

LOS ANGELES UNIFIED SCHOOL DISTRICT

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

**Bevin Ashenmiller**

Tenth District PTSA

**Neelura Bell**

CA Charter School Association

**Sandra Betts**

CA Tax Reform Association

**Chad Boggio**

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

**Charlotte Lerchenmuller**

Assn. of CA School Admin. - Retired

**Aleigh Lewis**

L.A. City Controller's Office

**Jennifer McDowell**

L.A. City Mayor's Office

**Brian Mello**

Assoc. General Contractors of CA

**William O. Ross IV**

31<sup>st</sup> District PTSA

**Rachelle Anema (Alternate)**

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

**Ashley Kaiser (Alternate)**

Assoc. General Contractors of CA

**Vacant**

LAUSD Student Parent

**Joseph P. Buchman – Legal Counsel**

Burke, Williams & Sorensen, LLP

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

Government Financial Services Joint Powers Authority

**Timothy Popejoy**

Bond Oversight Administrator

**Perla Zitle**

Bond Oversight Coordinator

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RESOLUTION 2025-31

RESOLUTION PROPOSING REVISIONS TO THE  
BOC CHARTER AND MOU

WHEREAS, the LAUSD School Construction Bond Citizens' Oversight Committee (BOC) Charter and Memorandum of Understanding (MOU), Section 6.6 provides:

*In order to ensure the independence and effectiveness of the Committee, the District shall commission an unbiased, competent and independent review of the Committee's processes, including its utilization of staff, consultants, and counsel within five (5) years of the adoption of this MOU and within every five years thereafter; and*

WHEREAS, the Office of Inspector General (OIG) completed its Special Review of the Bond Oversight Committee with the publication of its report dated October 4, 2022 that included suggestions for amendments to the MOU; and

WHEREAS, Section 6.7 of the MOU provides:

*The District and the Committee agree that to ensure oversight by the Committee continues to be as effective as possible, the efficacy of this Charter and Memorandum of Understanding will be evaluated on a periodic basis and a formal review will be jointly conducted by the District and the Committee within five (5) years of the adoption of this Charter and Memorandum of Understanding and within every five years thereafter, immediately following the reviews stipulated in §6.6, to determine if any amendments to this Charter and Memorandum of Understanding should be made; and*

WHEREAS, eight years have passed since the MOU was last amended on April 18, 2017 and

WHEREAS, the BOC established a BOC MOU Review Task Force on April 27, 2023, and

## RESOLUTION 2025-31

### RESOLUTION PROPOSING REVISIONS TO THE BOC CHARTER AND MOU

WHEREAS, on September 19, 2023, the BOC forwarded to District staff a set of proposed revisions to the MOU based on the work of the MOU Review Task Force, and

WHEREAS, since that transmittal in 2023, the BOC has received no formal communication regarding any proposed District action from District staff, and

WHEREAS, the BOC Chair and Executive Committee directed BOC staff to redraft proposed revisions in light of changes and a continuing evolution of the bond program and the BOC in the two years since the 2023 proposed revisions were transmitted to the District, and

WHEREAS the BOC has considered the proposed revisions to the MOU, dated August 14, 2025, a copy of which is attached hereto, and

WHEREAS, the signatories to the MOU include the President of the Board of Education, the Superintendent, the Inspector General, and the Chair of the Bond Oversight Committee; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee recommends the signatories to the MOU adopt the proposed revisions to the MOU, dated August 14, 2025, a copy of which is attached hereto, and directs BOC staff to transmit the proposed revisions to the signatories to the MOU for their consideration.
2. The BOC requests that the Superintendent, President of the Board of Education and the Inspector General confer with the BOC Chair to develop a methodology for working together to consider revisions to the MOU as contemplated by Section 6.7 of the MOU.
3. The BOC requests that the BOC Chair and staff provide a report to the full Committee on October 2, 2025 regarding progress in the adoption of the proposed revisions by all signatories to the MOU.
4. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the Bond Oversight Committee's website.

ADOPTED on August 14, 2025, by the following vote:

AYES: 11

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 3

/Michael Hamner/

D. Michael Hamner, FAIA  
Chair

/Robert Campbell/

Robert Campbell  
Vice-Chair

**LAUSD SCHOOL CONSTRUCTION BOND  
CITIZENS' OVERSIGHT COMMITTEE  
CHARTER AND  
MEMORANDUM OF UNDERSTANDING**

**LAUSD SCHOOL CONSTRUCTION BOND  
CITIZENS' OVERSIGHT COMMITTEE  
CHARTER AND MEMORANDUM OF UNDERSTANDING**

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## LAUSD School Construction Bond Citizens' Oversight Committee Charter and Memorandum of Understanding

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### **LAUSD SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE CHARTER AND MEMORANDUM OF UNDERSTANDING**

#### **1. The Purpose of this Document**

1.1 The Los Angeles Unified School District ("District") and the LAUSD School Construction Bond Citizens' Oversight Committee (the "Committee") hereby adopt this Charter and Memorandum Of Understanding (hereafter "MOU") to articulate the role, duties and purpose of the Committee, its place in the organization of the District, its relationship with the District, and the District's commitment to provide the Committee with the resources, support and cooperation required to accomplish its mission.

1.2 This ~~Charter~~ MOU supersedes the ~~charter and memorandum of understanding~~ amended MOU previously adopted and dated ~~July 9 April 18, 2002 and amended February 27, 2007, and March 15, 2011~~ 2017.

#### **2. The Mission and ~~Purpose~~ Vision of the Committee**

~~2.1 The shared vision of the Committee and the District is to build, modernize, repair, and maintain schools that promote the full development of the child, are educationally and environmentally sound, enhance their neighborhoods through design and programming as centers of community, and reflect the wise and efficient use of limited land and public resources.~~

2.1 ~~2.2~~ The mission of a strong and independent Committee is to oversee the expenditure of money for the construction, repair, and modernization of schools by the District in accordance with California law and as required by Proposition BB, Measure K, Measure R, Measure Y, Measure Q, Measure RR, Measure US and any subsequent District bond measure. The Committee is charged with the responsibility of communicating its findings and recommendations to the District and the public so that the school bond funds authorized by the District's voters through Proposition BB, Measure K, Measure R, Measure Y, Measure Q, Measure RR, Measure US and any future District bond measures which require an oversight committee, are expended as the voters intended and comply with all applicable statutes, and that projects are completed wisely and efficiently. The Committee shall serve as the single statutory Oversight Committee for Proposition BB and Measures K, R, Y, Q, RR, US and any future bond measures which require an oversight committee.

2.2 The shared vision of the Committee and the District is to build, modernize, repair, and maintain high quality schools that promote the well-being of all students, are educationally and environmentally sound, enhance their neighborhoods through design and programming as centers of community, and exemplify wise and efficient use of limited land and public resources.

## LAUSD School Construction Bond Citizens' Oversight Committee Charter and Memorandum of Understanding

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2.3    The Committee and District agree that essential to the mission and vision are:

2.3.1    ~~2.3 Essential to these goals are meaningful~~ Meaningful and effective community ~~and small business outreach, so that the District may maximize available resources and achieve its construction and modernization goals in a timely and cost-efficient manner.~~ outreach;

2.3.2    Small business outreach; and

2.3.3    Optimization of available resources to complete projects in a timely and cost-efficient manner.

### **3.    Committee Membership**

3.1    The membership of the Committee shall be as follows. The five members whose qualifications are dictated by Education Code §15282(a) are noted with ~~a pound sign (#~~ an asterisk (\*).

3.1.1    The Board of Education (Board) shall appoint one member nominated by the Los Angeles Area Chamber of Commerce, a business organization representing the business community located within the school district (~~#~~ \*).

3.1.2    The Board shall appoint one member who is active in and nominated by the ~~American~~ Association of ~~Retired Persons~~ California School Administrators-Retired (ACSA-R), a senior citizens' organization (~~#~~ \*).

3.1.3    The Board shall appoint one member nominated by the California Tax Reform Association, a *bona fide* taxpayers' organization (~~#~~ \*).

3.1.4    The Board shall appoint one member who is the parent or guardian of a child enrolled in the District (~~#~~ \*).

3.1.5    The Board shall appoint one member who is the parent or guardian of a child enrolled in the District and active in a parent-teacher organization such as the PTA or schoolsite council (~~#~~ \*).

3.1.6    The Board shall appoint one member nominated by the Tenth District PTSA.

3.1.7    The Board shall appoint one member nominated by the Thirty-First District PTSA.

3.1.8    The Board shall appoint one member nominated by the American Institute of Architects, Los Angeles Chapter.

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3.1.9 The Board shall appoint one member nominated by the Associated General Contractors of California, Los Angeles District.

3.1.10 The Board shall appoint one member nominated by the Mayor of the City of Los Angeles.

3.1.11 The Board shall appoint one member nominated by the Controller of the City of Los Angeles.

3.1.12 The Board shall appoint one member nominated by the Los Angeles County Board of Supervisors from the Office of the County Auditor-Controller.

3.1.13 The Board shall appoint one member nominated by the Los Angeles County Federation of Labor AFL-CIO.

3.1.14 The Board shall appoint one member who is nominated by the California Charter School Association (CCSA) who is not an officer, board member, or employee of CCSA or of a District Charter School or Charter School Group.

3.1.15 The Board shall appoint one member who is active in an organization that furthers the interests of early childhood education, to be nominated by a committee including representatives of the California Community Foundation, Los Angeles Universal Preschool, Preschool California, and Public Counsel Law Center.

3.2 The Committee members shall ~~serve in accordance with the terms be~~ appointed for a term of three years and for no more than three consecutive terms, as permitted by law Education Code §15282(a). Following an absence of one year, any individual whose term has expired due to statutory term limits shall be eligible to serve again.

3.3 Members are expected to attend all meetings. If a member without good reason acceptable to the Executive Committee of the Committee fails to attend either (a) two or more consecutive meetings or (b) three or more meetings in a year, then the Committee shall define the member as inactive and shall inform the Board of its action in accordance with procedure as established by the Committee.

3.4 Alternates. Pursuant to a request from a nominating entity listed in section 3.1, above, an individual to act as an alternate for a member of the Committee shall be selected and appointed in the same manner as the primary member. There shall be no difference for purpose of Section 3.2, above, between an individual who has been a primary member, an alternate, or both. The alternate may attend meetings in place of the primary member when the primary member cannot attend. On those occasions when the alternate member attends meetings of the Committee in place of the primary member, the alternate member shall be accorded all of the same rights and privileges as those accorded to the primary member except that if the primary member is the Chair, Vice-Chair, or

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Secretary of the Committee, then the alternate is not to act as the Chair, Vice-Chair, or Secretary. For example, if the Chair of the Committee does not attend a meeting and his or her alternate attends instead, the Vice-Chair would preside over the meeting, not the alternate of the Chair. If both the primary member and his or her alternate both attend a meeting of the Committee, only the primary member shall act as a member of the Committee for the time he or she is present. If an alternate is elected as an officer of the Committee, then the alternate shall become the primary member, after notification ~~of~~to the nominating entity.

3.5 If a nominating entity, as listed in §3.1 above, does not nominate a candidate within thirty (30) calendar days after Committee Staff has provided written notification of the need to do so, Committee Staff shall provide a second written notice to the nominating entity indicating that a candidate must be nominated within thirty (30) additional days or the nominating entity may be replaced. If the nominating entity fails to make a nomination within this extended time, or if a nominating entity notifies the District Board Secretariat in writing that it wishes to withdraw from being a nominating entity, then within two weeks of the end of that period, or the date of the notice of withdrawal, as appropriate, then the District Board President and the Committee Chair shall confer to propose a replacement nominating entity. The replacement nominating entity shall represent the equivalent interests of the entity being replaced and shall meet any applicable statutory requirements. The Members of the Board of Education and the Committee shall be notified, in writing, of the proposed replaced nominating entity and shall have thirty (30) calendar days to communicate a written objection to the proposed replacement nominating entity. If no Member communicates a written objection to the proposed replacement nominating entity to either the Board Secretariat or Committee Staff, as appropriate, within thirty (30) days, then the proposed nominating entity shall be confirmed as the new nominating entity and memorandum to that effect shall be placed on the Committee's website where this Charter is available to the public. If a Member does object, then the Board and/or Committee, as appropriate, shall vote to accept or reject the proposed nominating entity at its next meeting with a simple majority vote necessary to confirm and a memorandum regarding confirmation of the replacement nominating entity shall be placed on the Committee's website where this ~~Charter and Memorandum of Understanding~~MOU is available to the public. If the proposed nominating entity is rejected, then the Board President and Committee Chair shall confer again to propose a replacement nominating entity, taking into consideration the concerns stated by those Members voting to reject the previous proposed nominating entity. The process stated above will be repeated as required until a new nominating entity is confirmed.

3.6 No employee or official of the District shall be appointed to the Committee. No vendor, contractor, or consultant of the District shall be appointed to the Committee. Committee members shall comply with the District's Conflict of Interest Code and abide by Article 4 and Article 4.7 of Division 4 of Title 1 of the Government



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Code. Former District employees or officials may only be appointed to the Committee after a separation period of at least two years.

3.7 Committee members ~~are required to~~ shall sign a conflict of interest statement and ~~to~~ disclose any potential conflicts that may arise in the course of their service.

### **4. Committee Governance**

4.1 The Committee shall meet monthly or as the Committee shall deem necessary to conduct its business. All Committee proceedings shall be open to the public except as necessary to consider legally privileged matters consistent with State law. Notice to the public shall be provided in the same manner as the proceedings of the Board.

4.2 The Committee shall maintain bylaws regarding its internal organization. Such bylaws shall include the following:

4.2.1 A majority of the active members of the Committee shall constitute a quorum.

4.2.2 ~~4.2~~ Recommendations to the District to approve or disapprove ~~a project bond-funded projects, programs or activities~~ must be approved by a ~~majority of the active members quorum~~ of the Committee. Other ~~recommendations matters~~ may be approved by a majority of ~~the active members in attendance, provided that there is~~ a quorum.

4.2.3 ~~4.2.1~~ A provision for electing a Chair and other officers.

4.2.4 ~~4.2.2~~ A provision for an Executive Committee.

### **5. Committee Reports**

5.1 ~~The~~ In accordance with Education Code §15280(b), the Committee shall issue regular reports on the results of its activities. A report shall be issued at least quarterly and shall include a statement of the Committee's year-to-date budget vs. actual expenses incurred. Minutes of the Committee's proceedings and all documents received and reports issued shall be a matter of public record ~~and be made available at Committee meetings~~, with the exception of any documents that are protected by legal privilege or otherwise exempt from disclosure under the Public Records Act. Such minutes, documents and reports shall be posted on the Committee's website, which shall be provided and maintained by the District. .

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### **6. Commitment to the Committee**

6.1 The District acknowledges that ~~effective~~ oversight by the Committee is ~~not only~~ required by law ~~but~~ and is essential to the District's ability to successfully accomplish the construction, repair, and modernization of its schools. Therefore, the District commits to cooperate and coordinate with the Committee, and to provide it with access to information and with sufficient logistical support so that the Committee may effectively perform its oversight function. Further, the District will ensure that all District personnel are committed to open communication ~~and~~ including the timely sharing of information and teamwork with the Committee.

6.2 The District agrees to include the Committee's recommendations as part of the District's documentation when a project(s) is prepared for the Board's consideration for approval. The District agrees to track all recommendations made by the Committee and to report to the Committee whether the recommendation has been adopted by the District or rejected by the District; or the status of the District's consideration of the recommendation. ~~Tracking of Committee recommendations may be included as part of the Facilities Services Division's (FSD) and other District Divisions' progress reports to the Committee or as a separate written informational report to be provided to Committee Staff prior to each regular Committee meeting. Furthermore, promulgation~~ Promulgation of the Stamped Order of Business for Board meetings to Committee Staff ~~shall~~ reflecting Board action on items concerning Committee recommendations may serve as such notice.

6.3 At the Committee Chair's request, the District agrees to provide a time certain at Board meetings for the Committee Chair or a designated Committee Member to report on Committee matters to the ~~District~~ Board.

6.4 The Committee will ~~work with~~ provide oversight regarding the District ~~to help secure the~~ 's efforts to ensure that necessary plans, professional staff, and management systems are in place to develop and complete projects wisely and efficiently.

6.4.1 The District agrees that responsibility within the District for implementation of the construction and modernization program funded by the bonds shall be vested in the Facilities Services Division, which shall be headed by a Chief Facilities Executive who shall report directly to the Superintendent, and that responsibility for the implementation of other bond funded programs not executed by FSD (such as Information Technology ~~Division Servi~~ ITS ~~Services~~ [ITS] and Transportation Services Division [TSD]) shall reside with skilled personnel that are the respective ~~Division Leaders~~ senior managers.

6.4.2 Managers of the Facilities Services Division (FSD) shall have educational and employment experience comparable to that of persons with similar

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responsibility in the private sector. To ensure that the District employs managers of the Division who are so qualified, ~~and because the required qualifications and responsibilities of the Managers of the Division are unique relative to those of other District classified positions,~~ the Board shall, subject to the merit system provisions of the Education Code, no less than biennially, cause a survey of compensation ~~of for~~ managers of major construction programs and ~~managers of major public and private facilities in comparable locations~~ organizations across the United States in both the public and private sector. If the survey so demonstrates, ~~and~~ the Board and/or the Superintendent, shall make a finding that the managers of the District's Facilities Services Division are being ~~compensated accordingly at a level that will comparably compensated and this finding shall be communicated in writing to the Committee..~~ The District acknowledges that the required qualifications and responsibilities of the Managers of the Division are unique relative to those of other District classified positions and that the District needs to be competitive in the marketplace and thereby better ensure that the District will be able to continue to hire and retain highly qualified and experienced individuals to manage the bond-funded school construction and modernization program.

6.4.3 The District shall provide the FSD with dedicated procurement, accounting, legal, information-technology, personnel, and other support services sufficient for implementation of the construction and modernization program funded by bond proceeds.

~~6.5 — Subject to the availability of adequate resources from the District, the Committee will provide the District with independent oversight reports and evaluations by the Oversight Consultant, under the direction of the Committee. The Committee will report its findings and recommendations to the District and the public.~~

6.5 In accordance with Education Code §15280(a)(1), The District shall, without expending bond funds, provide the Committee with any necessary technical assistance and shall provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the Committee.

6.6 In order to ensure the independence and effectiveness of the Committee, the District shall commission through the Office of the Inspector General (OIG), an unbiased, competent and independent review of the Committee's processes, including its utilization of staff, consultants, and counsel ~~within five (5) years of the adoption of this MOU and within every five years thereafter~~ in calendar years ending in 2 and 7. The scope of the review shall be based on applicable statutory requirements of Education Code §§15278 - 15282 and the existing provisions of ~~the MOU.~~ the MOU.

6.7 ~~The District and the Committee agree that to ensure oversight by the Committee continues to be as effective as possible, the efficacy of this Charter and Memorandum of Understanding Amending the MOU. The District and the Committee agree that to ensure oversight by the Committee continues to be as effective as possible,~~

## LAUSD School Construction Bond Citizens' Oversight Committee Charter and Memorandum of Understanding

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the efficacy of this MOU will be evaluated on a periodic basis and a formal review will be jointly conducted by the District and the Committee ~~within five (5) years of the adoption of this Charter and Memorandum of Understanding and within every five years thereafter,~~ immediately following the reviews stipulated in §6.6, to determine if any amendments to this ~~Charter and Memorandum of Understanding MOU~~ should be made.

6.7.1 When a review pursuant to §6.6 is completed, within ten (10) days, the District shall communicate the report of the review, inclusive of any findings, to Committee Staff and the Chair of the Committee.

6.7.2 Within 90 days of receiving the report of the review, Committee staff shall advise District staff either (1) that the Committee deems that no amendments to the MOU are needed, or (2) that the Committee wishes to propose amendments to the MOU.

6.7.2.1. If Committee staff has advised District staff that the Committee deems that no amendments to the MOU are needed, then within 90 days of such notice, District staff shall advise Committee staff either (1) that the District deems that no amendments to the MOU are needed, or (2) that the District wishes to propose amendments to the MOU.

6.7.2.2. If both the Committee and the District deem that no amendments to the MOU are needed at that time, then no further actions shall be required pursuant to this section.

6.7.2.3. If either the Committee or the District deem that amendments to the MOU are needed at that time, then the Committee and District shall follow the protocol in §§6.7.3. and 6.7.4.

6.7.3 Upon either Committee staff or District staff communicating the intent to propose amendments to the MOU, then the following steps shall be followed:

6.7.3.1. Within 60 days of communicating the intent to propose amendments to the MOU, the initiating party shall communicate the proposed amendments to the responding party through staff.

6.7.3.2. Within 60 days of receiving the proposed amendments from the initiating party, the responding party shall communicate through staff whether the proposed amendments are acceptable or shall provide a counterproposal for amendments. Within 60 days of receiving a counterproposal, the other party shall communicate through staff whether the proposed amendments are acceptable or shall provide a further counterproposal for amendments. Staff for the parties shall continue to exchange counterproposals within 60 days of receipt of the last proposal until it is communicated that no further amendments are proposed.

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6.7.4 Upon it being communicated through staff that no further amendments are proposed, then the Committee shall place approval of the amendments to the MOU on its agenda for the next available meeting. If the Committee approves the amendments to the MOU, in whole or in part, then the form of the proposed amended MOU will be communicated to the District. The Board shall then place approval of the form of the proposed amended MOU on its agenda for the next available meeting. If the Board approves the form of the proposed amended MOU approved by the Committee, then the Chair of the Committee and the President of the Board shall execute the amended MOU. If the Board does not approve the form of the proposed amended MOU approved by the Committee, but approves a different form of proposed amended MOU, then the Committee will place approval of the Board-approved proposed amended MOU on its agenda for the next available meeting, and the process shall continue until both the Committee and the Board have approved the identical form of an amended MOU. Upon such mutual approval, the Chair of the Committee, the President of the Board, the Superintendent, and the Inspector General shall all execute the amended MOU.

6.7.4.1. If either the Committee or the Board reject a proposed amended MOU offered by the other and decline to offer a different form of proposed amended MOU, then the process for amending shall be deemed concluded and the existing MOU shall continue in full force and effect without change.

### **7. Access to Information**

7.1 The District agrees to provide the Committee with the necessary information to engage in effective oversight not hindsight. ~~Receipt~~ and agrees that provision of timely and complete information to the Committee is essential in order for the Committee to perform its duties.

7.2 All expenditures by the District of funds obtained through local bond proceeds authorized by Proposition BB and Measures K, R, Y, and Q, RR, US and any future bond measures which require an oversight committee, shall be subject to the review and oversight of the Committee, which shall review and report on all bond fund expenditures concerning whether the expenditures were made consistent with the purposes for which the bonds were authorized and otherwise made pursuant to a Strategic Execution Plan (SEP). The District may maintain separate SEPs for different bond-funded programs. The Committee will be entitled to access all information concerning bond-funded projects, programs, and activities not subject to legal privilege. The Committee has the responsibility to inform the public concerning the expenditure of bond proceeds in accordance with the provisions of Education ~~Code~~ Codes §15278 and 15280.

7.3 ~~The~~ In accord with Education Code §15280, the Committee shall review annual, independent performance and financial audits of the bond fund expenditures and report to the public no less than once each year in which bond funds are being spent regarding the use of the funds. ~~Furthermore, per~~ Per Education Code §15280(a)(2), the

## LAUSD School Construction Bond Citizens' Oversight Committee Charter and Memorandum of Understanding

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Board shall provide the Committee with responses to any and all findings, recommendations, and concerns addressed in the audits within three months of receiving the audits. ~~The Committee shall serve as the single statutory Oversight Committee for Proposition BB and Measures K, R, Y, Q, and any future bond measures which require an oversight committee.~~ In order for the Committee to fulfill this statutory obligation, the Committee shall have independent access to and the ability share information and ask questions of the outside auditor, including during the audit planning and scoping process, and to receive and review draft and final audit reports on the same basis and at the same time as the District. At the request of the Committee the District shall facilitate such consultations and communications.

7.4 The Committee is entitled to information concerning bond-funded projects, programs, and activities, with the exception of legally privileged information such as information pertaining to litigation, personnel matters, confidential student information, labor negotiations, procurements in process and investigations of possible criminal activity. If the Committee finds it necessary to request legally privileged information, the District will consider on a case-by-case basis the balance between the Committee's need to know and the District's ~~need and~~ ability to protect its legal privilege.

7.5 The District acknowledges its duty to gather, analyze and publish information necessary for the Committee and the public to understand the impact of the District's construction, repair and modernization plans, policies and practices on students and the community. This information will enable full and fair participation by all communities in the evaluation of the District's plans to build, repair and modernize schools.

7.6 The District agrees to present information concerning bond-funded projects, programs, and activities to the Committee, in the form of amendments to a Strategic Execution Plan (SEP), before the District commits itself to a course of action. If a project or any component thereof will result in an impermissible expenditure of bond funds, all parties agree that it should be discovered at an early stage. The Committee has the responsibility to recommend against the expenditure of bond funds when the District ~~does has~~ not ~~provide~~ provided timely and adequate information for effective oversight, or when a project or program appears to be impermissible or imprudent.

7.7 The District shall maintain Strategic Execution Plans (SEPs) for the use of the bond proceeds, which shall include the program goals and principles, sources and uses of funds, deliverables, and associated project delivery schedules. The District agrees to provide the Committee with the opportunity to consider all SEP amendments prior to final action by the Board. All SEP amendments shall consist of a budget, scope and schedule and shall be considered in a public meeting at which taxpayers, parents, students, employees, other government agencies, community organizations, and business interests shall be afforded an opportunity to comment. Whenever the District seeks the



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Committee's recommendation regarding an SEP amendment proposing to use bond funds for a project, District Staff shall confirm in writing to BOC Staff that the District Office of General Counsel has reviewed the proposed project and determined that it may proceed to the Committee for its consideration for recommendation to the Board of Education. ~~Furthermore, on~~ On an annual basis, the District shall publish SEP documents that reflect changes, updates, and amendments and post ~~it~~ them on the District's and Committee's websites. The updated SEP documents shall not include any projects and programs not already considered by the BOC and approved by the Board.

7.7.1 If the District elects to finance or fund a project that would be eligible for bond-funding through another source, such as Certificates of Participation ("COPs"), then the District agrees that it shall not at a later time seek reimbursement for the project, or defeasance of such COPs, from bond funds unless the District has brought the proposed project, and its proposed funding mechanism, to the Committee for its review and recommendation prior to final action by the Board committing to the project and its funding source, in the same manner as it would for an SEP amendment.

7.8 To support the Committee, and ~~the legislature's~~ State and District voters' intent for such a Committee, the District agrees to provide the Committee with regular updates, both written and in the form of presentations at public meetings, consisting of detailed information regarding progress made, significant schedule and budget variances, and changes in scope. Any significant changes in the scope and intent of a project shall necessitate a redefinition of a project and the presentation of an updated SEP amendment to the Committee for their consideration and subsequently to the Board for their approval.

7.9 Progress reports. Written progress reports shall be provided to the Committee by FSD and other District Divisions with significant bond work underway. The progress reports shall identify significant work underway and risks associated with the projects, key deliverables for major programs, program expenditures, progress on key milestones, recent bond related actions taken by the Board, and any other information requested by the Committee Staff. The frequency and contents of the progress reports shall be agreed upon by each District Division and Committee Staff ~~and outlined in a written letter of agreement.~~ The progress reports shall be posted on the District's and Committee's websites.

7.10 Project variance reports. Project variance reports, including project budget increases and schedule completion variances, and other information requested by Committee Staff, shall be provided by FSD and other District Divisions with significant bond work underway to the Committee Staff. These reports shall be delivered in a timely manner and, as mutually agreed upon, are subject to changes in content and format from time to time depending on the focus, progress and stage of bond funded projects. If Committee Staff has questions or requests related to these reports, District staff shall provide detailed project specific information to Committee Staff upon request. The

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frequency of the project variance reports shall be agreed upon by each District Division and Committee Staff ~~and outlined in a written letter of agreement.~~

7.11 If there are major events that could have significant impacts on the program, the District ~~staff~~ shall report on them to the Committee as early as possible, even if it is not then practical to develop precise quantitative predictions of their impacts.

7.12 The District and Committee recognize that the Board-'s priorities and focus change over time resulting in changes to bond funded projects and programs, and such changes may necessitate adjustments to the BOC's focus as well. As ~~such, no less than annually needed,~~ Committee Staff shall meet with each Division with responsibility for the management ~~and~~ execution of an aspect and compliance of all aspects of the District's bond program to review, and update as appropriate and necessary, the type, frequency, form and content of the various information reports provided. ~~These agreements shall be outlined in a written letter of agreement between Committee Staff and District staff.~~

7.13 On occasion the Committee forms task forces to research and report on special topics. District shall support any Committee task forces, including participating in meetings, providing information, answering questions, and responding to reports and recommendations.

### **8. Logistical Support from the District**

8.1 The District ~~agrees to~~ shall provide the Committee with technical and administrative assistance and financial resources in furtherance of its mission and purpose. Financial support will not come from bond funds, except to the extent permitted by law. This assistance includes but is not limited to the commitment of sufficient staff time within the FSD, the Office of the Chief Financial Officer (CFO), and other District Divisions to prepare periodic reports that will show the Committee what projects are proposed, what each project is estimated to cost, when each project is scheduled to be completed, each project's current stage of completion, and the final cost of the project. The District ~~staff~~ will assist the Committee and its representatives in the fulfillment of the Committee's mission and purpose, including the following:

8.1.1 A rational and timely audit system including annual financial and performance audits (as required by law), audits ~~, reviews, and evaluations~~ of bond-funded projects, programs, and activities (as outlined in the Inspector General's approved work plan), ~~process audits~~ and other audits as mutually agreed upon by the District and the Committee. All audits shall be performed according to required standards, e.g., Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting and Generally Accepted Government Auditing Standards (GAGAS). To the extent such audits may not, in the opinion of District bond counsel, be funded by bond proceeds, the District ~~commits to making~~ shall make District funds available for such audits.



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~~8.1.2 Providing staff and office supplies budgets sufficient for the Committee to prepare its agenda, distribute materials, prepare minutes, and publish and distribute quarterly reports. Staff shall include a Director and Administrator to assist the Committee.~~

8.1.2 Upon request from Committee Staff, the District shall allow Committee Staff to consult with the Inspector General and/or other District auditors and to recommend topics and areas for potential audit as part of the audit plan development process, before a draft audit plan is submitted for the Committee's consideration. The Committee shall be entitled to receive the final report of any audit conducted by the district or any outside party that is otherwise public and not protected from disclosure by an express provision of law. In addition, the Committee may, upon request, review the workpapers of any completed audit that is paid for in whole or part with bond funds, as part of its exercise of statutorily required oversight of the prudent expenditure of bond funds.

8.1.3 Providing Committee staff and sufficient annual operating budgets for the Committee to pay for professional services and consultants, KLCS and meeting production costs, office supplies, Committee member training, and sufficient resources for the Committee to conduct its activities and meet its obligations under open meeting laws. District office space shall be provided to the Committee for its staff to conduct its activities independently and professionally, with appropriate privacy, confidentiality and security. The office shall be equipped with computers, supporting office technology and phones, and access to printers/copiers. The office shall be located in proximity to senior FSD staff to facilitate coordination and access.

8.1.4 Committee staff shall include a BOC Administrator and a BOC Coordinator subject to the requirements and protections of the LAUSD classified personnel system and the Personnel Commission to assist the Committee. The District shall not use its Human Resources staff or procedures or influence the work of the Personnel Commission in a way that violates the terms of the MOU or threatens the independence of the Committee or its staff.

8.1.5 ~~8.1.3~~ Providing an independent Oversight Consultant with to advise the Committee, who has a background and skills in construction planning, management, and oversight of bond programs, responsible to the Committee, who can advise the Committee regarding methods the District is using or could be using to construct, repair and modernize schools. The Oversight Consultant shall be a contractor to and paid by the District but will be answerable and responsible only to the Committee.

8.1.6 ~~8.1.4~~ Providing Independent Legal Counsel, responsible to the Committee, to advise the Committee on relevant legal issues and attend the Committee's public meetings. The cost for such Legal Counsel will be paid by the District but all legal privilege and client loyalty shall be accorded solely to the Committee.

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8.1.7 ~~8.1.5~~ Broadcasting and recording Committee meetings with translators available at the meetings as needed and as available. The District Board Meeting Room will be available to the Committee for its meetings.

8.1.8 ~~8.1.6~~ Maintaining a website on which the Committee can post relevant information in accordance with Education Code §15280(b).

8.1.9 ~~8.1.7~~ Providing a travel budget sufficient to allow each member of the Committee to attend one *bona-fide* conference or educational seminar related to California school facilities each year and to allow the Committee Chair or other Committee member to testify before a State authority if approved by a majority of Committee members.

### **9. District Handling of Committee Expenses**

9.1 In order for the Committee to function within the District budget, accounting, human resources, payroll, procurement, and other procedures and systems, the Committee must have an “identity” within the District chart of accounts, organization code, and other structures.

9.2 The Committee, the Superintendent and the ~~District's CFO agree~~ Board of Education gree that the ~~CFO will~~ District shall cause to be created a Committee “organization” within the organizational hierarchy of the ~~CFO~~ District in a non-bond funded department, directly “reporting” to ~~the CFO~~ that Department/Division head. This Committee organization will have an annual budget assigned to it that will be adequate for the Committee to carry out its duties, responsibilities, and powers set forth in this Charter. It shall also have the ability to receive District staff services, engage and pay its independent legal counsel, consultant, and other contractors; to order and reimburse District organizations for services such as recording and televising Committee meeting, translation services, and security; to order office supplies and other materials, and to otherwise conduct its necessary business activities in its conduct of the activities included in ~~this the~~ MOU.

9.3 The ~~CFO~~ Division/Department head of the “BOC organization”, and his/her direct reports, will in no way have any control over or responsibilities for the actions and activities of the Committee. For personnel purposes, District employees assigned as staff to the Committee will be considered as direct reports to the ~~CFO~~ this Division/Department head.

9.4 For those items that require District approval, shall be reviewed and considered in a timely manner by the ~~CFO~~ Division/Department head, or a person or persons designated by him/her. Invoices rendered by the Committee’s independent Legal Counsel, Oversight Consultant, and other contractors will be initially approved by the Committee Chair or, in the absence of the Committee Chair, the Vice Chair or other designated Committee member.

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9.5 The Committee and Committee Staff will receive the same periodic reports, including those relating to budget and actual expenditures and other matters that all District organizational units receive. Documents relating to Committee transactions will be limited in distribution to those with a need to access them, consistent with the provisions of California statutes.

9.6 If the ~~CFO~~ Division/Department head has questions regarding any Committee financial transaction or activity, he/she will make inquiries of the Committee Chair or, in the absence of the Chair, the Vice Chair, in a timely manner, to resolve the matter.

9.7 With respect to any procurement for the Committee, the Committee must comply with all of the District's policies and procedures for such procurements.

### **10. Protocols with the Office of the Inspector General**

10.1 The Office of the Inspector General's (OIG) charter specifically authorizes investigations, including, where appropriate, investigations that could lead to criminal indictments. The OIG has the statutory authority to subpoena witnesses and compel the production of information and documents. The OIG's Office of Investigations is staffed with trained investigators, most of whom have law enforcement experience. The Committee does not have the resources to conduct investigations. Any and all matters that involve investigations are solely the responsibility of the OIG and the Committee shall not conduct investigations. If matters involving alleged or potential fraud, waste, misuse, or other matters that could lead to investigations become known to Committee members or staff, the information regarding these matters will be provided to the OIG in a timely manner. If requested by the OIG, the Committee will, to the best of its ability, provide information regarding investigations of other parties and provide other requested assistance where possible.

10.2 If there is a report or allegations of fraud, waste, misuse, or other matters with respect to bond funds pertaining to the Committee or the OIG, such report or allegations shall be referred to the Board President. The Board President shall, with the advice of the District's General Counsel, refer the item for investigation and action, as appropriate.

10.3 The OIG has statutory responsibilities regarding the confidentiality of its investigations and the results thereof. The Committee has no unique rights to any OIG investigation reports or information, other than as the OIG shall conclude are appropriate within its statutory responsibilities.

10.4 The Committee and the OIG share responsibility regarding the integrity of the systems District Divisions have implemented in furtherance of the District's bond activities that the OIG monitors through audits and other non-investigatory types of analysis. Information regarding such audits, studies, and reports arising therefrom are not

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statutorily confidential and, at the discretion of the parties, may be shared between them, but will generally become public documents only when completed in final form.

10.5 The Committee and the OIG will endeavor to keep the other informed of the scopes of their non-investigatory work through exchange of work plans and regular periodic meetings. Each shall attempt to avoid duplication of work performed, in progress, or planned, by the other without a compelling reason to do so.

~~10.6 Certain matters may arise which involve both investigations and audits; for example, a potential criminal investigation that centers on a weakness in internal controls. While the Committee has no role in such investigations until completed and properly publicized, if appropriate, and, to the extent practical without compromising its investigations, the OIG shall inform the Committee of its findings regarding internal control weaknesses and related matters. The Committee and the OIG shall, as appropriate in individual situations, meet and confer regarding work to evaluate and report on internal control and related matters, including which party should conduct such work, scope, and timing thereof.~~

10.6 The Committee and the OIG shall meet and confer regarding oversight and investigation as appropriate in individual situations and regarding organization processes.

10.7 The District will publicize the OIG's availability to investigate allegations of waste, fraud or abuse regarding the expenditure of local bond funds. Certain public audits or reports prepared by the OIG will be made available on the District's website. The Committee will provide oversight regarding the OIG's expenditures for conducting bond-related audits and any bond-funded investigations.

10.8 The OIG shall prepare its Annual Work Plan, including all proposed bond-funded projects, programs, and activities and present it to the Committee for its recommendations to the Board for its approval. The Annual Work Plan shall serve as the OIG's annual SEP update for the work anticipated for the upcoming fiscal year.

APPROVED AND DULY ADOPTED AS OF THE ~~18th~~      DAY OF ~~APRIL, 2017~~  
    , 2025 BY:

LAUSD Board Of Education

Los Angeles Unified School District

By: \_\_\_\_\_  
President of the Board

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

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LAUSD Office of the Inspector General

LAUSD School Construction Bond  
Citizens' Oversight Committee

By: \_\_\_\_\_  
Inspector General

By: \_\_\_\_\_  
Chair of the Committee

DRAFT - FOR DISCUSSION

<b><u>Section No.</u></b>	<b><u>Description of Proposed Revisions</u></b>
1.2	Changes to reflect that this Amended MOU supersedes the prior version adopted in 2017.
2.1	The shared vision section is moved to section 2.2 and the mission statement is moved to 2.1 and references to Measures RR and US are added.
2.2	The shared vision section is moved to 2.2 and revised for clarity.
2.3	Section 2.3 is revised and broken into subsections to emphasize the essential elements of the Committee's mission and vision.
3.1.2	This section is updated to reflect that the Association of California School Administrators-Retired (ACSA-R) has replaced the AARP as the BOC's participating senior citizens' organization.
3.2	This section revises the terms of the BOC members to be for three years, up to three consecutive terms. Changes to Education Code §15282(a) have made these longer terms available should the BOC and District agree to implement them.
4.2.2	Revisions seek to clarify that a quorum of the BOC, i.e., a majority of the members, is required to approve a recommendation regarding a bond-funded project.
5.1	Revision to reflect presence of a statutory requirement and to eliminate an obligation that copies of public record materials held by the BOC be available at its meetings when they are available on the BOC's website.
6.1	Revisions for clarity.
6.2	Revisions to reflect current practice regarding tracking the BOC's recommendations to the Board of Education.
6.4	Revisions for clarity.
6.4.1	Revisions for clarity.
6.4.2	Revisions for clarity and to reflect current practice.
6.5	Revised to reflect statutory source of provision and for clarity.
6.6	Revised for clarity and to specify when the independent reviews of the BOC's processes are to occur.

<b><u>Section No.</u></b>	<b><u>Description of Proposed Revisions</u></b>
6.7	This section is revised, and subparts 6.7.1—6.7.4.1, are added to create a formalized process for the BOC and/or the District to propose and adopt revisions to the MOU.
7.1	Revisions for clarity.
7.2	Revisions to add statutory reference and to add Measures RR and US.
7.3	Revisions to this section concern formalizing the BOC’s expectations regarding its access to the outside auditors performing the annual performance and financial audits of the District’s bond expenditures.
7.6	Revisions for clarity.
7.7	The revisions in this section formalize the current protocol whereby District Staff confirm in writing that the District’s Office of General Counsel has reviewed a proposed project that is to be bond-funded and has determined that it may proceed to the BOC for consideration of a recommendation.
7.7.1	This section is added to address future occasions when the District may elect to finance a project using Certificates of Participation (COPs) or other funding sources and then later seek to use bond funds to defease the COPs or replace the original funding source with bond funding. This section provides that the District agrees it will not seek to use bond funds as the ultimate funding source for a project unless it has brought the proposed project, and its proposed initial funding mechanism, to the BOC for review and recommendation prior to final action by the Board of Education committing to the project and its initial funding source.
7.8	Revisions for clarity.
7.9	Revised to reflect current practice.
7.10	Revised to reflect current practice.
7.12	Revised to reflect current practice.
7.13	This section is added to confirm that the District will support BOC task forces.
8.1	Revisions for clarity.
8.1.1	Revisions to expand and document current practice of BOC scope of review to include bond-funded OIG work products “reviews, and

<b><u>Section No.</u></b>	<b><u>Description of Proposed Revisions</u></b>
	evaluations;” not just audits. Adds the specific required standards for audits.
8.1.2	Revisions more precisely define the specific role and participation of BOC in scope development, work process, meetings and draft and final documents of audits and reviews.
8.1.3	Revisions identify what dedicated services and operations the BOC annual operating budget funds and the District’s commitment to providing these resources.
8.1.4	Revisions provide updated personnel classifications of District employees assigned to BOC and identify specific personnel protections afforded by the District.
8.1.5	Revisions to update the description of the independent Oversight Consultant.
8.1.8	Revision to reflect statutory source of provision.
9.2	These revisions propose to have the BOC’s budgetary “identity” within the District’s chart of accounts, organization code, and other structures removed from Office of the Chief Financial Officer and placed instead with a Department/Division head that is not responsible for auditing bond-related programs or involved with bond-funded projects.
9.3	Revisions to conform to §9.2.
9.4	Revisions to conform to §9.2.
9.6	Revisions to conform to §9.2.
10.6	These revisions are proposed so that the MOU provisions match the protocols by which the BOC and OIG have been successfully operating together for many years.