are prepared and inspired for college, career, and life;

Whereas, The District's Strategic Plan 2022-2026 prioritizes Safe and Healthy Environments to Promote Joy and Wellness, expanding access to vision services aligns with the District's commitment to promoting whole-child well-being through integrated health, nutrition, and wellness services;

Whereas, Up to one-third of children experience vision problems that can significantly hinder their academic performance and overall well-being. These uncorrected issues impede learning as 80% of it is processed visually, leading to difficulties with reading, focusing, headaches, and participation in classroom activities;

Whereas, Limited access to vision care due to provider shortages, affordability concerns, and transportation limitations disproportionately impacts low-income District students, exacerbating existing educational and health disparities;

Whereas, Undiagnosed vision problems can have a negative impact on a student's social and emotional development, leading to difficulties participating in activities and feelings of isolation;

Whereas, A recent report with a study population of over 94% Black and Latinx students published in Journal of the American Medical Association (JAMA) Ophthalmology (2022) demonstrates that participation in a school-based vision program led to significant academic gains in both math and English. Students with Individualized Education Programs (IEPs) and those initially performing lower academically experienced the most improvement;

Whereas, The Los Angeles Unified School District Board previously passed Resolution Res-020-19/20 on March 10, 2020, aimed at increasing equitable access to student health care, and despite these prior efforts, ensuring all students receive the necessary follow-up care remains a critical challenge; and

Whereas, Integrating vision services directly into District schools maximizes resource utilization and removes barriers to care, promoting early intervention through effective school-based programs proven to identify vision problems, connect students with care, and improve academic outcomes; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District commits to furthering student success by expanding access to vision services through a school-based vision care program offered at no cost to students, families, or the District;

Resolved further, That the Superintendent shall develop a Strategic Vision Care Plan for a pilot program with non-profit organizations to provide school-based initial assessments, diagnosis, prescriptions, prescription glasses, and eye care as needed, that prioritizes service delivery on considerations including but not limited to, designations of Community Schools, BSAP Schools, and Priority Schools during the 2024-2025 school year. Services to be provided on an ongoing basis no less than every other year thereafter. The continued service will help address the changing needs of young children along with students who are new to a school. The vision care plan should prioritize the following:

- Accessibility: All services should be offered within school sites during school hours and after-school programming hours to maximize student participation.
- Quality: Vendors must be qualified eye care professionals with a demonstrated track record of providing high-quality vision care services to children, have at least five years' experience providing school-based vision services in California, and the ability to bill Medi-Cal for services rendered to covered students.
- Cultural Competency: Services should be delivered in a culturally competent manner that respects the diverse needs (i.e. linguistic) of District students and their families.
- Collaboration with relevant national, state, and local health care agencies: The Superintendent shall explore and develop partnerships with relevant agencies such as the National Center for Children's Vision and Eye Health, California Department of Health Care Services, Los Angeles County Department of Public Health, children's hospitals, optometry schools, and insurance providers to leverage their expertise and resources in developing a thorough, well-informed pilot program. This collaboration may involve identifying potential funding opportunities through relevant programs and exploring opportunities to integrate vision care services with existing programs that benefit students;

Resolved further, That the Superintendent shall foster ongoing collaboration with stakeholders by engaging educators, administrators, healthcare and vision care providers, school nurses, parents, the Community Schools Steering Committee, and the Black Student Achievement Plan Steering Committee to help inform the development of the vision care plan, address critical issues of equity and accessibility in service delivery, explore potential grant opportunities to ensure the program's long-term sustainability, and work with the Office of Government Relations, the Office of Student Health and Human Services, and any other relevant stakeholders to advocate for related legislation and necessary funding to ensure robust implementation; and, be it finally

Resolved, That the Superintendent shall finalize the vision plan by September 1, 2024, informed by stakeholder sessions as outlined above. This plan will ensure program rollout and service delivery begin within 30 days thereafter.

### **ADJOURNMENT**

Mr. Melvoin moved that the meeting be adjourned in memory of Stephanie Chi-Park, parent volunteer at Broadway Elementary. Ms. Goldberg moved that the meeting be adjourned in memory of Delaine



Eastin, former California State Superintendent of Public Instruction.

The meeting adjourned at 7:39 p.m.

APPROVED BY THE BOARD:

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JACKIE GOLDBERG  
PRESIDENT

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MICHAEL MCLEAN  
EXECUTIVE OFFICER OF THE BOARD

[Return to Order of Business](#)

# TAB 24



## Board of Education Report

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File #: Sup Res -004-24/25, Version: 1

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Notice of action at the November 19, 2024 Regular Board Meeting - Reappointment of Member to the Personnel Commission (Sup Res 004-24/25)

Resolved, That the Governing Board of the Los Angeles Unified School District reappoints Joseph L. Paller, Jr. as a member of the Personnel Commission of the Los Angeles Unified School District for a three-year term pursuant to California Education Code Section 45245.

**INTEROFFICE CORRESPONDENCE**  
Los Angeles Unified School District  
Personnel Commission

**INFORMATIVE**

**DATE:** October 22, 2024

**TO:** Members, Board of Education  
Alberto M. Carvalho, Superintendent

**FROM:** David V. Greco, Personnel Director *DVG*  
Personnel Commission

**SUBJECT: REAPPOINTMENT OF JOSEPH PALLER AS PERSONNEL COMMISSIONER**

As you are aware, the Personnel Commissioners are appointed to three-year overlapping terms; with each term expiring on December 1<sup>st</sup> in successive years. In accordance with Section 45249 of the California Education Code, one vacancy is filled by SEIU, the Classified Bargaining Union with the largest number of classified employees. The next appointment is made by the Board of Education. This position is currently held by Joseph Paller. The two appointees elect the third and final Personnel Commissioner.

Mr. Paller, whose current term will expire on December 1, 2024, has expressed an interest in continuing his assignment as the Board's appointee to the Personnel Commission. Mr. Paller has served as a Commissioner since 2001. During his tenure he has been especially involved in ensuring that the administration's perspective is heard, and that the voices of employees are fairly heard when considering personnel matters for the LAUSD. Over the years, Mr. Paller has demonstrated the highest level of integrity on matters coming before the Personnel Commission. His attention to detail, coupled with his fair-minded approach to managing complex and sensitive matters has served the District well. To be eligible for appointment or reappointment to the commission, a candidate must be:

- (1) a registered voter and resident within the territorial jurisdiction of the school district.
- (2) a known adherent to the principles of the merit system.

Mr. Paller has met both of these requirements. A copy of Mr. Paller's biography is attached for your review.

Members, Board of Education  
October 22, 2024  
Page two

Thank you for your attention to this important request for reappointment. Unless there is an objection, a motion will be placed on the October 22, 2024, *Order of Business* for public announcement, as required for the governing board's appointee. Subsequently, the motion will be placed on the November 19, 2024, agenda for a vote.

I would be glad to meet with you to discuss this request for reappointment, or should you have any questions, please do not hesitate to contact me at [david.greco@lausd.net](mailto:david.greco@lausd.net) or (213) 241-1660.

Attachment

c: Devora Navera Reed  
Pedro Salcido  
Karla V. Estrada  
Carolyn Spaht  
Kristen K. Murphy  
Jaime Torrens  
Amanda Wherritt  
Patricia Chambers  
Sasha Lopez  
Carol Delgado  
Michael McLean  
Personnel Commissioners





**Joseph L. Paller Jr.**  
**Principal**  
**Gilbert & Sackman, a Law Corporation**  
**Los Angeles, California**  
 213 900-4690  
 joseph.paller@lausd.net

**Joseph Paller** has served as a member of the Personnel Commission of the Los Angeles Unified School District since 2001.

In his legal practice, Mr. Paller is widely recognized by his peers as a leading expert and practitioner in the fields of employee benefits and labor law. He is one of a handful of attorneys in North America who has been inducted as a Fellow of the *American College of Employee Benefits Counsel* (“ACEBC”), in recognition of his achievements as an ERISA practitioner, and as a Fellow of the *College of Labor and Employment Lawyers*, in recognition of his contributions to employment law. He was elected by the ACEBC to its Board of Governors in 2020, and continues to serve as a Governor of that prestigious organization.

Mr. Paller presently serves as a Chapter Co-Editor for the current edition of the leading legal treatise on ERISA law, *Employee Benefits Law*, published jointly by the *American Bar Association* and *Bloomberg BNA*. In addition, Mr. Paller is a Co-Chair of the *ABA Subcommittee on Jointly Administered Plans of the Labor & Employment Law Section*, which focuses on multiemployer and single employer Taft-Hartley trust funds. His articles on employee benefits and employment issues have appeared in many books and legal journals, listed below.

In 2021, Mr. Paller served as a Chapter Co-Editor of another leading legal treatise, *Labor Union Law & Regulation*, also published jointly by the *American Bar Association* and *Bloomberg BNA*.

**Experience.** Mr. Paller serves as neutral or co-counsel to Boards of Trustees of over 25 Taft-Hartley trust funds, including pension, profitsharing, 401(k), and money purchase plans, health

plans, joint apprenticeship and training funds, and labor management cooperation committees. Mr. Paller has designed and qualified multiemployer plans in Arizona, California, Minnesota, Nevada, and Texas. His plan designs have served as models for plans in Massachusetts, Missouri, and New Mexico.

Mr. Paller has also litigated numerous employee benefits and labor cases in federal and state courts, before state and federal administrative agencies, and in arbitration.

**Honors and Achievements.** In addition to his elections to the prestigious American College of Employee Benefits Counsel and the College of Labor and Employment Lawyers, Mr. Paller was honored in *U.S. News & World Report* as the “Lawyer of the Year” in 2020 and 2017 in the greater Los Angeles metropolitan area in the field of “Labor Law-Union,” as chosen by *Best Lawyers in America*. Only a single lawyer in Los Angeles and surrounding counties is named “Lawyer of the Year” in a field of practice.

For 20 consecutive years, Mr. Paller has been selected to *Super Lawyers*® by Thomson Reuters. Out of 68,000 attorneys in Southern California, Mr. Paller is one of 341 (or 0.05%) who have been honored as a *Super Lawyer* in every year of the award’s existence.

Each year from 2018 through 2024, Mr. Paller has been recognized in *Lawdragon’s Leading Civil Rights & Plaintiff Employment Lawyers*, an honor reserved for the top 500 plaintiff-side employment lawyers in the United States.

Since 1998, Mr. Paller has been rated AV-Preeminent®, the highest possible rating in both legal ability and ethical standards, as determined through a rigorous peer rating process by *Martindale Hubbell*, the world’s most trusted legal resource. “An AV® certification mark is a significant rating accomplishment - a testament to the fact that a lawyer’s peers rank him or her at the highest level of professional excellence.”

**Professional Activities and Publications.** Mr. Paller has long been active in professional organizations. Mr. Paller’s articles have been featured in the *Labor Lawyer* published by the *American Bar Association*, the *Benefits Digest* published by the *International Foundation of Employee Benefit Plans*, the *California Labor & Employment Law Review* published by the *California Lawyers Association*, the *Proceedings of the National Academy of Arbitrators* published by *Bloomberg BNA*, and various white papers published by the *AFL CIO Lawyers Coordinating Committee* (now renamed the Union Lawyers Alliance).

Mr. Paller has spoken on multiple occasions for the *International Foundation of Employee Benefit Plans*, most recently at the *2024 Construction Industry Benefits Conference* in Las Vegas, Nevada. Mr. Paller also lectures frequently for the *AFL-CIO Union Lawyers Alliance*, most recently at the *2022 ERISA Advanced Seminar* in Washington, D.C. That program, offered biennially, provides high-level training for a select group of experienced ERISA lawyers on current issues facing multiemployer plans.

Since 2000, Mr. Paller has spoken at more than 80 other events, including programs sponsored by the *American Bar Association*, the *National Labor Relations Board*, the *State Bar of California*, the *AFL-CIO Union Lawyers Alliance*, the *UFCW Attorneys Conference*, the *Federal Mediation & Conciliation Service*, the *Labor & Employment Relations Association* and its subchapters, and the *California School Personnel Commissioners Association*.

Mr. Paller served as a member of the Board of Directors of the *AFL-CIO Lawyers Coordinating Committee* from 2005 through 2008.

Mr. Paller was Chair of the *Labor and Employment Law Section of the Los Angeles County Bar Association* in 1993 to 1994, and served as Chair of the Section's annual Labor and Employment Law Symposium in 1990. He has been a member of the Executive Committee of the Section since 1987.

Mr. Paller was also President of the *Southern California Labor and Employment Relations Association* (then known as the Orange County Industrial Relations Research Association) in 1993 and 1994. Since 1989, he has been a member of the Planning Committee for the Association's annual Labor and Employment Law Conference.

For many years, Mr. Paller was a regular contributor to the "Shoptalk" column in the *Los Angeles Times*, providing answers to labor and employment questions. He was the only member of the panel of responding lawyers who represented trust funds or unions.

**Educational Activities.** In addition to his work at Gilbert & Sackman, Mr. Paller is deeply involved in school and college governance and instruction. Mr. Paller is an Instructor at the *Gould School of Law at the University of Southern California*, teaching the law school's first class on labor arbitration. For more than 20 years, Mr. Paller has taught college courses for the Labor Center at Los Angeles Trade-Technical College, including classes on legal rights for California workers, basic and advanced labor law, and employee benefits.

Mr. Paller was honored as the "2017 Distinguished Personnel Commissioner" by the California School Personnel Commissioners Association in a ceremony held in San Diego.

**Arbitration Service.** Since 1995, Mr. Paller has served as an employment dispute and commercial dispute arbitrator for the *American Arbitration Association*.

**Bar Admissions and Education.** Mr. Paller has been admitted to practice law in California, Nevada, New York and Pennsylvania. He is a graduate of the UCLA School of Law. He received his Bachelor of Arts degree from the University of California, Santa Barbara.

***Selected Recent Presentations/Papers (since 2010)***

“It’s in the Cards: Organizing After the NLRB’s *Cemex* Ruling,” 76<sup>th</sup> Annual Meeting, Labor and Employment Relations Association, New York, New York (2024)

“Marijuana in the Workplace,” Construction Industry Benefits Conference,” International Foundation of Employee Benefit Plans, Las Vegas, Nevada (2024)

“Discrimination in and Interference with Employee Benefits,” 2023 ERISA Basics National Institute, ABA Joint Committee on Employee Benefits (2023) (online seminar)

“Remedies,” 2023 ERISA Basics National Institute, ABA Joint Committee on Employee Benefits (2023) (online seminar)

“Can I Still do it from Home? Key Questions and Hot Topics Labor and Management Continue to Face Since the Pandemic,” 75<sup>th</sup> Annual Meeting, Labor and Employment Relations Association, Detroit, Michigan (2024)

“Running Your Training Fund as a Business,” 68<sup>th</sup> Annual Employee Benefits Conference, International Foundation of Employee Benefit Plans, Las Vegas, Nevada (2022) (co-authored with David Evangelista)

“Investment Issues,” AFL-CIO Union Lawyers Alliance 2022 ERISA Advanced Seminar, Washington, D.C. (September 2022) (co-authored with Nicole Grinstein and Brian Hicks)

“Overview of COVID-19 Workplace Laws and Regulations,” Southern California Labor & Employment Relations Association (online seminar) (2021)

“Selected Fiduciary Duty Issues for Collectively-Bargained ERISA Plans,” AFL-CIO Lawyers Advanced ERISA Seminar, Washington, D.C. (2020)

“ERISA Fiduciary Duty Basics,” AFL-CIO Lawyers ERISA Basics Seminar, Washington, D.C. (2019) (co-authored with Peter S. Dickinson)

“Ethics Basics for Union-Side Multiemployer Plan Attorneys,” AFL-CIO Lawyers ERISA Basics Seminar, Washington, D.C. (2019)

“Ethics: Confidentiality Issues in Labor Arbitration, Litigation and Bargaining,” 2019 UFCW Attorneys Conference, San Antonio, Texas (2019)

“Recent Developments at the NLRB,” Orange County Labor & Employment Relations Association, Anaheim, California (2019)

“What is the Right Number? Lifetime Benefits from Defined Contribution Plans,” 64th Annual Employee Benefits Conference, International Foundation of Employee Benefit Plans, New Orleans, Louisiana (October 2018)

“Representing Multiple Parties and Interests,” AFL-CIO Union Lawyers Conference, Atlanta, Georgia (May 2018)

“What Commissioners Need to Know,” California School Personnel Commissioners Annual Meeting, San Diego, California (2018)

“Fiduciary Basics,” AFL CIO Lawyers ERISA Basics Seminar, Washington, D.C. (2017) (co-authored with Ellen Silver)

“Ethics Basics for Union-Side Multiemployer Plan Attorneys,” AFL-CIO Lawyers ERISA Basics Seminar, Washington, D.C. (2017)

“The NLRB in the Trump Administration,” Orange County Labor & Employment Relations Association, Anaheim, California (2017)

“Multiemployer Potpourri: Construction Industry Reciprocity Litigation,” Employee Benefits Committee of the Labor & Employment Law Section, American Bar Association, Austin, Texas (2017)

“The NLRB in the Trump Administration,” Orange County Labor & Employment Relations Association, Anaheim, California (2017)

“Revenue Sharing Issues for Defined Contribution Plans,” AFL-CIO Advanced ERISA Seminar, Washington D.C. (2016)

“Legal, Accounting, and Legislative Update for Trustees and Coordinators,” Western Conference on Sheet Metal Apprenticeship and Training, San Diego, California (2016)

“Labor Law for Employment Lawyers,” State Bar of California Labor & Employment Law Section Webinar (with Erich Shiners) (2015)

“Insight on Fees (DC and DB Plans),” 61<sup>st</sup> Annual Employee Benefits Conference, International Foundation of Employee Benefit Plans, Honolulu, Hawaii (2015)

“New Developments in California Labor and Employment Law,” 33rd Annual Labor Law Conference, sponsored by National Labor Relations Board Regions 21 and 31, the Federal Mediation & Conciliation Service, and the Orange County Labor and Employment Relations Association, Anaheim, California (2015)



“Multiemployer Potpourri: The Multiemployer Pension Reform Act of 2014,” Employee Benefits Committee of the Labor & Employment Law Section, American Bar Association, San Diego, California (2015)

“Hot Topics in the Workplace: The Supreme Court Promotes Mandatory Employment Arbitration and Class Action Waivers,” 32nd Annual Labor Law Conference, sponsored by National Labor Relations Board Regions 21 and 31, the Federal Mediation & Conciliation Service, and the Orange County Labor and Employment Relations Association, Anaheim, California (2014)

“What’s Wrong with Labor Arbitrators?” Southern California Chapter of the National Academy of Arbitrators, Los Angeles, California (2014)

“Traditional Labor Law: Recent NLRB Decisions Affecting the Non-Union Workplace,” Labor & Employment Law Section Retreat, sponsored by Los Angeles County Bar Association, Ojai, California (2013)

“Facebook and Social Media: New Traps for Employers and Employees, New Opportunities for Unions,” 30<sup>th</sup> Annual Labor Law Conference, sponsored by National Labor Relations Board Regions 21 and 31, the Federal Mediation & Conciliation Service, and the Orange County Labor and Employment Relations Association, Anaheim, California (2012)

“Update on Employment Law,” and “Workshop: Human Resources Issues,” Trustees Institute for Jointly Managed Training and Education Funds, International Foundation of Employee Benefit Plans, Las Vegas, Nevada (2012)

“Social Media and the National Labor Relations Board: Something to Get All A Twitter About,” 32nd Annual Labor & Employment Law Symposium, sponsored by Los Angeles County Bar Association, Los Angeles, California (2012)

“Hot Issues at the NLRB: Cases on Social Media and Protected Activity, and the New Notice Posting Rules,” Orange County Labor and Employment Relations Association, Anaheim, California (2011)

“Are There Greater Fiduciary Responsibilities in Your Defined Contribution (DC) Plans?” 57<sup>th</sup> Annual Employee Benefits Conference, International Foundation of Employee Benefit Plans, New Orleans, Louisiana (2011)

“Fair Representation and the Attorney Client Relationship in Labor Arbitration: Dilemmas for Union Counsel,” 64th Annual Meeting, National Academy of Arbitrators, San Diego, California (2011)

“Collective/Class Actions and Collective Actions: Selected Ethical and Legal Issues,” 2011 AFL-CIO Union Lawyers Conference, San Diego, California (2011)

“Fee Disclosure in Defined Benefit and Defined Contribution Plans,” Investments Institute, International Foundation of Employee Benefit Plans, Las Vegas, Nevada (2011)

“The NLRB in the Obama Administration,” 2010 Western States Labor & Employment Law Conference, sponsored by National Labor Relations Board Regions 20, 21, 28, 31 and 32, the Federal Mediation & Conciliation Service, and six local Chapters of the Labor and Employment Relations Association, Las Vegas, California (2010)

“Returning to the Mainstream: The NLRB in the Obama Administration,” 28th Annual Labor Law Conference, sponsored by National Labor Relations Board Regions 21 and 31, the Federal Mediation & Conciliation Service, and the Orange County Labor and Employment Relations Association, Anaheim, California (2010)

### ***Selected Print Publications***

Chapter Co-Editor (Jointly Administered Plans) and Contributing Author, *Employee Benefits Law*, American Bar Association & Bloomberg BNA (2010-present)

Chapter Co-Editor (Union Security) and Contributing Author, *Labor Union Law and Regulation*, American Bar Association & Bloomberg BNA (2020-present)

*Fair Representation and the Attorney Client Relationship in Labor Arbitration: Dilemmas for Union Counsel*, Arbitration 2011: Varieties of the Arbitration Experience; Proceedings of the 64th Annual Meeting, National Academy of Arbitrators, Bureau of National Affairs (2012)

J. Paller & A. Barnes, *The Economics of Wage & Hour Litigation: Recovering Attorney's Fees and Costs, Wage & Hour Litigation Issues*, The Labor Law Exchange, Vol. 22 (AFL-CIO Lawyers Coordinating Committee, 2008)

*Union Lawyers Are Not Liable for Malpractice or Breach of the DFR in Labor Arbitration or Contract Negotiations*, LCC Bulletin, No. 183 (AFL-CIO Lawyers Coordinating Committee, July-August 2007)

*“Gentlemen Do Not Read Each Other’s Mail:” A Lawyer’s Duties upon Receipt of Inadvertently-Disclosed Confidential Information*, *The Labor Lawyer*, Vol. 21, No. 3 (American Bar Association, Winter/Spring 2006)

*Fiduciary Investment Issues in Defined Contribution Plans*, *Benefits & Compensation Digest* (web exclusive) (International Foundation of Employee Benefit Plans, August 2006)

*NLRB Forbids Regions’ Ex Parte Communications with Supervisors in Organizations Represented by Counsel*, *California Labor & Employment Law Quarterly* (2003)

Contributor, weekly “Shop Talk” column, *Los Angeles Times* (1997-2002)

Contributing Author, *Defense of Non-Traditional Labor Protest Activities*, AFL-CIO Lawyers Coordinating Committee (AFL-CIO 2001)

J. Paller & S. Kaplan, *The Protection of Employee Privacy*, *The Employee Termination Handbook* (Wiley Interscience, 1986)

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**TAB 25**



## Board of Education Report

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**File #:** Rep-070-24/25, **Version:** 1

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**Adoption of Resolution Authorizing Application to the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project and Authorizing Performance of All Functions Needed to Participate in the Project**

**October 22, 2024**

**Eco-Sustainability Office and Transportation Services Branch**

**Action Proposed:**

Adopt the attached Board of Education (Board) Resolution (Attachment A) which authorizes:

- participation in the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project
- submission of an application to the ZESBI Incentive Project
- if funding is approved:
  - Authorize the Chief Procurement Officer or designee to execute all instruments necessary to accept ZESBI grant funds, including entering into a binding agreement(s) on behalf of the District, and to execute all instruments necessary, as legally permissible, to implement the Project, including the purchase of equipment and materials
  - Authorize the Chief Eco-Sustainability Officer, the Director of Transportation, or designee(s) to act, as needed, to ensure the terms are satisfied

The final terms and conditions of the agreement(s) shall be subject to legal, finance and procurement approval. The final executed agreement(s) is further subject to ratification by the Board.

**Background:**

The Zero-Emission School Bus and Infrastructure (ZESBI) incentive project provides local education agencies (LEAs) incentives to replace heavy-duty internal combustion engine (ICE) school buses with new zero-emission school buses. Additional incentives are provided for the installation of charging or fueling infrastructure and related activities. ZESBI is co-administered by California Air Resources Board (CARB), which provides the incentives for the zero-emission school bus vehicles, and the California Energy Commission (CEC), which provides the incentives for charging infrastructure. A total of \$500 million is appropriated from Senate Bill (SB) 114 for ZESBI in Fiscal Year 2023-24, of which \$375 million is allocated to support purchases of qualifying zero-emission (ZE) school buses and \$125 million is allocated to support charging infrastructure and associated costs.

The ZESBI project has a three-step application process, Parts A, B, and C. Staff submitted an application under Part A to support the electrification of the San Julian Bus Garage fleet. The application includes the scrapping of 20 ICE school buses that will be replaced with 20 electric school buses to be housed at 604 East 15th Street, Los Angeles, CA 90015. The application also includes 20 chargers and associated infrastructure to be located at 1425 South San Pedro Street, Los Angeles, CA 90015.



Recently, staff received notice that the Application Part A submission was preliminarily approved to advance to Application Part B, and funding has been reserved for the District's application. In Application Part B, which will open in Fall 2024, the District will be required to submit additional bus and infrastructure documentation and accept funding within 30 calendar days of notification. This includes a Board Resolution authorizing participation in the ZESBI project and designating representatives to execute and carry out the terms of the grant (Attachment A). If funding is not accepted within 30 calendar days, it may be reallocated to another applicant, and approval of late Application B submittals is at the discretion of CARB or its administrators. If Application Part B is approved, the District will advance to Application Part C, in which applicants will select their new zero-emission school bus(es) and sign a funding contract.

**Expected Outcomes:**

Upon adoption of the resolution, designated staff will perform all necessary application- and grant-related functions for the ZESBI Incentive Project, including the execution of all necessary instruments needed to administer, and comply with the requirements for grant awards totaling \$7.4 million.

**Board Options and Consequences:**

Approval of this action will allow staff to proceed with necessary application- and grant-related activities for the ZESBI Incentive Project. If the proposed action is not approved, the District will be unable to comply with the grantor's requirements and will forfeit the funding opportunity.

**Policy Implications:**

Staff's proposal aligns with the 2022-26 Strategic Plan Pillar 4 (Operational Effectiveness) by modernizing infrastructure and working towards ensuring that our school buses and infrastructure minimize harm to climate and the environment and reflect clean transportation standards. This proposal further supports the District's resolution "Transitioning Los Angeles Unified School District to 100% Clean, Renewable Energy Resulting in Healthier Students and More Sustainable, Equitable Communities" (Res-018-19/0).

**Budget Impact:**

This is a one-time grant opportunity to offset the cost of purchasing twenty (20) electric school buses and electric chargers. The total cost of the electric school buses and chargers is approximately \$8.8 million, of which the ZESBI funding will supplement \$7.4 million. The remaining \$1.4 million shall be paid for with General Funds. Due to the payment schedule required under the terms of the grant, it is possible that additional General Funds may be needed to front fund payments.

**Student Impact:**

Approval of this action allows the District to continue to participate in the ZESBI application process, and if awarded, to execute and provide all necessary documents needed for grant compliance. If awarded, this grant will directly benefit students by enabling the District's Transportation Services Branch to improve the timely delivery of students to schools. New buses have significantly fewer breakdowns, which reduces repair downtimes and transportation delays. The zero-emission buses will also improve student health by limiting their exposure to transportation-related air pollution.

**Equity Impact:**

San Julian Bus Garage is centrally located within LAUSD boundaries and its buses serve over 6,600 students. Of all LAUSD locations considered for this grant, the San Julian Bus Garage aligned most closely with grant deadlines given the availability of power.

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| Component               | Score    | Score Rationale                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recognition             | 3        | This award will support the District's efforts to transition to 100% clean renewable energy resulting in healthier students by limiting their exposure to harmful pollutants and creating more equitable communities. This will also directly benefit students by improving the timely delivery of students to schools as new buses have significantly fewer breakdowns. |
| Resource Prioritization | 3        | The new, zero-emission electric school buses will benefit all students as they will contribute to improve the overall route coverage for all students in the District.                                                                                                                                                                                                   |
| Results                 | 3        | These electric school buses will help ensure students get to school on time every day, so they have the opportunity to learn.                                                                                                                                                                                                                                            |
| <b>TOTAL</b>            | <b>9</b> |                                                                                                                                                                                                                                                                                                                                                                          |

#### Issues and Analysis:

Under the terms and conditions of this grant, LAUSD shall, at a minimum, be responsible for and/or agree to the following:

- Responding to requests for information and documentation from CARB or its Administrator within 10 business days.
- Coordinating with local electric utility provider(s) to prepare for the installation of infrastructure.
- Within 10 days of the execution of the grant agreement, signing and submitting a purchase order or other binding agreement for the new school buses.
- Dismantling and scrapping the 20 ICE buses within 24 months of the delivery of the new school buses.
- Submitting an initial request for payment within 45 calendar days of vehicle delivery to CARB or its Administrator.
- Coordinating with CHP to ensure that the new zero-emission school bus is inspected and receives a CHP 292 or equivalent within 30 calendar days of the delivery of the new school bus.
- Paying the HVIP approved dealer the amount due within 60 calendar days of the new, zero-emission school bus passing CHP certification.
- Ensuring the maintenance and operation of the Electric Vehicle Supply Equipment (EVSE), including the hardware and software, charging stations, cables, connectors, and related equipment used to charge EV batteries, for no less than six years.
- Telematics reporting requirements submitted on a quarterly basis.

#### Attachments:

Attachment A - Resolution Authorizing Application to the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project and Authorizing Performance of All Functions Needed to Participate in the Project

#### Informatives:

Not Applicable

#### Submitted:

10/11/24

**RESPECTFULLY SUBMITTED,****APPROVED BY:**  
ALBERTO M. CARVALHO  
Superintendent  
PEDRO SALCIDO  
Deputy Superintendent  
Business Services and Operations**REVIEWED BY:****APPROVED & PRESENTED BY:**  
DEVORA NAVERA REED  
General Counsel  
DANIEL KANG  
Director  
Transportation Services Branch☒ Approved as to form.**REVIEWED BY:**  
CHRISTOS CHRYSILIOU  
Chief Eco-Sustainability Officer  
Eco-Sustainability Office  
NORBERTO DELGADILLO  
Deputy Chief Business Officer, Finance☒ Approved as to budget impact statement.

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

**RESOLUTION AUTHORIZING APPLICATION TO THE ZERO EMISSION SCHOOL  
BUS AND INFRASTRUCTURE (ZESBI) INCENTIVE PROJECT AND AUTHORIZING  
PERFORMANCE OF ALL FUNCTIONS NEEDED TO PARTICIPATE  
IN THE PROJECT**

**WHEREAS**, Proposition 98 provides funding for K-12 education and community colleges; and

**WHEREAS**, Senate Bill 114 allocates Proposition 98 funds to the California Air Resources Board (CARB) and the California Energy Commission (CEC) to fund grants to local educational agencies for zero-emission school buses and supporting infrastructure; and

**WHEREAS**, with these funds CARB and CEC created the ZESBI incentive project; and

**WHEREAS**, CALSTART has been selected to administer ZESBI on behalf of CARB and CEC; and

**WHEREAS**, CALSTART requires the submission of information, on standardized forms (application forms), to determine eligibility and to prioritize projects; and

**WHEREAS**, if selected to receive funding, participation in ZESBI requires the grantee to enter into a grant agreement with CALSTART that includes fulfillment of participation terms and conditions"; and

**WHEREAS**, this opportunity advances the goals of the 'Transitioning LAUSD to 100% Clean, Renewable Energy, Resulting in Healthier Students and More Sustainable, Equitable Communities' Board Resolution by securing funding for electric buses and infrastructure at the San Julian Bus Garage, contributing to the district's goal of achieving 100% clean, renewable energy in its transportation sector by 2040;

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES:**

1. Authorizes participation in the ZESBI Incentive Project;
2. Authorizes submission of an application to the ZESBI Incentive Project; and
3. Authorizes the Chief Procurement Officer or designee, to enter into a binding agreement on behalf of the District, and authorizes the Chief Eco-Sustainability Officer, the Director of Transportation, or designee to act, as needed, to ensure the terms are satisfied.

Approved and adopted the 22<sup>nd</sup> Day of October 2024:

\_\_\_\_\_  
Dr. George Mckenna, Board Member

\_\_\_\_\_  
Jackie Goldberg, Board President

\_\_\_\_\_  
Dr. Rocio Rivas, Board Member

\_\_\_\_\_  
Kelly Gonez, Board Member

\_\_\_\_\_  
Scott M. Schmerelson, Board Vice President

\_\_\_\_\_  
Tanya Ortiz Franklin, Board Member

\_\_\_\_\_  
Nick Melvoin, Board Member

CERTIFICATION

I, the undersigned, hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of the City of Los Angeles at a meeting thereof held on the 22nd day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Michael A. McLean  
Executive Officer of the Board of Education

\_\_\_\_\_  
DATE



# TAB 26



## Board of Education Report

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**File #: 018-24/25, Version: 1**

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### 60 Day Extension of Provisionally Approved Members of the Integrated Pest Management Team (018-24/25)

The Governing Board of the Los Angeles Unified School District extends the initial 60 day provisional approval of the following individuals for an additional 60 days (concluding on December 23, 2024) to the Integrated Pest Management Team:

- Richard Avendano, LAUSD IPM Program Coordinator

Employee of LAUSD for 8 years. He started as a Pest Management Technician and has been the District's Integrated Pest Management Program Coordinator since April 2022.

- Maryhelen Torres, LAUSD Principal

She has served as the IPM Committee Principal and has been serving the District as the Administrator of Operations with the Division of School Operations.

- Robert Sandoval, LAUSD Non-Management Employee

He serves the District as a Pest Management Technician.

- Gloria Simosky, LAUSD Teacher

She served LAUSD as a teacher for many years. She is now retired and continues to serve as the LAUSD Teacher in the IPM Committee.

- Javier Gutierrez, LAUSD Food Services

He serves LAUSD as a Regional Food Service Manager at the Newman Nutrition Center.

- Patty Filous, LAUSD Office of Environmental Health & Safety

She serves the District as an Environmental Health Supervisor with the Office of Environmental Health and Safety.

- Kristina Jasiukonis, Parent of LAUSD Student

A parent of an LAUSD student.

- Ryan Storms, Parent of LAUSD Student

A parent of an LAUSD student.

- Mitzi Shpak, Environmental Representative

Founding member of Action Now. Her experience includes scientific research at the City of Hope, Bechman Research Institute, the U.S. Environmental Protection Agency, and Caltech on Human Genome Project. She has served on the IPM Committee since its inception in 1999.

- Robina Suwol, Environmental Representative

She has served on the IPM Committee since its inception in 1999. She also serves as Executive Director of California Safe Schools.

- Adrienne Quarry, Community Representative

She serves as the current Community Representative on the IPM Committee.

- Jill Getto Lee, Community Representative

She serves as the current Community Representative on the IPM Committee.

- David Poplin, Independent IPM Expert

He serves as the current Independent Integrated Pest Management (IPM) Expert.

- Maria Dalusong, County Health Representative

She serves for LA County Vector Management and serves as the County Health Representative on the IPM Committee.

- Dr. Clarence Monteclaro, Physician

Dr. Monteclaro is a family physician.