

AGREEMENT

This Settlement Agreement and Mutual Release (“Agreement”) is made by and between Plaintiffs and Petitioners Community Coalition of South Los Angeles and Ms. Reyna Frias (“Petitioners”) and Respondents Los Angeles Unified School District and Superintendent Michelle King (collectively the “District” or “LAUSD”), all of whom are collectively referenced in this Agreement as “the Parties”), effective as of the date it is executed by Petitioners or their authorized representatives, and executed by LAUSD’s General Counsel (the “Effective Date”), with respect to the following facts and allegations:

WHEREAS the California Legislature enacted the Local Control Funding Formula (“LCFF”) on July 1, 2013, requiring the governing board of each school district to adopt a Local Control and Accountability Plan (“LCAP”) on or before July 1, 2014. The enactment of LCFF was a fundamental change in the way school districts are funded and recognized that low-income students, foster youth, and English language learners are among the most vulnerable student populations. On June 24, 2014, LAUSD’s Board of Education adopted its 2014-15 LCAP;

WHEREAS, on July 1, 2015, Petitioners filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in the Superior Court for the State of California, County of Los Angeles, LASC Case No. BS 156259 (the “Action”), alleging that the District violated its mandatory duties to calculate its prior year expenditures on high need students in accordance with the LCFF statutes and regulations;

WHEREAS, on September 9, 2015, Petitioners filed a Uniform Complaint Procedure complaint with LAUSD raising the same issues as in the instant Action (the “UCP Complaint”). On November 9, 2015, LAUSD issued a determination denying the UCP Complaint. On November 13, 2015, Petitioners appealed LAUSD’s determination to the California Department of Education and the State Superintendent of Public Instruction (the “CDE”). On August 5, 2016, the CDE issued a final administrative determination on the UCP Complaint (the “CDE Ruling”);

WHEREAS, on April 7, 2017, Petitioners filed a Third Amended Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief, the operative pleading in the Action, naming the CDE and State Superintendent of Public Instruction Tom Torlakson as Respondents and Defendants in the Action and alleging that LAUSD’s proportionality calculations and the required corrective actions directed by the CDE and Superintendent Torlakson were not compliant with the law;

WHEREAS, on May 8, 2017, LAUSD filed in the Action a Cross-Petition for Writ of Mandate and Cross-Complaint for Declaratory and Injunctive Relief against CDE and Superintendent Torlakson (the "Cross-Complaint"), alleging that the statutory interpretation stated in the CDE Ruling was not compliant with the law;

WHEREAS, on June 20, 2017, the LAUSD Board of Education approved and adopted a 2017-18 LCAP, which, among other things, reevaluated and recalculated its prior year expenditures, realigned existing programs to provide services to unduplicated pupils, and planned substantial new proportionality expenditures in accordance with the decision and corrective actions issued in the August 5, 2016 CDE Ruling;

WHEREAS the Parties intend by this Agreement to conclusively settle all claims raised in the Action, the UCP Complaint, and the Cross-Complaint and refer to those three aspects of the dispute collectively as "the Dispute"; and

WHEREAS this Agreement affects claims and demands that are disputed among the Parties, and by executing this Agreement none of the Parties admits or concedes any of the claims, defenses, or allegations that were raised or could be raised by any other party or any third party. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be or shall be admissible in any proceeding as evidence of or any admission by any party of any violation of law, or any wrongdoing whatsoever or for any other purpose except that this Agreement may be introduced in a proceeding to enforce the provisions and/or the intent of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. An amount of funds (the "Reallocated Funds" or "Reallocated Funding") will be deducted from existing District base programs or budget categories in fiscal years 2017-18, 2018-19, and 2019-20 and reallocated for expenditure by schools identified in the manner described below. The total amounts reallocated in each of those three fiscal years will be as follows: \$70.8 million in Fiscal Year ("FY") 2017-18 (which sum includes \$20.4 million nominally carried over from FY 2016-17); \$50.4 million in FY 2018-19; and \$50.4 million in FY 2019-20. The total amount reallocated pursuant to the settlement shall accordingly be \$171.6 million.

2. Beginning in fiscal year 2020-21, regardless of whether LAUSD has received its full funding under the LCFF, the reallocations of funding contemplated in the settlement will no longer be required, but may be made at the election of the District.

3. Petitioners and the LAUSD agree to a list of five objective criteria, including the relative weighting of each criterion, to determine a ranking of District secondary schools in most urgent need of Reallocated Funding. These criteria are established solely for the purpose of this settlement and its use for that purpose does not constitute a modification of the District's Equity Index. The criteria and their respective ranked weighting (the "Agreed Criteria") are as follows:

- a. Unduplicated Count -- percentage of total school pupil population that are unduplicated pupils (30%);
- b. Math Scores -- as determined by 2016 data reflecting the percentage of pupils at each school that met or exceeded standard (40%);
- c. Suspension Rate -- as determined by 2015-16 single student suspension rate data (20%);
- d. Foster Youth Rate -- as determined by 2015-16 foster youth pupil data (5%); and,
- e. Homeless Pupil Rate -- as determined by 2015-16 homeless pupil data (5%).

4. The Petitioners and LAUSD have identified the 50 secondary schools (comprising 20 middle schools and 30 high schools) that are the 50 highest-needs schools under the Agreed Criteria that shall presumptively receive Reallocated Funding pursuant to this Agreement. The 50 secondary schools can be found in Attachment 1 (the "Agreed List").

5. No schools other than those on the Agreed List will receive Reallocated Funding pursuant to this settlement in any given fiscal year.

6. Subject to paragraph 8, the total funding reallocated in each fiscal year will be allocated among the 50 schools on the Agreed List in proportion to the number of duplicated pupils at each school.

7. To the extent that a school on the Agreed List did not spend funding allocated to it for the 2015-16 school year ("Carryover Funds"),

those Carryover Funds shall be deemed Reallocated Funding allocated to that school pursuant to this settlement, and shall count towards satisfaction of the District's obligation to reallocate funding under this settlement. The total Carryover Funds that shall be deemed Reallocated Funding sum to \$20,914,831.00.

8. Notwithstanding the ranking of schools on the Agreed List and notwithstanding any other term of this settlement, the LAUSD Superintendent of Schools shall retain the ultimate authority and responsibility to set the amount of funds to be reallocated to each school on the Agreed List, and to approve the expenditure of Reallocated Funds at each school, premised on annual reviews of student achievement at each school. Decisions of the Superintendent regarding the allocation of Reallocated Funding among schools on the Agreed List or the disapproval of certain expenditures of those funds shall not result in any reduction to the total amount of Reallocated Funding required under this settlement. It is the intention of the Parties that schools on the Agreed List which show improvement on the California Dashboard's Indicators of School Success should receive allocations of Reallocated Funding each fiscal year proportional to their duplicated count as a percentage of the total duplicated count at all schools on the Agreed List.

9. The District shall provide Principals of Schools on the Agreed list with a calculation of the Reallocated Funding presumptively allocated to their schools under this settlement for the 2017-18 and 2018-19 school years, combined, on or before July 28, 2017. After receiving this calculation, and with respect to the Reallocated Funding presumptively allocated under this settlement for the 2017-18 and 2018-19 school years combined, the Principal of the school to which funds are reallocated shall propose a plan for the expenditure of those combined Reallocated Funds by the end of the 2018-19 school year (a "Two-Year Plan"). The Two-Year Plan shall incorporate the terms of any Immediate Expenditure plan that may have been previously submitted pursuant to paragraph 11 and approved by the Superintendent or his/her designee. The schools on the Agreed List will be invited and encouraged to submit a Two-Year Plan as early as possible but no later than October 31, 2017. The Superintendent or his/her designee shall either approve or request modification of the school's proposed plan within 20 school days after its submission by the Principal and no later than November 28, 2017. If the Superintendent or his/her designee requests modification of the proposed plan, the Principal shall have 20 school days after notice of the request for modification to submit a revised plan.

10. Should the LAUSD Superintendent or his/her designee determine that a revised expenditure plan submitted by a school pursuant to paragraph 9 is not satisfactory, or should the school not timely submit a revised plan, the Superintendent or his/her designee may disapprove of the proposed plan and may devise a different plan for the expenditure of those funds on programs consistent with paragraph 13, according to his/her sole discretion.

11. Notwithstanding the process outlined in paragraphs 9 and 10, the District shall, on or before July 15, 2017, provide Principals of schools on the Agreed List a calculation of the Reallocated Funding that will be presumptively allocated to their school for the 2017-18 school year. Those Principals may within 25 school days thereafter submit a plan for the immediate expenditure of some or all of that Reallocated Funding during the 2017-18 school year (an "Immediate Expenditure Plan"). The Superintendent or his/her designee shall either approve, modify, or deny the school's proposed Immediate Expenditure Plan on an expedited basis after its submission by the Principal and no later than twenty (20) school days after the plan has been submitted by the Principal. Should the Superintendent disapprove of all or part of an Immediate Expenditure Plan, any Reallocated Funding allocated to that school for the 2017-18 school year that was referenced in the denied elements of the Immediate Expenditure Plan would remain allocated to that school, and the Principal of that school shall include revised plans for the expenditure of those funds in its proposed Two-Year Plan.

12. With respect to the Reallocated Funding presumptively reallocated under this settlement for the 2019-20 school year, the Principals of the schools on the Agreed List shall propose, as part of the annual school site budget development calendar and process in the spring of 2019, a plan for the expenditure of those Reallocated Funds by the end of the 2019-20 school year.

13. All proposed plans referenced in the preceding paragraphs must specify the specific services to be provided, the amounts to be expended on those services, and the instructional program or programmatic goals to be supported by the expenditure.

14. All Reallocated Funds allocated pursuant to this settlement, other than the General Fund component of carryover that is deemed Reallocated Funding for the purpose of this Agreement, must be expended upon services that qualify as supplemental and concentration expenditures

pursuant to LCFF statutes and regulations and that support one or more of the following programs:

- a. Significant increases in investment in high need students, including academic support and mental health, social, and emotional support
- b. Increasing A-G and AP access and completion for high need students, including A-G Intervention and Recovery
- c. Linked Learning
- d. School Climate initiatives including Restorative Justice
- e. High School Graduation & Student Recovery for Drop Out Prevention for high need students
- f. Parent & Community Engagement, particularly for those from high need communities

The Superintendent or his/her designee will encourage schools on the Agreed List to spend any carryover funding from the 2016-17 school year on the programs identified in this paragraph.

15. Unspent Reallocated Funding in the 2017-18 school year may be carried over to the 2018-19 school year by the schools on the Agreed List. The schools receiving Reallocated Funding under this settlement must spend down all reallocations for the 2017-18 and 2018-19 school years by June 30, 2019; any Reallocated Funding unspent by that date will be carried over for further reallocation by the Superintendent or his/her designee among some or all of the 50 schools on the Agreed List at the Superintendent's sole discretion. It is the intention of the Parties that the carryover funds reallocated by the Superintendent or his/her designee pursuant to this paragraph should be reallocated to support ongoing successful programs from the Two-Year plans of schools on the Agreed List, but that the Superintendent or his/her designee retain the discretion to reallocate funds to address particularized needs at any school on the Agreed List.

16. All Reallocated Funding unspent as of June 30, 2020, will be carried over to the 2020-21 school year and may be used by the District for any District purpose.

17. The financial terms outlined in this document reflect the sole and exclusive financial obligations of the Parties in connection with the

settlement of this case. The Parties shall bear their own attorneys' fees and costs.

18. All Parties understand that LAUSD may identify on any future LCAP or revised LCAP all or any part of an amount no less than the Reallocated Funding provided pursuant to this Agreement, minus the General Fund component of carryover that is deemed Reallocated Funding for the purpose of this Agreement, as supplemental and concentration spending by LAUSD under the LCFF. If LAUSD includes actions/services supported by such spending as contributing towards meeting the requirement to proportionally increase or improve services for unduplicated pupils over services for all pupils, LAUSD must conform to the requirements set forth in Title 5, California Code of Regulations, section 15496.

19. All Parties agree that the 2017-2018 LCAP approved and adopted by LAUSD Board of Education on or about June 20, 2017 is compliant with the required corrective actions issued in the August 5, 2016 CDE Ruling. Notwithstanding the preceding sentence, the Parties acknowledge the CDE's duty under Education Code section 52075 to review any appeal filed by a person or entity not party to this Agreement challenging LAUSD's 2017-18 LCAP. The District agrees to abide by the August 5, 2016 CDE Ruling and the required corrective actions ordered therein by the CDE. Petitioners agree not to assert claims or otherwise challenge any aspect of the 2017-18 District LCAP.

20. Within fifteen days after the Effective Date of this Agreement, Petitioners shall request dismissal of the Action with prejudice, as to all parties and all causes of action, and the District shall request dismissal of its Cross-Complaint with prejudice, as to all parties and all causes of action. However, nothing in this Agreement is a waiver of Petitioners' or the District's rights to enforce this Agreement in court prior to or subsequent to dismissal.

21. By executing this Agreement and the Releases contained herein, none of the Parties admits to the truth and merit of the positions asserted by any other party or the falsity or lack of merit in the positions asserted by it with respect to any matters arising from or relating to any Party's claims or defenses.

22. Each of the Parties hereto warrants that it and its agents will cooperate with each and every other party to carry out, effectuate, and accomplish the terms of this Agreement.

23. It is further expressly understood and agreed that if at any time a violation of any term of this Agreement is asserted by any party hereto, said party shall have the right, after communicating any alleged violation in writing to the other Parties and reasonably working to resolve the alleged violation in collaboration with the other Parties, to seek specific performance of said term or any other necessary and proper relief from any court of competent jurisdiction.

24. In the event any of the terms or provisions of this Agreement or the Attachments are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable. Should any provision be deemed unenforceable, the Parties shall promptly commence negotiations to replace said provisions with a substitute provision that accomplishes the same end, or as close thereto, as possible, consistent with the Court's ruling invalidating an original provision.

25. The Parties understand and agree that this Agreement constitutes the sole Agreement among them as to the subject matter of this Agreement, and that in signing this Agreement they have not waived relief on any other promises, inducements, or representations other than as expressly set forth herein in deciding to sign this Agreement. Any modifications to this Agreement must be made in writing and signed by all Parties to this agreement.

26. This Agreement shall be interpreted under the laws of the State of California.

27. In consideration of the promises set forth herein, Petitioners hereby unconditionally release and forever discharge the District and the CDE and their respective Board members, officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever arising out of or relating to the Dispute, or to the claims and defenses asserted therein, that existed at any time on or before the date of their signing this Agreement ("Petitioners' Released Claims"). The District likewise hereby unconditionally releases and forever discharges the CDE and its officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever arising out of or relating to the Dispute, or to the claims and defenses asserted therein, that existed at any time on or before the date of their signing this Agreement ("the District's Released Claims"). Through the

Addendum to this Agreement, CDE likewise unconditionally releases and forever discharges the District and its Board members, officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action arising out of or relating to the matters addressed in the August 5, 2016 CDE ruling, that existed at any time on or before the date of their signing this Agreement (“the CDE’s Released Claims”). This waiver does not extend to the continuing monitoring of future LCAPs as provided by the CDE Ruling. The Parties each agree to waive the provisions of Section 1542 of the Civil Code of the State of California, which provides that: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR WOULD HAVE MATERIALLY AFFECTED THE CREDITOR’S SETTLEMENT WITH THE DEBTOR.”** For purposes of this section, each party is the “Creditor” with respect to any claims it had or may have had in the Dispute and the respective party or parties against whom those claims were or may have been lodged is/are the “Debtor.”

28. Each party to this Agreement expressly affirms and acknowledges that he, she or it understands the significance and consequence of the Release set forth above and of such specific waiver of Civil Code Section 1542, and expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action herein above specified.

29. Petitioners agree, to the fullest extent permitted by law, that they will not prosecute or allow to be prosecuted on their behalf, in any court, administrative agency or other forum, whether state or federal, any of the Petitioners’, District’s, or CDE’s respective Released Claims as set forth above. If any such action is brought, this Agreement will constitute a complete Affirmative Defense thereto. Each of the parties hereto warrants that he, she, or it will cooperate with each and every other party to carry out, effectuate and accomplish the terms of this Agreement. Accordingly, where appropriate, and in furtherance of carrying out the terms and conditions of this Agreement, each party will sign any and all additional papers and obtain and convey any and all necessary documentation to any other party.

30. Having read the foregoing and understood and agreed to the terms of this Agreement, consisting of a total of fourteen (14) typewritten

pages and having been advised by counsel, the parties hereby voluntarily affix their signatures. This Agreement may be executed in counterparts and any copy shall be as valid and fully admissible into evidence as an original in any subsequent proceeding among the parties.

31. The individuals signing this Agreement, and the Parties on whose behalf such individuals are signing, hereby represent and warrant that they are empowered and authorized to sign this Agreement on behalf of and to bind the Party on whose behalf they have signed this Agreement. Each Party agrees to defend, indemnify, and hold harmless the other from all loss, damage or cost arising from any breach of the foregoing representation and warranty set forth in this paragraph.


Dated: September __, 2017

By:

Michelle King
Superintendent
Los Angeles Unified School District

Dated: September 13, 2017

By:


Alberto Retana
President and Chief Executive Officer
Petitioner Community Coalition of South Los Angeles

Dated: September 13, 2017

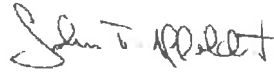
By:

Reyna Frias
Reyna Frias
Petitioner

Approved as to form and
content:

Dated: September 13, 2017

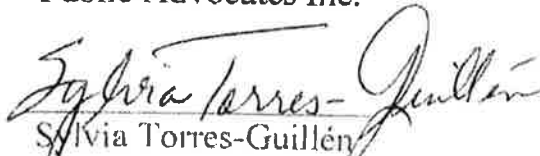
By:



John Affeldt
Managing Attorney
Public Advocates Inc.

Dated: September 13, 2017

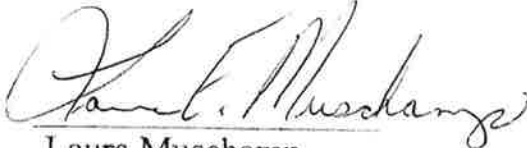
By:



Sylvia Torres-Guillén
Director of Education Equity
ACLU of California

Dated: September 13, 2017

By:



Laura Muschamp
Partner Of Counsel
Covington & Burling LLP

Dated: September , 2017

By:

David Holmquist
General Counsel
Office of the General Counsel
Los Angeles Unified School District

Dated: September __, 2017

By:

Gregory Luke
Partner
Strumwasser & Woocher LLP

ADDENDUM TO AGREEMENT

Respondents California Department of Education and Superintendent Tom Torlakson (the "CDE") joins in the Agreement in the limited capacity as set forth below:

1. The CDE agrees that the 2017-2018 LCAP approved and adopted by LAUSD Board of Education on or about June 20, 2017 is in compliance with the required corrective actions issued in the August 5, 2016 CDE ruling. This acknowledgment does not abrogate the CDE's duty under Education Code section 52075 to review any appeal filed by a person or entity challenging LAUSD's 2017-2018 LCAP, nor is it meant to usurp the role of the Los Angeles County Office of Education to review and approve LAUSD's LCAP in current and future years.
2. The CDE shall continue to monitor LAUSD's LCAP as provided in the August 5, 2016 CDE ruling.
3. The CDE joins in paragraphs 17, 18, and paragraphs 21 through 31 of the Agreement, including the waiver of Civil Code Section 1542.

Dated: September __, 2017 By: _____

Michelle Zumot
Chief Deputy Superintendent
California Department of Education

Approved as to form and content:

Dated: September __, 2017 By: _____

Virginia Cale
Deputy General Counsel
California Department of Education

ATTACHMENT 1 – Agreed List of Secondary Schools

Middle Schools	
1	Edwin Markham Middle
2	Barack Obama Global Preparation Academy
3	Horace Mann Junior High
4	Samuel Gompers Middle
5	Dr. Julian Nava Learning Academies-School of Arts and Culture
6	Dr. Julian Nava Learning Academies-School of Business and Technology
7	George Washington Carver Middle
8	John Muir Middle
9	Bret Harte Preparatory Middle
10	John H. Liechty Middle
11	Sal Castro Middle
12	Charles MacLay Middle
13	Los Angeles Academy Middle
14	William Jefferson Clinton Middle
15	Audubon Middle
16	Mary McLeod Bethune Middle
17	Berendo Middle
18	Johnnie Cochran, Jr., Middle
19	Vista Middle
20	Charles Drew Middle

ATTACHMENT 1 – Agreed List of 50 Secondary Schools (continued)

High Schools	
1	Crenshaw Science, Technology, Engineering, Math and Medicine Magnet
2	NAVA College Preparatory Academy
3	Sylmar Biotech Health Academy
4	Manual Arts Senior High
5	Humanitas Academy of Art and Technology at Esteban E. Torres High No. 4
6	David Starr Jordan Senior High
7	Augustus F. Hawkins High B Community Health Advocates
8	Santee Education Complex
9	Dr. Maya Angelou Community High
10	Academy for Multilingual Arts and Science at Mervyn M. Dymally High
11	Augustus F. Hawkins High C Responsible Indigenous Social Entrepreneurship
12	Foshay Learning Center
13	Augustus F. Hawkins High A Critical Design and
14	Robert Fulton College Preparatory
15	East Valley Senior High
16	Sun Valley High
17	Susan Miller Dorsey Senior High
18	Theodore Roosevelt Senior High
19	George Washington Preparatory High
20	Performing Arts Community at Diego Rivera Learning Complex
21	Gardena Senior High
22	Communication and Technology at Diego Rivera Learning Complex
23	Thomas Jefferson Senior High
24	Helen Bernstein High
25	Engineering and Technology Academy at Esteban E. Torres High No. 3
26	Los Angeles River at Sonia Sotomayor Learning Academies
27	Edward R. Roybal Learning Center
28	RFK Community Schools-Ambassador-Global Leadership
29	Public Service Community at Diego Rivera Learning Complex
30	Panorama High

pages and having been advised by counsel, the parties hereby voluntarily affix their signatures. This Agreement may be executed in counterparts and any copy shall be as valid and fully admissible into evidence as an original in any subsequent proceeding among the parties.

31. The individuals signing this Agreement, and the Parties on whose behalf such individuals are signing, hereby represent and warrant that they are empowered and authorized to sign this Agreement on behalf of and to bind the Party on whose behalf they have signed this Agreement. Each Party agrees to defend, indemnify, and hold harmless the other from all loss, damage or cost arising from any breach of the foregoing representation and warranty set forth in this paragraph.

Dated: September 13, 2017 By: Michelle King
Michelle King *MS*
Superintendent
Los Angeles Unified School District

Dated: September __, 2017 By: _____
Alberto Retana
President and Chief Executive Officer
Petitioner Community Coalition of South Los Angeles


Dated: September __, 2017 By: _____
Reyna Frias
Petitioner

Approved as to form and
content:

Dated: September __, 2017 By: _____
John Affeldt
Managing Attorney
Public Advocates Inc.

Dated: September __, 2017 By: _____
Sylvia Torres-Guillén
Director of Education Equity
ACLU of California

Dated: September __, 2017 By: _____
Laura Muschamp
Partner
Covington & Burling LLP

Dated: September , 2017 By:  _____
David Holmquist
General Counsel
Office of the General Counsel
Los Angeles Unified School District

Dated: September __, 2017 By: _____
Gregory Luke
Partner
Strumwasser & Woocher LLP

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WHEREAS the California Legislature enacted the Local Control Funding Formula ("LCFF") on July 1, 2013, requiring the governing board of each school district to adopt a Local Control and Accountability Plan ("LCAP") on or before July 1, 2014. The enactment of LCFF was a fundamental change in the way school districts are funded and recognized that low-income students, foster youth, and English language learners are among the most vulnerable student populations. On June 24, 2014, LAUSD's Board of Education adopted its 2014-15 LCAP;

WHEREAS, on July 1, 2015, Petitioners filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in the Superior Court for the State of California, County of Los Angeles, LASC Case No. BS 156259 (the "Action"), alleging that the District violated its mandatory duties to calculate its prior year expenditures on high need students in accordance with the LCFF statutes and regulations;

WHEREAS, on September 9, 2015, Petitioners filed a Uniform Complaint Procedure complaint with LAUSD raising the same issues as in the instant Action (the "UCP Complaint"). On November 9, 2015, LAUSD issued a determination denying the UCP Complaint. On November 13, 2015, Petitioners appealed LAUSD's determination to the California Department of Education and the State Superintendent of Public Instruction (the "CDE"). On August 5, 2016, the CDE issued a final administrative determination on the UCP Complaint (the "CDE Ruling");

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WHEREAS the Parties intend by this Agreement to conclusively settle all claims raised in the Action, the UCP Complaint, and the Cross-Complaint and refer to those three aspects of the dispute collectively as “the Dispute”; and

WHEREAS this Agreement affects claims and demands that are disputed among the Parties, and by executing this Agreement none of the Parties admits or concedes any of the claims, defenses, or allegations that were raised or could be raised by any other party or any third party. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be or shall be admissible in any proceeding as evidence of or any admission by any party of any violation of law, or any wrongdoing whatsoever or for any other purpose except that this Agreement may be introduced in a proceeding to enforce the provisions and/or the intent of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. An amount of funds (the “Reallocated Funds” or “Reallocated Funding”) will be deducted from existing District base programs or budget categories in fiscal years 2017-18, 2018-19, and 2019-20 and reallocated for expenditure by schools identified in the manner described below. The total amounts reallocated in each of those three fiscal years will be as follows: \$70.8 million in Fiscal Year (“FY”) 2017-18 (which sum includes \$20.4 million nominally carried over from FY 2016-17); \$50.4 million in FY 2018-19; and \$50.4 million in FY 2019-20. The total amount reallocated pursuant to the settlement shall accordingly be \$171.6 million.

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- a. Unduplicated Count -- percentage of total school pupil population that are unduplicated pupils (30%);
- b. Math Scores -- as determined by 2016 data reflecting the percentage of pupils at each school that met or exceeded standard (40%);
- c. Suspension Rate -- as determined by 2015-16 single student suspension rate data (20%);
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- e. Homeless Pupil Rate -- as determined by 2015-16 homeless pupil data (5%).

4. The Petitioners and LAUSD have identified the 50 secondary schools (comprising 20 middle schools and 30 high schools) that are the 50 highest-needs schools under the Agreed Criteria that shall presumptively receive Reallocated Funding pursuant to this Agreement. The 50 secondary schools can be found in Attachment 1 (the "Agreed List").

5. No schools other than those on the Agreed List will receive Reallocated Funding pursuant to this settlement in any given fiscal year.

6. Subject to paragraph 8, the total funding reallocated in each fiscal year will be allocated among the 50 schools on the Agreed List in proportion to the number of duplicated pupils at each school.

7. To the extent that a school on the Agreed List did not spend funding allocated to it for the 2015-16 school year ("Carryover Funds"),

those Carryover Funds shall be deemed Reallocated Funding allocated to that school pursuant to this settlement, and shall count towards satisfaction of the District's obligation to reallocate funding under this settlement. The total Carryover Funds that shall be deemed Reallocated Funding sum to \$20,914,831.00.

8. Notwithstanding the ranking of schools on the Agreed List and notwithstanding any other term of this settlement, the LAUSD Superintendent of Schools shall retain the ultimate authority and responsibility to set the amount of funds to be reallocated to each school on the Agreed List, and to approve the expenditure of Reallocated Funds at each school, premised on annual reviews of student achievement at each school. Decisions of the Superintendent regarding the allocation of Reallocated Funding among schools on the Agreed List or the disapproval of certain expenditures of those funds shall not result in any reduction to the total amount of Reallocated Funding required under this settlement. It is the intention of the Parties that schools on the Agreed List which show improvement on the California Dashboard's Indicators of School Success should receive allocations of Reallocated Funding each fiscal year proportional to their duplicated count as a percentage of the total duplicated count at all schools on the Agreed List.

9. The District shall provide Principals of Schools on the Agreed list with a calculation of the Reallocated Funding presumptively allocated to their schools under this settlement for the 2017-18 and 2018-19 school years, combined, on or before July 28, 2017. After receiving this calculation, and with respect to the Reallocated Funding presumptively allocated under this settlement for the 2017-18 and 2018-19 school years combined, the Principal of the school to which funds are reallocated shall propose a plan for the expenditure of those combined Reallocated Funds by the end of the 2018-19 school year (a "Two-Year Plan"). The Two-Year Plan shall incorporate the terms of any Immediate Expenditure plan that may have been previously submitted pursuant to paragraph 11 and approved by the Superintendent or his/her designee. The schools on the Agreed List will be invited and encouraged to submit a Two-Year Plan as early as possible but no later than October 31, 2017. The Superintendent or his/her designee shall either approve or request modification of the school's proposed plan within 20 school days after its submission by the Principal and no later than November 28, 2017. If the Superintendent or his/her designee requests modification of the proposed plan, the Principal shall have 20 school days after notice of the request for modification to submit a revised plan.

10. Should the LAUSD Superintendent or his/her designee determine that a revised expenditure plan submitted by a school pursuant to paragraph 9 is not satisfactory, or should the school not timely submit a revised plan, the Superintendent or his/her designee may disapprove of the proposed plan and may devise a different plan for the expenditure of those funds on programs consistent with paragraph 13, according to his/her sole discretion.

11. Notwithstanding the process outlined in paragraphs 9 and 10, the District shall, on or before July 15, 2017, provide Principals of schools on the Agreed List a calculation of the Reallocated Funding that will be presumptively allocated to their school for the 2017-18 school year. Those Principals may within 25 school days thereafter submit a plan for the immediate expenditure of some or all of that Reallocated Funding during the 2017-18 school year (an "Immediate Expenditure Plan"). The Superintendent or his/her designee shall either approve, modify, or deny the school's proposed Immediate Expenditure Plan on an expedited basis after its submission by the Principal and no later than twenty (20) school days after the plan has been submitted by the Principal. Should the Superintendent disapprove of all or part of an Immediate Expenditure Plan, any Reallocated Funding allocated to that school for the 2017-18 school year that was referenced in the denied elements of the Immediate Expenditure Plan would remain allocated to that school, and the Principal of that school shall include revised plans for the expenditure of those funds in its proposed Two-Year Plan.

12. With respect to the Reallocated Funding presumptively reallocated under this settlement for the 2019-20 school year, the Principals of the schools on the Agreed List shall propose, as part of the annual school site budget development calendar and process in the spring of 2019, a plan for the expenditure of those Reallocated Funds by the end of the 2019-20 school year.

13. All proposed plans referenced in the preceding paragraphs must specify the specific services to be provided, the amounts to be expended on those services, and the instructional program or programmatic goals to be supported by the expenditure.

14. All Reallocated Funds allocated pursuant to this settlement, other than the General Fund component of carryover that is deemed Reallocated Funding for the purpose of this Agreement, must be expended upon services that qualify as supplemental and concentration expenditures

pursuant to LCFF statutes and regulations and that support one or more of the following programs:

- a. Significant increases in investment in high need students, including academic support and mental health, social, and emotional support
- b. Increasing A-G and AP access and completion for high need students, including A-G Intervention and Recovery
- c. Linked Learning
- d. School Climate initiatives including Restorative Justice
- e. High School Graduation & Student Recovery for Drop Out Prevention for high need students
- f. Parent & Community Engagement, particularly for those from high need communities

The Superintendent or his/her designee will encourage schools on the Agreed List to spend any carryover funding from the 2016-17 school year on the programs identified in this paragraph.

15. Unspent Reallocated Funding in the 2017-18 school year may be carried over to the 2018-19 school year by the schools on the Agreed List. The schools receiving Reallocated Funding under this settlement must spend down all reallocations for the 2017-18 and 2018-19 school years by June 30, 2019; any Reallocated Funding unspent by that date will be carried over for further reallocation by the Superintendent or his/her designee among some or all of the 50 schools on the Agreed List at the Superintendent's sole discretion. It is the intention of the Parties that the carryover funds reallocated by the Superintendent or his/her designee pursuant to this paragraph should be reallocated to support ongoing successful programs from the Two-Year plans of schools on the Agreed List, but that the Superintendent or his/her designee retain the discretion to reallocate funds to address particularized needs at any school on the Agreed List.

16. All Reallocated Funding unspent as of June 30, 2020, will be carried over to the 2020-21 school year and may be used by the District for any District purpose.

17. The financial terms outlined in this document reflect the sole and exclusive financial obligations of the Parties in connection with the

settlement of this case. The Parties shall bear their own attorneys' fees and costs.

18. All Parties understand that LAUSD may identify on any future LCAP or revised LCAP all or any part of an amount no less than the Reallocated Funding provided pursuant to this Agreement, minus the General Fund component of carryover that is deemed Reallocated Funding for the purpose of this Agreement, as supplemental and concentration spending by LAUSD under the LCFF. If LAUSD includes actions/services supported by such spending as contributing towards meeting the requirement to proportionally increase or improve services for unduplicated pupils over services for all pupils, LAUSD must conform to the requirements set forth in Title 5, California Code of Regulations, section 15496.

19. All Parties agree that the 2017-2018 LCAP approved and adopted by LAUSD Board of Education on or about June 20, 2017 is compliant with the required corrective actions issued in the August 5, 2016 CDE Ruling. Notwithstanding the preceding sentence, the Parties acknowledge the CDE's duty under Education Code section 52075 to review any appeal filed by a person or entity not party to this Agreement challenging LAUSD's 2017-18 LCAP. The District agrees to abide by the August 5, 2016 CDE Ruling and the required corrective actions ordered therein by the CDE. Petitioners agree not to assert claims or otherwise challenge any aspect of the 2017-18 District LCAP.

20. Within fifteen days after the Effective Date of this Agreement, Petitioners shall request dismissal of the Action with prejudice, as to all parties and all causes of action, and the District shall request dismissal of its Cross-Complaint with prejudice, as to all parties and all causes of action. However, nothing in this Agreement is a waiver of Petitioners' or the District's rights to enforce this Agreement in court prior to or subsequent to dismissal.

21. By executing this Agreement and the Releases contained herein, none of the Parties admits to the truth and merit of the positions asserted by any other party or the falsity or lack of merit in the positions asserted by it with respect to any matters arising from or relating to any Party's claims or defenses.

22. Each of the Parties hereto warrants that it and its agents will cooperate with each and every other party to carry out, effectuate, and accomplish the terms of this Agreement.

23. It is further expressly understood and agreed that if at any time a violation of any term of this Agreement is asserted by any party hereto, said party shall have the right, after communicating any alleged violation in writing to the other Parties and reasonably working to resolve the alleged violation in collaboration with the other Parties, to seek specific performance of said term or any other necessary and proper relief from any court of competent jurisdiction.

24. In the event any of the terms or provisions of this Agreement or the Attachments are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable. Should any provision be deemed unenforceable, the Parties shall promptly commence negotiations to replace said provisions with a substitute provision that accomplishes the same end, or as close thereto, as possible, consistent with the Court's ruling invalidating an original provision.

25. The Parties understand and agree that this Agreement constitutes the sole Agreement among them as to the subject matter of this Agreement, and that in signing this Agreement they have not waived relief on any other promises, inducements, or representations other than as expressly set forth herein in deciding to sign this Agreement. Any modifications to this Agreement must be made in writing and signed by all Parties to this agreement.

26. This Agreement shall be interpreted under the laws of the State of California.

27. In consideration of the promises set forth herein, Petitioners hereby unconditionally release and forever discharge the District and the CDE and their respective Board members, officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever arising out of or relating to the Dispute, or to the claims and defenses asserted therein, that existed at any time on or before the date of their signing this Agreement ("Petitioners' Released Claims"). The District likewise hereby unconditionally releases and forever discharges the CDE and its officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever arising out of or relating to the Dispute, or to the claims and defenses asserted therein, that existed at any time on or before the date of their signing this Agreement ("the District's Released Claims"). Through the

Addendum to this Agreement, CDE likewise unconditionally releases and forever discharges the District and its Board members, officers, directors, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action arising out of or relating to the matters addressed in the August 5, 2016 CDE ruling, that existed at any time on or before the date of their signing this Agreement ("the CDE's Released Claims"). This waiver does not extend to the continuing monitoring of future LCAPs as provided by the CDE Ruling. The Parties each agree to waive the provisions of Section 1542 of the Civil Code of the State of California, which provides that: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR WOULD HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."** For purposes of this section, each party is the "Creditor" with respect to any claims it had or may have had in the Dispute and the respective party or parties against whom those claims were or may have been lodged is/are the "Debtor."

28. Each party to this Agreement expressly affirms and acknowledges that he, she or it understands the significance and consequence of the Release set forth above and of such specific waiver of Civil Code Section 1542, and expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action herein above specified.

29. Petitioners agree, to the fullest extent permitted by law, that they will not prosecute or allow to be prosecuted on their behalf, in any court, administrative agency or other forum, whether state or federal, any of the Petitioners', District's, or CDE's respective Released Claims as set forth above. If any such action is brought, this Agreement will constitute a complete Affirmative Defense thereto. Each of the parties hereto warrants that he, she, or it will cooperate with each and every other party to carry out, effectuate and accomplish the terms of this Agreement. Accordingly, where appropriate, and in furtherance of carrying out the terms and conditions of this Agreement, each party will sign any and all additional papers and obtain and convey any and all necessary documentation to any other party.

30. Having read the foregoing and understood and agreed to the terms of this Agreement, consisting of a total of fourteen (14) typewritten

pages and having been advised by counsel, the parties hereby voluntarily affix their signatures. This Agreement may be executed in counterparts and any copy shall be as valid and fully admissible into evidence as an original in any subsequent proceeding among the parties.

31. The individuals signing this Agreement, and the Parties on whose behalf such individuals are signing, hereby represent and warrant that they are empowered and authorized to sign this Agreement on behalf of and to bind the Party on whose behalf they have signed this Agreement. Each Party agrees to defend, indemnify, and hold harmless the other from all loss, damage or cost arising from any breach of the foregoing representation and warranty set forth in this paragraph.

Dated: September __, 2017 By: _____

Michelle King
Superintendent
Los Angeles Unified School District

Dated: September __, 2017 By: _____

Alberto Retana
President and Chief Executive Officer
Petitioner Community Coalition of South Los Angeles

Dated: September __, 2017 By: _____

Reyna Frias
Petitioner

Approved as to form and
content:

Dated: September __, 2017 By: _____
John Affeldt
Managing Attorney
Public Advocates Inc.

Dated: September __, 2017 By: _____
Sylvia Torres-Guillén
Director of Education Equity
ACLU of California

Dated: September __, 2017 By: _____
Laura Muschamp
Partner
Covington & Burling LLP

Dated: September __, 2017 By: _____
David Holmquist
General Counsel
Office of the General Counsel
Los Angeles Unified School District

Dated: September __, 2017 By: _____
Gregory Luke
Partner
Strumwasser & Woocher LLP

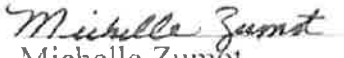
ADDENDUM TO AGREEMENT

Respondents California Department of Education and Superintendent Tom Torlakson (the "CDE") joins in the Agreement in the limited capacity as set forth below:


1. The CDE agrees that the 2017-2018 LCAP approved and adopted by LAUSD Board of Education on or about June 20, 2017 is in compliance with the required corrective actions issued in the August 5, 2016 CDE ruling. This acknowledgment does not abrogate the CDE's duty under Education Code section 52075 to review any appeal filed by a person or entity challenging LAUSD's 2017-2018 LCAP, nor is it meant to usurp the role of the Los Angeles County Office of Education to review and approve LAUSD's LCAP in current and future years.

2. The CDE shall continue to monitor LAUSD's LCAP as provided in the August 5, 2016 CDE ruling.

3. The CDE joins in paragraphs 17, 18, and paragraphs 21 through 31 of the Agreement, including the waiver of Civil Code Section 1542.

Dated: September 13, 2017 By: 
Michelle Zumot
Chief Deputy Superintendent
California Department of Education

Approved as to form and content:

Dated: September 13, 2017 By: 
Virginia Cale
Deputy General Counsel
California Department of Education

ATTACHMENT 1 – Agreed List of Secondary Schools

Middle Schools	
1	Edwin Markham Middle
2	Barack Obama Global Preparation Academy
3	Horace Mann Junior High
4	Samuel Gompers Middle
5	Dr. Julian Nava Learning Academies-School of Arts and Culture
6	Dr. Julian Nava Learning Academies-School of Business and Technology
7	George Washington Carver Middle
8	John Muir Middle
9	Bret Harte Preparatory Middle
10	John H. Liechty Middle
11	Sal Castro Middle
12	Charles Maclay Middle
13	Los Angeles Academy Middle
14	William Jefferson Clinton Middle
15	Audubon Middle
16	Mary McLeod Bethune Middle
17	Berendo Middle
18	Johnnie Cochran, Jr., Middle
19	Vista Middle
20	Charles Drew Middle

ATTACHMENT 1 – Agreed List of 50 Secondary Schools (*continued*)

High Schools	
1	Crenshaw Science, Technology, Engineering, Math and Medicine Magnet
2	NAVA College Preparatory Academy
3	Sylmar Biotech Health Academy
4	Manual Arts Senior High
5	Humanitas Academy of Art and Technology at Esteban E. Torres High No. 4
6	David Starr Jordan Senior High
7	Augustus F. Hawkins High B Community Health Advocates
8	Santee Education Complex
9	Dr. Maya Angelou Community High
10	Academy for Multilingual Arts and Science at Mervyn M. Dymally High
11	Augustus F. Hawkins High C Responsible Indigenous Social Entrepreneurship
12	Foshay Learning Center
13	Augustus F. Hawkins High A Critical Design and
14	Robert Fulton College Preparatory
15	East Valley Senior High
16	Sun Valley High
17	Susan Miller Dorsey Senior High
18	Theodore Roosevelt Senior High
19	George Washington Preparatory High
20	Performing Arts Community at Diego Rivera Learning Complex
21	Gardena Senior High
22	Communication and Technology at Diego Rivera Learning Complex
23	Thomas Jefferson Senior High
24	Helen Bernstein High
25	Engineering and Technology Academy at Esteban E. Torres High No. 3
26	Los Angeles River at Sonia Sotomayor Learning Academies
27	Edward R. Roybal Learning Center
28	RFK Community Schools-Ambassador-Global Leadership
29	Public Service Community at Diego Rivera Learning Complex
30	Panorama High