



Board of Education Report

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File #: Rep-198-20/21, Version: 1

**Approval of Procurement Actions
January 12, 2021
Procurement Services Division**

ADOPTED

Action Proposed:

Staff proposes that the Board of Education (Board) **ratify** the contract actions taken by the Procurement Services Division within delegated authority as listed in Attachment “A” including the approval of award of Professional Service Contracts not exceeding \$250,000: New Contract; Contract Amendments; Low Value - Purchase Orders; Goods and General Services Contracts: Purchase Orders; Low Value - Purchase Orders; District Card Transactions; Rental of Facilities; Travel/Conference Attendance; General Stores Distribution Center; and Book/Instructional Material Purchase Orders; and **approve** Professional Service Contracts (exceeding \$250,000): New Contracts 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

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in Attachment “A” includes:

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

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

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

Student Impact:

See attached Board Informatives.

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

Informatives:

Informative - Erik Johnson, Contract No. 4400008385-1

Informative - Loyola Marymount University, Contract No. 4400005692-4

Informative - Education Pioneers, Contract No. 4400009153

Informative - Warehouse November 2020

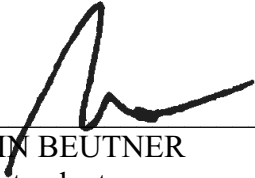
Informative - Sedgwick Claims Management Services, Inc., Contract No. 4400009141

Informative - Cedars-Sinai Health System, Contract No. 4400008025

Submitted:


12/11/20

RESPECTFULLY SUBMITTED,




AUSTIN BEUTNER
Superintendent

APPROVED & PRESENTED BY:



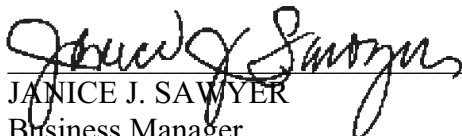
MEGAN K. REILEY
Deputy Superintendent
Business Services and Operations

REVIEWED BY:



DEVORA NAVERA REED
Interim General Counsel


APPROVED & PRESENTED BY:



JANICE J. SAWYER
Business Manager
Office of the Business Manager

Approved as to form.

REVIEWED BY:



TONY ATIENZA
Director, Budget Services and Financial Planning

APPROVED & PRESENTED BY:



JUDITH REECE
Chief Procurement Officer
Procurement Services Division

Approved as to budget impact statement.

ATTACHMENT A

APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**A. PROFESSIONAL SERVICE CONTRACTS ALREADY AWARDED****NEW CONTRACTS/AMENDMENTS/ASSIGNMENTS NOT EXCEEDING \$250,000****OFFICE OF THE CHIEF FINANCIAL OFFICER****\$70,400**

<u>CONTRACTOR</u>	<u>IDENTIFI- CATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Erik Johnson	4400008385-1 Item A	Amendment to extend term and increase capacity of single-source contract to improve financial transparency and stakeholder engagement by developing new reporting and analysis processes and outputs, support the work of student centered funding grant, and develop financial and testing models to support COVID-19 testing efforts. Current Contract Term: 05/15/20 through 10/29/20 New end date by this amendment: 12/31/20 Initial Contract Value: \$211,200 *Amendment No. 1: \$70,400 (Execution Date: 10/27/20) Aggregate Contract Value: \$281,600	COVID-19 Funds (57%) General Funds (25%) Student Support Centered Funding Grant (18%)	\$70,400*
Requester: <i>David Hart, Chief Financial Officer Office of the Chief Financial Officer</i>				

ATTACHMENT A

APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY

B. PROFESSIONAL SERVICE CONTRACTS ALREADY AWARDED

NEW INCOME CONTRACTS/AMENDMENTS NOT EXCEEDING <\$500,000>

DIVISION OF INSTRUCTION

<\$124,889>

<u>CONTRACTOR</u>	<u>IDENTIFI- CATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Loyola Marymount University	4400005692-4 Item B	Amendment to extend term and increase capacity of revenue contract to provide a comprehensive professional development program with focus on meeting the needs of English Learners.	Revenue	<\$124,889*>

Current Contract Term: 09/01/16 through 08/31/20
New end date by this amendment: 08/31/21

Initial Contract Value: <\$116,463>
Amendment No. 1: <\$119,063>
Amendment No. 2: <\$121,217>
Amendment No. 3: <\$123,338>
*Amendment No. 4: <\$124,889>
(Execution Date: 10/21/20)
Aggregate Contract Value: <\$604,970>

Requester: *Lydia Acosta-Stephens*
Executive Director
Multilingual & Multicultural Education Department
Division of Instruction

ATTACHMENT A

APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**B. PROFESSIONAL SERVICE CONTRACTS ALREADY AWARDED**

NEW INCOME CONTRACTS/AMENDMENTS NOT EXCEEDING <\$500,000>

OFFICE OF THE SUPERINTENDENT

<\$105,000>

<u>CONTRACTOR</u>	<u>IDENTIFI- CATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Education Pioneers	4400009153 Item C	Provide a fellow to support Los Angeles Unified's COVID-19 response efforts, including ensuring continuity of learning for students and proper testing for staff and students going to offices and school sites.	Revenue	<\$105,000>

Contract Term: 11/09/20 through 11/05/21**Contract Value:** <\$105,000>Requester: *Pedro Salcido, Chief of Staff
Office of the Superintendent*

ATTACHMENT A

APPROVAL OF PROCUREMENT CONTRACTS: RATIFICATION OF DELEGATED AUTHORITY**Item D - November 2020****C. PROFESSIONAL SERVICE NOT EXCEEDING \$250,000**

November 2020 = \$1,127,790

YTD = \$14,951,008

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>November</u> <u>Qty of POs</u>	<u>YTD</u> <u>Qty of POs</u>	<u>November</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Low Value – Purchase Orders – <i>November 2020</i>	183	1,154	\$1,127,790 <i>(Avg. \$6,163)</i>	\$14,951,008

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

November 2020 = \$63,804,831

YTD= \$198,281,840

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>November</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>YTD</u> <u>Qty of POs/</u> <u>Transactions</u>	<u>November</u> <u>Total</u>	<u>YTD</u> <u>Total</u>
Low Value – Purchase Orders – <i>November 2020</i>	2,676	16,634	\$6,009,234 <i>(Avg. \$2,246)</i>	\$29,573,816
Purchase Orders – <i>November 2020</i>	38	153	\$9,593,279 <i>(Avg. \$252,455)</i>	\$27,934,297
DISTRICT CARD TRANSACTIONS (i.e., P-Card, Fuel Card, Toshiba Card, etc.) – <i>(COVID-19 Transactions = 10 for total of \$142,499) – November 2020</i>	5,319	26,546	\$1,537,616 <i>(Avg. \$289)</i>	\$7,994,969
Rental Facilities – <i>November 2020</i>	0	0	\$0	\$0
Travel/Conference Attendance – <i>November 2020</i>	22	174	\$2,634 <i>(Avg. \$120)</i>	\$82,021
GENERAL STORES DISTRIBUTION CENTER – <i>(COVID-19 Transactions = 42 for total of \$19,552,836) November 2020</i>	121	666	\$20,726,588 <i>(Avg. \$169,890)</i>	\$43,231,000
BOOK/INSTRUCTIONAL MATERIAL PURCHASE ORDERS (BPO) – <i>November 2020</i>	122	2,216	\$25,935,480 <i>(Avg. \$212,586)</i>	\$89,465,737

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

A. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS

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

OFFICE OF THE BUSINESS MANAGER

\$10,565,385

<u>CONTRACTOR</u>	<u>IDENTIFI- CATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Sedgwick Claims Management Services, Inc.	4400009141 Item E	Approval for formally competed short-term new contract to continue Workers Compensation Third Party Administrator services.	Workers Compensation Fund (100%)	\$10,565,385

Contract Term: 02/01/21 through 01/31/22

Contract Value: \$10,565,385

Requester: *Janice Sawyer, Business Manager
Office of the Business Manager*

ATTACHMENT B

REQUEST FOR APPROVAL OF PROCUREMENT CONTRACTS NOT UNDER DELEGATED AUTHORITY

B. APPROVAL OF PROFESSIONAL SERVICE CONTRACTS

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

DIVISION OF INSTRUCTION

<\$757,315>

<u>CONTRACTOR</u>	<u>IDENTIFI- CATION NO.</u>	<u>DESCRIPTION</u>	<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>
Cedars-Sinai Health System	4400008025 Item F	Revenue contract for the support of Certified Athletic Trainer Services at Banning, Carson, Crenshaw, Dorsey, and Westchester High Schools.	Revenue	<\$757,315>

Contract Term: 01/01/20 through 06/30/21

Contract Value: <\$757,315>

Requester: *Allison Yoshimoto-Towery*
Chief Academic Officer
Division of Instruction

INTEROFFICE CORRESPONDENCE
 Los Angeles Unified School District
 Office of the Chief Financial Officer

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: V. Luis Buendia
 Deputy Chief Financial Officer

SUBJECT: CONTRACTOR NAME: Erik Johnson
CONTRACT NO.: 4400008385
CONTRACT AMOUNT: \$281,600
REQUEST TO AMEND PROFESSIONAL SERVICES CONTRACT

Student Impact:

The work on budget transparency is supporting the community of schools by designing the District's budget and financial statements to support the new District structure. Making the budget easier to understand will allow school administrators to focus on student outcomes. The development of student centered funding formula will increase the support provided to our high needs students. In addition, the work done on COVID-19 testing plan will make it safer for students to return to a physical classroom.

Introduction

Many concerns have been raised about the complexity in understanding the District's budget and financial statements. These concerns need to be addressed and we are therefore tasked to produce simple to understand budgets and financial statements for senior leaders, management, parents, school communities, and the public. Mr. Johnson is helping in providing a mapping to convert the complex financial data into what is simple and easy to understand. He has been working on developing a roadmap of financial reporting requirements, determining areas of improvements and advising on the District's open data portal. The portal includes a dashboard for stakeholders to explore District and school-level budget and expenditure data. Now that school operations are being decentralized to the communities of schools where the support for schools is aimed at being in the core of the community, it is imperative that financial information is simple in order that schools make the right decisions in allocating resources to ensure equity and maximize the benefit to their students and to support District goals.

Mr. Johnson coordinated preparation of the District's application for the USDE's "New Grants Under the Well-Rounded Education through Student-Centered Funding Demonstration Grants Program" (CFDA 84.424E). The purpose of the program is to provide competitive grants to LEA's to demonstrate model programs for providing well-rounded education opportunities through the development and implementation of student-centered funding systems based on weighted per-pupil allocations under section 1501 of the ESEA (Elementary and Secondary Education Act). Mr. Johnson will assist in developing the student-centered funding system.

One of Mr. Johnson's important role is his involvement in the overall strategy on preparing and messaging across all aspects of the District's COVID-19 testing program. This work included a model to determine per day testing capacity, by vendor, used to determine the testing plan for re-opening schools. Scenario modeling and projections on implementing a districtwide COVID-19 testing program has also been developed to enable district leadership to understand trade-offs and pressures on district and vendor capacity. Financial impacts on models of multiple testing scenarios, including third party costs and internal LAUSD costs of testing program, has been valuable in the decision making process. Mr. Johnson has provided documentation on data-flow and system architecture and contributed in identifying and developing plans to mitigate risk and issues, which is a key component of the planning process. Mr. Johnson has been coordinating interaction with Medical University partners including UCLA, Stanford and Johns Hopkins University, and Anthem Healthcare.

Why is this necessary?

This amendment will extend the contract to continue the work on improved new reporting and analysis process and outputs of LAUSD's finances. The work includes assessment of the current state of financial planning and analysis team capacity and work products, engaging with stakeholders to identify areas of improvement in financial transparency and analysis, creating analysis and reporting products as directed by the Chief Financial Officer (CFO) and other stakeholders to improve transparency and stakeholder engagement, and providing an ad hoc analysis as directed by the CFO. Mr. Johnson will also continue supporting development of the student centered funding formula.

The amendment will allow Mr. Johnson to continue working on and updating models on vendor capacity, financial impact and risks associated with developing the COVID-19 testing plan. COVID-19 testing plan is one of the key components in the decision making of when to reopen schools and allow students to return to a physical classroom.

Why do we need to do this now?

Mr. Johnson's experience and depth in knowledge on financial statement and budget analytics have and will continue to provide added-value in our efforts to increase transparency and credibility to the public on the District's financial information and to ensure optimal allocation of resources to the communities of schools of both base and supplemental/concentration funds. The work on student centered funding has begun and the District has to meet key deadlines of the grant. It is also extremely important for the District to continue the testing work which will enable district leadership in making ongoing decisions about safe reopening of schools.

What would happen if this were not approved?

If this were not approved, Los Angeles Unified, senior leaders, parents, the community and the public would not be able to benefit from Mr. Johnson's expertise during an important, critical, and challenging time in this financial uncertainty and when the District is faced with scrutiny on presenting financial information. The work on development of the student centered funding formula will be impacted. The District will also not be able to benefit from Mr. Johnson's work on the COVID-19 testing plan. Unless we have a solid strategy on testing District students and employees with minimal disruption and cost, our students will not be able to return to a physical classroom and be taught face to face by a teacher.

Members, Board of Education
Austin Beutner, Superintendent

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What are the terms of the proposed agreement?

This Agreement is being extended to December 31, 2020 and funding sources are COVID-19 reimbursements, Student Centered Grant Funds, and the General Fund.

If you have any questions or require information, please contact me at luis.buendia@lausd.net or at (213) 241-2150.

c: Devora Navera Reed
Pedro Salcido
Patricia Chambers
Jefferson Crain
Megan K. Reilly
David D. Hart
Janice Sawyer
Judith Reece

INTEROFFICE CORRESPONDENCE
 Los Angeles Unified School District
 Division of Instruction

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: Alison Yoshimoto-Towery
 Interim Chief Academic Officer

Lydia Acosta Stephens, Executive Director
 Multilingual and Multicultural Education Department

SUBJECT: CONTRACTOR NAME: Loyola Marymount University
CONTRACT NO.: 4400005692-4

CONTRACT AMOUNT: <124,889>

REQUEST FOR PROFESSIONAL SERVICES CONTRACT

Student Impact:

Project ROYAL has two main goals:

1. Improve and increase the use of evidence-based and research-based strategies in TK-3 classrooms with an emphasis on English Learners
2. Conduct evaluation and research to support continuous improvement of the program that supports a replicable model in other elementary schools

Introduction

This informative is to provide information for the continuation of the five-year implementation of Project ROYAL, which provides continuous professional development for teachers, parents, and administrators. Loyola Marymount University (LMU) serves as the lead agency in consortium with Los Angeles Unified (L.A. Unified) and serves as the lead agency in partnership with the Sobrato Family Foundation (SFF) – developer of the SEAL Model. Project ROYAL emphasizes standards-aligned academic language, literacy and content knowledge developed through interdisciplinary teaching in elementary schools to support all students with language proficiency.

Why is this necessary?

Project ROYAL aligns to Board Resolution *Realize the Promise: Close the Gap by 2023*. It was adopted in June 2018 and focuses on preparing all students initially identified as English Learners in kindergarten or first grade to be Reclassified Fluent English Proficient (RFEP) by the end of sixth grade. Its sole purpose is preventing Long Term English Learners (LTELs) in secondary schools. In addition, the resolution requires that all students experience classroom environments that validate, value, and build upon their language and culture. Project ROYAL

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addresses these requirements of building upon students' assets and preparing students TK-3rd for reclassification.

Why do we need to do this now?

L.A. Unified is in the 5th year of a 5-year commitment of Project ROYAL implementation, a Federal grant that runs out in 2021-22 school year.

What would happen if this were not approved?

If not approved, the current work at the four Local District Central school sites (Maple PC (Board District #2), Trinity EL (Board District #2), Mack EL (Board District #1), and Harmony EL (Board District #5) will not continue.

What are the terms of the proposed agreement?

L.A. Unified:

- *Multilingual and Multicultural Education Department (MMED):*
 - provides collaboration in all implementation efforts
 - coordinates and ensures alignment of services within L.A. Unified School District, Project ROYAL, SEAL and across sites
 - supports Local District and site level administrators in the implementation of SEAL
 - bridges communication with district evaluation and data systems teams to support evaluation efforts
- *Office of Data and Accountability (ODA)*
 - cooperates with MMED and LMU to provide data as outlined in agreements
- *Local and Site Level Leadership*
 - collaborate in all implementation efforts
 - coordinate and ensure alignment of services within local district, Project ROYAL, SEAL, and across sites
 - bridge communication with MMED and Project Leadership to support implementation, professional development, and evaluation efforts

If you have any questions or require additional information, please contact Lydia Acosta Stephens, Executive Director at lstephen@lausd.net or (213) 241-5582.

c: Devora Navera Reed
Pedro Salcido
Patricia Chambers
Jefferson Crain
Megan K. Reilly
Janice Sawyer
Judith Reece

INTEROFFICE CORRESPONDENCE
 Los Angeles Unified School District
 Office of the Superintendent

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: Pedro Salcido, Chief of Staff

SUBJECT: CONTRACTOR NAME: Education Pioneers
CONTRACT NO.: 4400009153
CONTRACT AMOUNT: <\$105,000> (Revenue)
REQUEST FOR RATIFICATION OF GRANT FUNDED COVID
RESPONSE FELLOW

Student Impact

The Education Pioneers fellow will support Los Angeles Unified's COVID-19 response efforts, including ensuring continuity of learning for students and proper testing for staff and students going to offices and school sites.

Introduction

The Office of the Superintendent is requesting Board ratification of a grant funded Education Pioneers COVID Response fellow who will support Los Angeles Unified's COVID-19 response efforts. Founded in 2003, Education Pioneers' mission is to attract, develop, and mobilize a diverse network of high potential future leaders who will bring the capacity needed to solve education's evolving set of challenges so that education can become a lever for equity and excellence. They find, develop, and catalyze leaders and managers outside the classroom so that students and teachers can succeed inside the classroom. They have a network of 4,500+ Alumni, of which 1 in 2 identify as leaders of color and 70% of whom stay in education long term.

Education Pioneers secured grant funding (\$105,000) for a COVID Response Fellow to support Los Angeles Unified for 12 months (see Attachment A for a partnership agreement with additional details). COVID Response Fellows are mid to senior level education leaders who are proven-collaborators, problem-solvers, adaptive, inclusive and equity-oriented. Upon interviewing three strong candidates provided by Education Pioneers, Caitlin Paul was selected by a panel of three interviewers.

Why is this necessary?

Over the past eight months of the COVID-19 pandemic, Los Angeles Unified has provided a safety net for staff, students, families and local communities, while also diligently working to ensure continuity of learning for students. Over 82 million meals have been served; over 150,000 COVID-19 tests have been conducted; every child who needs a device and internet access has them; over 132,000 noise-reducing headphones have been provided to students; child supervision

Members, Board of Education
Austin Beutner, Superintendent

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is available for employees working at schools sites and for vulnerable student populations; and educators continue to receive professional development and support to effectively engage students remotely.

The COVID Response Fellow will help Los Angeles Unified continue these valiant efforts while also preparing for a return to campus. Since COVID-19 testing is an integral part of the return to campus plan, the Fellow will likely support testing efforts, amongst other things.

Why do we need to do this now?

COVID-19 response efforts have increased the demands for many Los Angeles Unified leaders and support staff. Whenever students return to campus, even if only for a few days a week, the demands will likely increase even more, thereby further justifying the need for additional support.

What would happen if this were not approved?

If not approved, we would lose this unique opportunity for a grant funded Education Pioneers to support Los Angeles Unified's COVID-19 response efforts.

What are the terms of the proposed agreement?

The term of the contract is from November 9, 2020 through November 5, 2021, in the total amount of \$105,000, funded by a grant secured by Education Pioneers.

If you have any questions or require additional information, please contact Patricia Chambers at patricia.chambers@lausd.net.

c: Devora Navera Reed
Patricia Chambers
Jefferson Crain
Megan K. Reilly
Janice Sawyer
Judith Reece

**2020 EDUCATION PIONEERS PARTNER AGREEMENT
COVID Response Fellowship**

This 2020 Education Pioneers Partner Agreement (the "Agreement") is entered into as of November 5, 2020 (the "Effective Date"), by and between Education Pioneers, Inc., a California nonprofit public benefit corporation ("Education Pioneers"), and LAUSD (the "Partner").

This agreement covers the project entitled: EP COVID Response Fellow.

BACKGROUND

The Education Pioneers COVID Response Fellowship (the "COVID Response Fellowship") is a full-time, twelve (12) month program where individuals ("Fellows") work with education organizations and train under education leaders. Placements for the COVID Response Fellowship generally start in October and last for 12 months. Over the course of the COVID Response Fellowship, Fellows work on mission-critical COVID-19 response focused projects for partner organizations and convene for training days or virtual learning experiences throughout the COVID Response Fellowship.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term.

The COVID Response Fellowship is a 12-month program. This Agreement shall commence on the Effective Date and shall be terminated on the last day of the COVID Response Fellowship of the Fellow working with the Partner, unless terminated earlier pursuant to the terms set forth below.

2. COVID Response Fellowship Program Dates.

As explained in further detail in Section 3(a) below, Education Pioneers will hire the Fellow who will work with the Partner during the COVID Response Fellowship as an Education Pioneers employee. Each such Fellow will be "seconded" by Education Pioneers to the Partner, which means that the Fellow will work with the Partner on a day-to-day basis. Each Fellow seconded with the Partner will commence the COVID Response Fellowship on a date agreed upon between the Fellow and the Partner, in consultation with Education Pioneers. The Fellow start date will be outlined in the Fellow's offer letter with Education Pioneers. The COVID Response Fellowship will start no earlier than September 28, 2020 and no later than November 9, 2020. The Fellow's anticipated end date of the COVID Response Fellowship will be no later than the one (1) year anniversary of the start date, but in no event later than November 9, 2021.

3. Education Pioneers' Obligations.

Education Pioneers agrees to the following:

(a) Fellow Secondment. Upon the Partner's acceptance of Education Pioneers Fellow placement assignment, completion of this agreement, finalized funding commitment to cover the cost of the Fellowship, the Fellow signing their Fellow Agreement, and the Fellow satisfying all hiring conditions, Education Pioneers shall hire the Fellow as an employee of Education Pioneers and ADP TotalSource, Education Pioneer's partner Professional Employer Organization (PEO). The Fellow will then be seconded with the Partner, as discussed above.

(b) Fellow Recruitment, Selection, and Placement. Education Pioneers will recruit and select Fellows and will facilitate the placement process of individual Fellows with the Partner. Education Pioneers will identify potential Fellow matches based on the project scope provided by the Partner including both requirements and preferences and will provide the Partner with candidates for consideration. The Partner will have the opportunity to interview and evaluate prospective Fellows, and share their respective feedback on each individual candidate. Education Pioneers will make the final placement assignments. Education Pioneers agrees to use its best efforts to identify, recruit, and place individuals who have the work ethic, intellect, personality, and other attributes that allow the individual to complete the Fellowship successfully as a Fellow. Individuals must meet Education Pioneers' criteria to participate in the COVID Response Fellowship to be hired by Education Pioneers and seconded with the Partner.

(c) Fellow Training and Professional Development. Education Pioneers will design and lead multiple training and virtual learning experiences throughout the COVID Response Fellowship. EP plans to host up to 15 hours of programming

each month throughout the Fellowship, with specific times varying month to month. Dates and times of this programming will be determined by Education Pioneers and communicated to the Partner once confirmed.

(d) **Partner Management Support.** Upon notification from the Partner of any concerns regarding the ability of a Fellow to accomplish the tasks/projects assigned by the Partner, Education Pioneers will support, consult and work with the Partner and provide support to help the Partner address its concerns.

4. The Partner's Obligations.

The Partner agrees to the following:

(a) **Project and Support.** The Partner will provide each Fellow with a mission-critical project related to the organization's COVID-19 strategy and response, with clear and measurable impact and deliverables, which can be completed during the 12 month COVID Response Fellowship. The Partner will also provide each Fellow with the administrative support and resources necessary to complete the project(s). The Partner will be required to provide equipment reasonably needed for the Fellow to do their work as part of the COVID Response Fellowship. This includes, but is not limited to, a computer, access to Partner systems, and additional hardware or software needed.

(b) **Fellow Placement Process.** Education Pioneers will identify potential Fellow matches based on the project scope provided by the Partner, including both co-location requirements and geographic preferences, and then, provide the Partner with candidates for consideration. The Partner will then communicate with Education Pioneers to indicate the candidates they are interested in interviewing. The Partner will interview at least 3 potential Fellow candidates, but no more than 4 such candidates, in the designated time period. Finally, the Partner will follow-up and provide Education Pioneers with interview feedback and candidate rankings in the designated time period. Education Pioneers will then make the final decision on which candidates to offer employment and participation in the COVID Response Fellowship and which Fellows will be seconded to each Partner organization.

(e) **Supervisor.** The Partner will provide each Fellow with an experienced supervisor who will provide guidance, mentorship, and support to the Fellow during the COVID Response Fellowship. The supervisor for each Fellow will be agreed upon in advance by the Partner and Education Pioneers. In the event of a change in supervisor for the Fellow, the Partner agrees to notify Education Pioneers in advance of this change.

(f) **Partner and Education Pioneers Communication.** The Partner and Education Pioneers will conduct check-ins at the start, mid-point, and end of the COVID Response Fellowship. These check-ins will focus on progress to date, challenges, questions, and any support needed. In the rare event the Partner has any concerns regarding the Fellow, including the Fellow's ability to accomplish the assigned tasks/goals, the Partner agrees to contact their Education Pioneers point person as soon as possible. The Partner will allow Education Pioneers to consult with the Partner and provide support to the Partner so that the Partner can address any issues with the Fellow. The Partner agrees that it will not terminate its relationship with any Fellow or take other adverse actions with respect to the Fellow, without first providing Education Pioneers with reasonable advance notice of its intent to do so and an opportunity to work with the Partner and the Fellow to address any concerns the Partner may have regarding the Fellow.

(g) **Partner Feedback.** The Partner will complete up to 2 online surveys related to the COVID Response Fellowship within seven (7) business days of initially receiving these surveys from Education Pioneers. Education Pioneers will administer one or two Partner surveys during the course of the COVID Response Fellowship (e.g., mid-program satisfaction survey and end-of-program satisfaction survey, both of which take about 10-20 minutes to complete). Education Pioneers relies on this survey data to inform programming, partnership, and impact evaluation efforts. The surveys shall not seek personally identifiable information of any Partner employees or students, nor shall it ask for any Partner proprietary information.

(h) **Professional Development Events.** The Partner agrees to allow each of its Fellows to attend the training days and virtual learning experiences throughout the COVID Response Fellowship. For remote programming, EP plans to host up to 15 hours of programming each month throughout the Fellowship, with specific times varying month to month. If travel and in-person programming are safe to execute during the Fellowship, additional time for EP events will be required, including travel time and overnight stays for multi-day convenings. The exact dates and times of programming events will be determined by Education Pioneers and communicated to the Partner once confirmed, but no less than 30 days prior to the training days to allow Partner sufficient time to make any necessary scheduling adjustments. The Partner agrees that in the event of a conflict, a commitment to Fellow development is the priority.

(i) **Fellow Paid Time Off.** The Partner agrees that its Fellows will be subject to, and will receive, holidays the Partner provides to its employees. The Partner acknowledges that Education Pioneers will provide the Partner's Fellows with up to fifteen (15) days of paid time off ("PTO") during the COVID Response Fellowship. The Partner agrees to work with its Fellows and Education Pioneers to facilitate the Fellows' use of PTO. Education Pioneers will encourage Fellows to use their PTO throughout their COVID Response Fellowship to rest, recharge, take care of any and all personal needs, and if the Fellow or a family member is sick or not feeling well. The Partner acknowledges that at the end of a Fellow's COVID Response Fellowship, if a Fellow has any remaining PTO balance, they will be required to use that remaining PTO at the end of the COVID Response Fellowship, bringing their balance down to zero. For example, if a Fellow is approaching the end of their COVID Response Fellowship and has 3 days of PTO remaining, the Fellow will be required to use the PTO on the final three workdays of the COVID Response Fellowship. Education Pioneers will work with the Fellow and Partner to execute this process at the end of the Fellowship, and the Partner agrees to cooperate with Education Pioneers in connection with this process.

(j) **Compliance with Laws.** The Partner has the responsibility for complying with all applicable laws relating to providing its Fellow(s) with a safe workplace, including a workplace that is free from harassment and is in compliance with all applicable laws.

(k) **Work Arrangements.** Work arrangements will be finalized by the Fellow and Partner, in consultation with Education Pioneers, prior to the work start date. Unless the Partner and the Fellow mutually agree otherwise, the Fellow will remotely perform all work during the COVID Response Fellowship. Any in-person work or meetings must also be permitted by, and consistent, with federal, state, and local laws, rules, and guidance.

5. Payments.

(a) **Payment to Fellow.** Education Pioneers agrees to pay each Fellow a total gross payment of \$105,000.00 during the 12-month COVID Response Fellowship. In addition, Education Pioneers will pay all associated payroll taxes. Education Pioneers will pay each of the Fellows in installments directly in accordance with its regular payroll practices.

(b) **Payment to EP.** Given the COVID Response Fellowship model, all costs associated with running the Fellowship and compensating Fellows will be covered by an external funder. There is no payment required by the Partner, unless otherwise outlined in an addendum.

(c) **Fellow Travel Expenses.** Education Pioneers has made the decision to operate all 2020 COVID Response Fellowship events remotely until further notice due to the COVID-19 pandemic. If, in the future, Education Pioneers determines that travel and in-person events are to occur Education Pioneers will pay any of the Fellows' expenses related to attending Education Pioneers professional development and training activities, including but not limited to, costs for transportation and accommodations.

6. Fellow Replacement.

In the unlikely event that a Fellow withdraws from the COVID Response Fellowship or the Fellow's participation in the COVID Response Fellowship is terminated, Education Pioneers will address each situation after consultation with Partner as set for in Paragraph 3(b) above on a case by case basis to determine next steps.

7. Publicity.

Education Pioneers may provide information about the Partner on its website and printed in certain of its printed materials, with Partner's written consent. Such information may include the Partner's logo and a link to the Partner's website only upon written Partner consent. The Partner may, at its sole discretion, provide a link on its website to Education Pioneers' website if there is an appropriate section, as determined by the Partner, devoted to partner organizations.

8. Copyright.

Any creative works created by a Fellow in connection with the COVID Response Fellowship shall be treated as "works made for hire" owned by the Partner. However, the copyright in anything created by a Fellow in connection with the COVID Response Fellowship exclusively for Education Pioneers, or jointly for Education Pioneers and the Partner, shall be owned exclusively by Education Pioneers, or jointly by Education Pioneers and the Partner, as the case may be.

9. Termination.

Education Pioneers or the Partner may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of a material provision of this Agreement, which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice from the non-defaulting party. Partner may terminate this Agreement for convenience upon 15 days written notice.

10. Indemnification and Hold Harmless Agreement.

(a) **The Partner** hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Education Pioneers and its officers, directors, employees, and agents (the "Education Pioneers Indemnitees") from and against any and all claims, liabilities, losses, costs, and/or expenses (including reasonable attorney's fees) that the Education Pioneers Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with this Agreement to the extent that such claims, liabilities, losses, costs, and/or expenses are the result of any (i) error, omission or negligent act of the Partner or any employee, agent, director or officer of the Partner or (ii) failure by the Partner to perform its obligations, covenants and agreements set forth herein. The Partner understands and agrees that its obligation to indemnify the Education Pioneers Indemnitees includes, but is not limited to, any liabilities, losses, costs, and expenses (including reasonable attorney's fees) that any or all of the Education Pioneers Indemnitees may incur in connection with any claims, allegations, demands, or the like that a Fellow may assert in connection with the Fellow's working relationship with the Partner, including but not limited to, claims concerning wages, harassment or discrimination. This paragraph 10(a) shall survive the termination or expiration of this Agreement.

(b) **Education Pioneers** hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Partner and its officers, directors, employees, and agents (the "Partner Indemnitees") from and against any and all claims, liabilities, losses, costs, and expenses (including reasonable attorney's fees) the Partner Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with this Agreement to the extent that such claims, liabilities, losses, costs, and expenses are the result of any (i) error, omission or negligent act of Education Pioneers or any employee, agent, director or officer of Education Pioneers or (ii) failure by Education Pioneers to perform its obligations, covenants and agreements set forth herein. This paragraph 10(b) shall survive the termination or expiration of this Agreement.

11. Warranties.

Each party represents and warrants to the other that: (a) it has the full right, power, and authority to enter into this Agreement and to discharge its obligations hereunder, and (b) it has not entered into any agreement inconsistent with this Agreement or otherwise granted any third party any rights inconsistent with the rights granted to the other party under this Agreement (provided, however, that it is understood that Education Pioneers has entered or will enter agreements similar to this Agreement with other partners). The representations and warranties set forth in this paragraph 11 shall survive the termination or expiration of this Agreement.

12. Disclaimer by Education Pioneers.

There are no representations or warranties by Education Pioneers hereunder, express or implied, at law or in equity, with respect to the subject matter hereof. By way of example and not by way of limitation, Education Pioneers does not warrant the quality of competence of any Fellow placed with the Partner or that having a Fellow work with the Partner will permit Partner to achieve any specific or general results.

13. Miscellaneous.

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 13(a) shall be binding upon the parties and their respective successors and assigns.

(b) **Successors and Assigns.** No party will have the right to assign this Agreement without the prior written consent of the other party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(d) **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter of this Agreement. This Agreement contain(s) the entire understanding of the parties with respect to the subject matter hereof.

(e) **Separate Entities.** Notwithstanding the use of the term "Partner" in this Agreement, the relationship of the parties is that of independent organizations, and nothing contained in this Agreement shall be construed to (i) give one party the power to direct or control the day-to-day activities of the other, (ii) reflect, indicate, or suggest, that the parties are affiliates, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (iii) allow one party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

(f) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(g) **Mutual Negotiation.** The terms and conditions of this Agreement are the result of negotiations between the parties and, therefore, this Agreement is not to be construed in favor of or against any party by reason of the extent to which the party or its professional advisors participated in the preparation of this Agreement.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be transmitted electronically and shall be treated as originals for all purposes.

14. Matters Related to the Coronavirus Pandemic. The health and safety of Fellows, Partners, and Education Pioneers staff is of the utmost importance. Given the coronavirus pandemic, Education Pioneers has made the decision to operate all COVID Response Fellowship programming and events remotely until it determines it is safe to bring individuals together. The Partner agrees that it will follow all health and safety guidelines as it relates to the Fellow's work environment. In addition, if a Partner needs a Fellow to relocate for a position, the Fellow's relocation will not occur until the Fellow, the Partner, and Education Pioneers have all deemed it safe and agreed to the Fellow's relocation.

IN WITNESS WHEREOF, this Agreement has been signed by the parties acting through their duly authorized representatives.

Education Pioneers

By: *Annie Davis-Korelc*

Name: Annie Davis-Korelc

Title: Senior Director, Local Impact

Date: November 5, 2020

PARTNER

By:



Name: Pedro Salcido

Title: Chief of Staff

Date: November 5, 2020

INTEROFFICE CORRESPONDENCE
 Los Angeles Unified School District
 Procurement Services Division

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: Marc Monforte, Director
 Materiel Management Branch

**SUBJECT: GENERAL STORES DISTRIBUTION CENTER SPEND FOR
 REPLENISHMENT OF STOCK INVENTORY OF SUPPLIES,
 EQUIPMENT AND FURNITURE**

Student Impact: The below supplies and equipment items purchased through contract and purchase order issuance, directly supports the schools/teachers ability to provide classroom instruction to students at all grade levels district-wide. In addition to instructional supplies and equipment, various other items (custodial) provide for a safe, clean, and healthy campus environment.

During the Board of Education's May 8, 2018 meeting, pre-authorization was granted to the Procurement Services Division (PSD) to enter into various new contracts, extend existing contracts, and award various purchase orders to make regular and routine procurements of products used by schools and offices and stocked in the General Stores Distribution Section. As part of the pre-authorization, it was agreed that PSD would report on the total procurement activity on a monthly (per board report) basis. In an effort to streamline and enhance the reporting process, the chart below lists the major commodity categories and total purchase order issuance for the month of November.

GENERAL STORES DISTRIBUTION

MAJOR COMMODITY CATEGORIES	PURCHASE ORDER ISSUANCE NOVEMBER 1 TO NOVEMBER 30, 2020	ACCUMULATIVE FISCAL YEAR TOTAL
Athletic Equipment	\$0	\$15,997.84
Audio Visual	\$18,137.80	\$64,014.76
Custodial/Maint. & Operations	\$1,665,945.29	\$8,243,849.56
Educational Supplies/Tools	\$95,475.25	\$424,080.44
Forms & Publications	\$0	\$8,534.72

Members, Board of Education
Austin Beutner, Superintendent

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January 12, 2021

MAJOR COMMODITY CATEGORIES	PURCHASE ORDER ISSUANCE NOVEMBER 1 TO NOVEMBER 30, 2020	ACCUMULATIVE FISCAL YEAR TOTAL
Furniture	\$122,875.77	\$913,939.30
Music	\$2,960.23	\$18,481.35
Office Essentials	\$886,335.00	\$1,903,898.97
Paper	\$0	\$19,273.64
Science/Home Economics/First Aid	\$17,899,854.90	\$31,186,262.51
Visual Arts	\$35,003.42	\$432,667.34
TOTALS	\$20,726,587.96	\$43,231,000.43

c: David Holmquist
Pedro Salcido
Patricia Chambers
Jefferson Crain
Megan K. Reilly
Janice Sawyer
Judith Reece

INTEROFFICE CORRESPONDENCE
 Los Angeles Unified School District
 Risk Management and Insurance Services

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: Janice Sawyer
 Business Manager

Dawn Watkins
 Director, Integrated Disability Management

**SUBJECT: CONTRACTOR NAME: SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.
 CONTRACT NO.: 4400009141
 CONTRACT AMOUNT: \$10,565,385
 REQUEST FOR SHORT TERM PROFESSIONAL SERVICES CONTRACT**

Student Impact

The workers' compensation claims administration services provided by Sedgwick Claims Management Services Inc. (Sedgwick) include the management of medical and other mandated workers' compensation benefits. The provision of these benefits aids the recovery of employees injured at work and their return to work to support student achievement.

Introduction

The Division of Risk Management and Insurance Services requests Board approval to establish a short term one-year contract that will carry forward the terms and conditions of Contract #4400004091 with Sedgwick. Sedgwick provides workers' compensation claims administration services for the District. The current contract with Sedgwick expires on January 31, 2021. This is a request to bridge the period of the agreement, extending the end date to January 31, 2022, for the sixth year and to add to the annual contract the amount of \$10,565,385. Sedgwick was first selected through a competitive process to provide claims administration services in 2003. Since that time, Sedgwick successfully competed to continue to provide claims administration services. Recent achievements during Sedgwick's management of the District's workers' compensation claims include a \$20.2 million decrease in the cost of workers' compensation benefits from the fiscal year 2017-18 to 2019-20, implementation of direct deposit for injured workers and a rapid response to the state's recently imposed COVID-19 reporting requirements.

Why is this necessary?

The state mandates that all employers carry workers' compensation coverage to protect

employees injured at work. The District provides its coverage through self-insurance and requires a licensed third-party administrator with certified staff to manage the claims. Sedgwick determines an employee's eligibility for workers' compensation benefits, which include medical care and wage replacement. The District will issue in the one-year period, a Request for Proposal that will reflect the best current practices and billing models being employed by other agencies. Extending for the sixth year is in the best interest of the District and injured employees to ensure continuity of medical and claims services and to minimize the impact of the COVID-19 pandemic on employees injured at work.

Why do we need to do this now?

The current contract expires on January 31, 2021.

What would happen if this were not approved?

If this is not approved, the District will not comply with the state mandate to provide workers' compensation coverage. District employees will be left without mandated workers' compensation benefits and medical and other service providers will not be compensated for their services.

What are the terms of the proposed agreement?

A one-year short term contract incorporating the terms and conditions of the expiring contract, extending the end date to January 31, 2022, for a total not to exceed \$10,565,385. The cost of the workers' compensation claims administration services is charged to the Workers' Compensation Fund. No General Funds are used.

If you have any questions or require additional information, please contact Dawn Watkins at dawn.watkins@lausd.net or (213) 241-3974.

c: Devora Navera Reed
Pedro Salcido
Patricia Chambers
Jefferson Crain
Megan K. Reilly
Janice Sawyer
Judith Reece
David Hart

INTEROFFICE CORRESPONDENCE

Los Angeles Unified School District
 Division of Instruction

INFORMATIVE

DATE: January 12, 2021

TO: Members, Board of Education
 Austin Beutner, Superintendent

FROM: Alison Yoshimoto-Towery
 Chief Academic Officer

Pedro Garcia
 Senior Executive Director

**SUBJECT: CONTRACTOR NAME: CEDARS-SINAI HEALTH SYSTEM
 CONTRACT NO.: 440008025
 CONTRACT AMOUNT: <\$757,315> REVENUE
 REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACT**

Student Impact:

The Cedars-Sinai “Team Heal” program provides injury prevention, medical care, athletic training, healthcare awareness, and mentoring and academic support to student athletes at schools that are in high-need communities. The program will also implement concussion rehabilitation, which includes academic assistance and unlimited concussion re-testing. Cedars-Sinai will provide neurological clearance to School Nursing Services and athletic departments, to make sure LA Unified is compliant with all state and national regulations laws for "return to play". In addition, Cedars-Sinai will provide monthly reports and data on concussion trends and incidents at all participating school sites. Cedars-Sinai will consult team coaches, nurses and athletic directors and make suggestions for best practices for training and game play so as reduce concussion risk and exposure and other athletic injuries. This will prevent students from missing school for further medical evaluations.

Introduction

The Team Heal program has been providing comprehensive medical management at five high schools (Crenshaw, Dorsey, Westchester, Carson, and Banning) through a Memorandum of Understanding since July, 2013. The purpose of the proposed service agreement is to replace the Team Heal Foundation contract that expired on December 14, 2019, and continue to receive services through Cedars-Sinai.

The Team Heal program provides one of the most comprehensive systems to address brain health in youth. The focus is on three primary areas related to core concussion management program: 1) prevention, 2) reduction (through education) and 3) treatment/care of brain injuries. If the service agreement is approved, the Team Heal program will be able to continue to actively educate coaches, athletic directors, students and parents on brain injury and safety in play and to perform C3 Logix concussion testing, which provides baseline data of the brain's healthy state as a metric to measure against the brain in the event a concussion is experienced. This measurement will provide neurological telemedicine sessions. Certified Athletic Trainers will continue to make immediate on the field assessments of concussion injuries and then immediately consult with a neurologist for supplemental immediate diagnosis and future treatment. A team of doctors on call will continue to assist remotely if an injury is sustained during play.

Why is this necessary?

The service agreement is necessary so that under Cedars-Sinai the Team Heal program can continue to provide the following services for the five schools currently participating in this pilot program: injury prevention, medical care, athletic training, healthcare awareness, and mentoring and academic support. The State of California passed Assembly Bill 2127 and LA Unified is working to comply with the new legislation by tracking concussions and return to play procedures. The Team Heal program at these five schools is designed to gather accurate data so the District can estimate how prone student athletes are to concussions. Data from the program will also assist in determining if the services can be made available throughout the District.

Why do we need to do this now?

AB 2127 was passed January 1, 2015, and requires all high schools to document and monitor return to play procedures for concussions in high school athletics. Concussions are very difficult to diagnose and District schools with Team Heal program athletic trainers currently have the appropriate personnel to determine baseline data on the number of concussions expected at a school site. To ensure District compliance with the legislation, the baseline data on frequency of injuries from the five Team Heal program schools will assist school nurses at our five high schools with monitoring return to play procedures and reporting concussions.

What would happen if this were not approved?

If the contract were not approved, student athletes at these five schools would not receive injury prevention, medical care, athletic training, healthcare awareness, and mentoring and academic support. These students are also tested for concussions, receive on-going testing and rehabilitation for concussions, or receive in-depth concussion prevention. Many concussions would go undiagnosed and many students would not receive the appropriate medical services. The District would have a higher rate of exposure to lawsuits due to not diagnosing and monitoring a variety of injuries.

What are the terms of the proposed agreement?

The agreement contains language recognizing the assumption and assignment of the Team Heal program from Team Heal foundation, Inc., to Cedars-Sinai Health Systems.

The contract is an eighteen-month service agreement funded by a grant from Cedars-Sinai to continue to provide services to the following five high schools: Banning, Carson, Crenshaw, Dorsey, and Westchester.

The contract is for maximum revenue of \$757,315 over eighteen months. The funds would cover the labor costs of the five athletic trainers, inclusive of estimated benefits and related expenses as needed including, but not limited to, medical supervision, supplies and equipment determined by Cedars-Sinai/Team Heal.

If you have any questions or require additional information, please contact Pedro Garcia, Senior Executive Director, pag0011@lausd.net.

c: Devora Navera Reed
Pedro Salcido
Patricia Chambers
Jefferson Crain
Kristen Murphy