JOINT COMPLIANCE MONITORING PROGRAM
LOS ANGELES UNIFIED SCHOOL DISTRICT & ALL WORK PRESERVATION GROUPS

RULES OF ENGAGEMENT
(FISCAL YEAR 2020-21)

Work Preservation Groups (WPGs), under the direction of the Labor Compliance Department (LCD), are authorized to conduct labor compliance site visits, interview workers on District property, and assist with audits, hearings, and review conferences under the following conditions:

1. When the District’s construction inspector has alerted the Labor & Contract Compliance Administrator that problems or potential problems exists at a particular site; or

2. When workers make known the existence of possible prevailing wage violations; or

3. As part of a routine monitoring activities, including but not limited to, sweeps and surveillance activities already conducted by LAUSD Labor Compliance staff; or

4. When alerted by the District of potential areas of interest.

All monitoring of construction projects shall be in complete accordance with the District’s approved Labor Compliance Department. All Work Preservationists shall become thoroughly familiar with the LCD pamphlet.

Notification

Each Work Preservation Group shall designate a contact person who will be the liaison with the District’s Labor Compliance staff. Work Preservation Volunteers will be contacted whenever the need for assistance arises or for the exchange of information.

Prior to visiting a project site, the Work Preservation Group volunteer will notify the District’s Labor and Contract Compliance Administrator or his or her designee. According to District policy, the school site is to be notified in advance of visitors.
**Identification**

The District provides authorized persons with identification badges which shall be visibly worn at all times while on District property. The identification badge must be worn above the waist, attached to a clip, in a clear plastic holder, on a lanyard or other device clearly visible. Identification badges issued to individuals of WPGs shall be used for monitoring projects and activities associated with the enforcement of the payment of prevailing wage rates only. Upon entering a school site, Work Preservation Volunteers shall check in at the main office of the school site. Also, upon entering a construction site, Work Preservation Volunteers must notify the project superintendent and/or inspector prior to commencing any labor compliance activities. Should problems arise, Work Preservation Volunteers shall notify the District’s Labor & Contract Compliance Administrator as soon as possible.

**Business Cards**

The District offers business cards as a resource for your use on project sites. The District approved Work Preservation Group Volunteer cards are available for interested members by contacting the Labor Compliance office for an application.

**Reports**

Interviews with workers and observation forms shall be recorded on District forms. Copies of all worker and observation forms shall be faxed or sent to the District’s Labor & Contract Compliance Administrator within forty-eight (48) hours of conducting the interview (comments are encouraged). Complaint forms shall not be completed on the site during work time. Discretion should be exercised in deciding when to complete complaint forms.

**Observance of District Rules and Regulations**

All Work Preservation Group personnel shall observe LAUSD rules and regulations while on District property. This includes, but is not limited to, the prohibition of violence, sexual harassment, the display of pornographic materials, the possession of illegal drugs and/or weapons, and the use of profanity in the workplace. Access to District sites is for the sole purpose of conducting labor compliance related activities, therefore, acting in a manner that would constitute a conflict of interest to the District shall lead to the revocation of authorized monitoring privileges. A conflict of interest shall include, but not be limited to, initiating or representing any party initiating a legal action against the District. Engaging in the business of a representative or organizer is also expressly prohibited and shall lead to the revocation of authorized monitoring privileges.

These prohibitions shall include but not be limited to engaging in the following:

1) Wearing union attire (jackets, sweat/T-shirts, caps, etc.).

2) Distributing union literature (pamphlets, leaflets, meeting notices, etc.).
3) Making disparaging remarks regarding non-union contractors.

4) Engaging in any or all acts which can be interpreted as pro-union/union promotion, or badgering non-union companies.

5) Gathering intelligence and/or documentation for union purposes.

6) Reviewing project data which is NOT associated with a pending or active complaint or investigation recognized by the LCD.

7) Engaging in any and all activities associated with the Project Stabilization Agreement (PSA). For example, gathering information regarding project funding and/or appropriation, requesting and/or gathering bid tabulation information, contract information, project scope and/or specifications, and substitution requests.

8) Representing, posing, implying or passing oneself off as a District employee to school site administrators or staff, District employees or consultants, or to any member of the public.

9) Requesting or obtaining parking validation for purposes other than duties or activities relating directly to a prevailing wage violation or purposes approved by the Labor Compliance Department.

All Work Preservation Group personnel must also comply with the following:

1) No Work Preservation Group personnel are authorized to declare a prevailing wage judgment to a worker. All contractors are allowed an opportunity to present mitigating evidence which may change the original perception that a prevailing wage violation occurred.

2) All original complaints, worker interview forms and job start checklists obtained by Work Preservation Group personnel are the express property of the District and original copies must be turned over to the Labor Compliance Department within forty-eight (48) hours of receipt.

3) No Work Preservation Group personnel are authorized to record, video, or photograph on District property without the express written consent of the Labor & Contract Compliance Administrator. All recorded videos and photographs taken are District property.

4) All authorized original video tapes and photographs with negatives, if applicable, are required to be submitted to the LCD office within twenty-four (24) hours. No copies are to be made without the consent of the Labor & Contract Compliance Administrator.
5) Work Preservation Group personnel shall exercise integrity and common sense while conducting business with contractors on District property.

6) Work Preservation Volunteers must reasonably ensure that any entrance/exit (i.e., gate, door, barricade, etc.) used is secured prior to departing a school site.

Revocation of Work Preservation Group Privileges

The District reserves the right to exclude any entity or individual from participation in the program if that entity or individual: (1) Acts in a manner that would constitute a conflict of interest with the District; and/or (2) Engages in the business of a representative or organizer; and/or (3) Fails to observe any of the District’s rules and regulations as stated above.

Any individual found to be utilizing their identification badge in the prohibited manner outlined above shall be immediately removed from the Work Preservation Group roster and shall have his/her badge permanently revoked.

District Contact Person

The District’s Labor & Contract Compliance Administrator shall be the point of contact for purposes of coordinating all labor compliance activities. All issues having to do with labor compliance shall be processed through the Labor & Contract Compliance Administrator.

Acceptance of Fees Prohibited

Pursuant to the California Labor Code, acceptance of fees is prohibited by any Work Preservation Group. Unauthorized solicitation of contributions on District property is a violation of policy.

Megan’s Law

Any Work Preservation Group volunteers whose name appears on Megan’s Law list and is required to register as a sex offender is prohibited from serving as a Work Preservation Group volunteer. Any and all contact with pupils is prohibited. In accordance with District policy, all Work Preservation Group volunteers will be checked against the California Megan’s Law database for sex offender clearance at http://www.meganslaw.ca.gov/. A violation of this policy shall result in the revocation of all authorized monitoring privileges.

In-Service LCD

All Work Preservation Group volunteers must attend an orientation on the LCD prior to commencing authorized monitoring of District projects. Significant policy changes by the State may result in future in-service training which would be scheduled as needed.
Waiver of Liability and Release

All Work Preservation Group volunteers expressly waive and release any claim it might have against the Los Angeles Unified School District, the Board of Education of the Los Angeles Unified School District, and its members and employees ("District") as a result of participation in visiting a project site.

Work Preservation Group volunteers are not covered under any of the District’s insurance programs for injury or damage incurred or caused as a result of participation in the program. Work Preservation Group volunteers will be responsible (including through personal insurance) for any and all expenses arising from injury or damage resulting from participation.

Work Preservation Group volunteers are personally responsible for all liability, damage, or injury that may be caused to the District or others as a result of participation, including, but not limited to, damage or injury caused by conduct, equipment, food, displays, vehicles, and supplies and agrees to indemnify the District from any such resulting liability, damage, or injury.
I HAVE READ AND UNDERSTAND THE ABOVE RULES AND AGREE TO ADHERE BY THE DISTRICT’S TERMS AND CONDITIONS.

Name (print): __________________________ Date ______________________

Address: ____________________________________________________________

Organization: __________________________________________________________

Telephone #: __________________________________________________________

Fax #: _________________________________________________________________

Cell #: _________________________________________________________________

E-mail: _________________________________________________________________

Signature: _____________________________________________________________

(Volunteer’s Copy)
I HAVE READ AND UNDERSTAND THE ABOVE RULES AND AGREE TO ADHERE BY THE DISTRICT’S TERMS AND CONDITIONS.

Name (print): _______________________________ Date _________________________

Address: ____________________________________________________________________

Organization: __________________________________________________________________

Telephone #: __________________________________________________________________

Fax #: ________________________________________________________________________

Cell #: ______________________________________________________________________

E-mail: ______________________________________________________________________

Signature: ____________________________________________________________________

(District’s Copy)