



Partnership for  
Los Angeles Schools

September 25, 2012

**RE: Partnership Board of Directors meeting on October 1, 2012**

Dear Members of the Partnership Board of Directors:

Enclosed please find your packet of information in preparation of the Board meeting on October 1, 2012 at 4:00pm. We are happy to be holding our next Board meeting at 4:00pm at Dolores Huerta Elementary School, located at 260 E. 31<sup>st</sup> Street, Los Angeles, CA 90011.

The agenda is enclosed and describes the priorities for the meeting. Our action items include approving the minutes from our last meeting and approving the addition of three new Board members. We will also seek the Board's authorization for the Partnership team to execute a 5-year MOU between the Partnership and LAUSD, which will be forwarded to you once it is finalized. Our one discussion item is to discuss the Partnership's 2011-2012 performance results.

Additional detail on these agenda items is provided in the attachments enclosed. Please find the following materials:

- "Agenda" tab: agenda for the Board meeting
- "Upcoming events calendar" tab: future events that Board members may wish to attend
- "Resolutions" tab: resolutions for the Board
- "Attach C. I: Minutes" tab: minutes of the June 26, 2012 meeting
- "Attach C. II: Partnership MOU" tab: a few slides on the MOU renewal process and a draft of our 5-year Master MOU with LAUSD
- "Attach C. IV: New Board Members" tab: a few slides and biographical information on our new Board members
- "Attach D. I: Data" tab: presentation on the Partnership's 2011-12 Performance

We look forward to seeing you next week.

Best regards,

*Marshall Tuck*

*Mark Kleger-Heine*

*Colleen Oliver*

Marshall Tuck  
Chief Executive Officer

Mark Kleger-Heine  
Chief Operating Officer

Colleen Oliver  
Chief Academic Officer



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**THE PARTNERSHIP FOR LOS ANGELES SCHOOLS  
MEETING OF THE BOARD OF DIRECTORS**

**October 1, 2012**

**4:00 p.m. – 5:30pm**

**Dolores Huerta Elementary School  
260 E. 31<sup>st</sup> Street, Los Angeles, CA 90011**

<b>Agenda item</b>	<b>Estimated time</b>
<b>A. Open public meeting and roll call</b>	4:00
<b>B. School updates</b>	4:00 – 4:05
<b>C. Action items</b>	
I. Approve minutes from June 26, 2012 meeting	4:05 – 4:10
II. Delegate authority to sign Partnership Master MOU with LAUSD	4:25 – 4:55
III. Approve Board composition increase to ten (10) members	4:10 – 4:15
IV. Approve three new Board members	4:15 – 4:25
<b>D. Discussion items</b>	
I. Discuss 2011 - 2012 Partnership Data	4:55 – 5:25
<b>E. Public Comment</b>	5:25 – 5:30
<b>F. Adjournment</b>	5:30

Materials related to an item on this agenda submitted to the Partnership for Los Angeles Schools Board, including those submitted after the initial distribution of the agenda, are available for public inspection prior to the meeting at [www.partnershipla.org](http://www.partnershipla.org) and at the meeting location at 260 E. 31<sup>st</sup> Street, Los Angeles, CA 90011.



## Upcoming Events Calendar

### SEPTEMBER

#### **Friday, September 28<sup>th</sup>: McKinsey - Roosevelt High School Magnet Kick Off**

Mentoring program kick-off assembly.

Location: Roosevelt High School

*456 S. Matthews Street, Los Angeles, CA 90033*

Time: 12pm - 1pm

### OCTOBER

#### **Friday, October 5<sup>th</sup>: Power 106 College Pep Rally**

Location: Santee Education Complex

*1921 S. Maple Avenue, Los Angeles, CA 90011*

Time: 12pm - 1pm

#### **Wednesday, October 10<sup>th</sup>: Sound Body Sound Mind Ribbon Cutting**

Opening celebration for new gym equipment donated to Mendez students.

Location: Mendez Learning Center

*1200 Plaza del Sol, Los Angeles, CA 90033*

Time: 9am - 10am

#### **Thursday, October 11<sup>th</sup>: Principal's Monthly Leadership Conference**

Location: Lundquist Learning Center, Partnership Home Office

*1541 Wilshire Blvd., Suite 200, Los Angeles, CA 90017*

Time: 8am - 4pm

#### **Wednesday, October 17<sup>th</sup>: Wasserman Volunteer Day**

2<sup>nd</sup> Annual Wasserman Volunteer day will bring 100 volunteers to Gompers to build a school garden.

Location: Gompers Middle School

*234 E. 112th Street, Los Angeles, CA 90061*

Time: 9am - 4pm



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**Saturday, October 20<sup>th</sup>: Parent College Launch, South LA**

Location: Santee Education Complex  
*1921 S. Maple Avenue, Los Angeles, CA 90011*  
Time: 9am - 12:30pm

**Saturday, October 27<sup>th</sup>: Parent College Launch, Boyle Heights**

Location: Hollenbeck Middle School  
*2510 E. 6th Street, Los Angeles, CA 90023*  
Time: 9am - 12:30pm

**NOVEMBER**

**Saturday, November 3<sup>rd</sup>: Parent College Launch, Watts**

Location: Jordan High School  
*2265 East 103rd Street, Los Angeles, CA 90002*  
Time: 9am - 12:30pm



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## **Resolutions for the Board**

### **I. APPROVE MINUTES**

#### **Background**

The Partnership held a Board meeting on June 26, 2012. The minutes for this meeting need to be approved.

#### **Resolution language**

WHEREAS, the Directors held a meeting on June 26, 2012;

THEREFORE, BE IT RESOLVED, that the minutes of the meeting of the Board of Directors on June 26, 2012 are approved.



## **II. APPROVE PARTNERSHIP MASTER MOU**

### **Background**

LAUSD has set up a process to approve a new MOU with the Partnership. The District is asking the LAUSD Board to approve a 5-year “Master MOU” with the Partnership at its October 9th meeting. The Superintendent will have the authority to approve the renewal of individual schools, which is expected shortly after the Master MOU is passed by the LAUSD Board. All of the Partnership schools will be included under the umbrella of this Master MOU, but only the 16 original Partnership schools will be up for individual school renewal this year because we are in our fifth year of operation with these schools.

Our team has been working on the MOU for the last several weeks and we have incorporated feedback from previous Board meetings and our advisory retreat. The MOU maintains the key issues needed for the Partnership to remain successful and the Partnership team recommends that the organization sign this document. Please see attached document for the Master MOU.

The Partnership team today requests authority from the Board to execute the Master MOU after it is approved by the Board. We also request authority to determine renewal terms for each of our schools that are up for renewal.

### **Resolution language**

WHEREAS, it has been proposed that the Partnership enter into a Master MOU with the Los Angeles Unified School District (LAUSD), a draft of which is attached hereto;

WHEREAS, there has been full disclosure to the Board of all material facts; and

WHEREAS, the Board believes that executing this Master MOU is in the best interest of the Partnership;

THEREFORE, BE IT RESOLVED, that the Board approves entering into a transaction with the Los Angeles Unified School District as described in the attached Master MOU;

RESOLVED FURTHER, that the Board authorizes the Chief Executive Officer to execute all necessary agreements and documents, take all actions necessary on behalf of the corporation, and negotiate and agree to any reasonable amendments or modifications thereto to enable the corporation to enter into this transaction.



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### **III. APPROVE BOARD COMPOSITION INCREASE TO TEN (10) DIRECTORS**

#### **Background**

The Partnership Board seeks to expand its members by three (3). Currently, the Board has seven (7) members and it wishes to expand to ten (10) members. The Partnership's current bylaws permit between three (3) and eleven (11) members. Based on previous direction of the Board, the Partnership has established a Governance Committee, consisting of Joan Sullivan and Melanie Lundquist, to lead the effort to expand the Board. This committee is recommending three candidates be approved to join the Board at this meeting.

#### **Resolution language**

WHEREAS, the Board wishes to expand its members from seven (7) to ten (10); and

WHEREAS, the Board may fix the number of Directors under Section 3.02 of Article III of the Bylaws;

THEREFORE, BE IT RESOLVED, that the authorized number of Directors of this Corporation shall be ten (10).



#### **IV. ELECT THREE NEW DIRECTORS TO THE BOARD**

##### **Background**

The Partnership's Governance Committee recommends adding Steve Simpson, Lisa Stevens and Carolyn Webb de Macias to the Board. All three candidates have deep experience working with the Partnership for Los Angeles Schools and come to the organization with deep experience in the business, civic and education sectors in Los Angeles. The Partnership team believes they would be outstanding additions to the Board of Directors. Information on each of these nominees is included in your Board package.

##### **A. Resolution language**

WHEREAS, the Board desires to add representatives to the Board; and  
WHEREAS, the Board and Partnership management conducted a search process to select additional Board members;

THEREFORE, BE IT RESOLVED, that Steve Simpson shall be appointed a Director of the Board for a two-year term.

##### **B. Resolution language**

WHEREAS, the Board desires to add representatives to the Board; and  
WHEREAS, the Board and Partnership management conducted a search process to select additional Board members;

THEREFORE, BE IT RESOLVED, that Lisa Stevens shall be appointed a Director of the Board for a two-year term.

##### **C. Resolution language**

WHEREAS, the Board desires to add representatives to the Board; and  
WHEREAS, the Board and Partnership management conducted a search process to select additional Board members;

THEREFORE, BE IT RESOLVED, that Carolyn Webb de Macias shall be appointed a Director of the Board for a two-year term.





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MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
PARTNERSHIP FOR LOS ANGELES SCHOOLS  
June 26, 2012

A meeting of the Board of Directors of the Partnership for Los Angeles Schools (the "Corporation"), a California nonprofit public benefit corporation, was held on June 26, 2012, at Jordan High School in Los Angeles, California. The meeting was called to order at approximately 4:10 p.m. Board members in attendance were Lisa Alva, Nancy Escobar, Trébor Jacquez, Cyrus Hadidi, Melanie Lundquist, Matt Miller and Joan Sullivan. Robin Kramer was absent. Staff from the Partnership was also in attendance including Marshall Tuck, Mark Kleger-Heine, Colleen Oliver, Arturo Nagar, Kara Achzet and Erica Valencia. Translator Gloria Leonard was also in attendance. Members of the public were present, as this meeting was open to the public.

The Board reviewed and discussed the following resolutions. The order of the meeting was modified slightly in order to allow for action items to be approved. Trèbor Jacquez arrived at 4:20pm, Lisa Alva arrived at 4:56pm and Cyrus Hadidi arrived at 5:03pm.

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APPROVAL OF MINUTES

There were no comments on the May 1<sup>st</sup> minutes. Melanie Lundquist made a motion to approve minutes. Nancy Escobar seconded the motion. The motion was approved unanimously.



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WHEREAS, the Directors held a meeting on May 1<sup>st</sup>, 2012;

THEREFORE, BE IT RESOLVED, that the minutes of the meeting of the Board of Directors on May 1<sup>st</sup>, 2012 are approved.

II.

ELECT VICE CHAIR OF THE BOARD

Joan Sullivan commented that it is important to have an additional leader for the Board of Directors and made a motion to approve the appointment of Melanie Lundquist to serve as the Vice Chair of the Board of Directors. Lisa Alva seconded the motion. The motion was approved unanimously.

WHEREAS, the Board currently has a position of Board Chair, which is held by Joan Sullivan;

WHEREAS, the Board desires to create a Vice Chair position to serve as Chair in the absence of the Chair and to help plan Board meetings; and

WHEREAS, the Board seeks to have Melanie Lundquist serve as Vice Chair of the Board;

THEREFORE, BE IT RESOLVED, that the Board create a position of Vice Chair of the Board;

RESOLVED FURTHER, that Melanie Lundquist shall serve as Vice Chair of the Board.

III.

APPROVE FORMAT FOR CEO EVALUATION

Joan Sullivan introduced the discussion of the CEO evaluation by stating that student performance is weighted more greatly for the CEO than for any other position. Cyrus Hadidi asked if the weight of 60% on student performance is appropriate. Marshall Tuck commented



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that it is considered appropriate, given the structure of the organization's performance evaluations. Trébor Jacquez asked if administrators have a similar evaluation structure and Colleen Oliver confirmed that it is a similar structure, with different weights for each performance criterion.

Cyrus Hadidi made a motion to approve the format for the CEO evaluation. Nancy Escobar seconded the motion. The motion was approved unanimously.

WHEREAS, the Directors seek to complete a formal evaluation of the Partnership's Chief Executive Officer;

WHEREAS, the Directors have adapted the Partnership's staff evaluation for the purpose of completing a formal evaluation of the Chief Executive Officer;

THEREFORE, BE IT RESOLVED, that the Board approves the format of the evaluation for the Chief Executive Officer for the 2011-12 year, attached hereto.

IV.

APPROVE CALENDAR OF MEETINGS FOR 2012-13

Marshall Tuck stated that more preparation needs to be done prior to finalizing the board schedule for 2012-2013. Joan Sullivan directed Partnership Leadership to consider dates, timing of day, and contact board members for availability. Marshall Tuck asked for this agenda item to be tabled to the next meeting, which he proposed to be held on Wednesday, September 12<sup>th</sup>, 2012. Partnership staff will contact Board members for availability and will confirm the meeting location for the next meeting.



V.

APPROVE 2012-13 PARTNERSHIP BUDGET

Partnership leadership reviewed the proposed budget for the next fiscal year. Trèbor Jacquez opened the discussion by asking about the line item for LAUSD employees on detached service. Marshall Tuck explained that these are employees who are district employees on loan to the Partnership and that the purpose of this arrangement is to allow these employees to remain in the State retirement system for educators in California.

Cyrus Hadidi asked about the primary differences for expenses and revenue from 2011-2012 to 2012-2013. Marshall Tuck said that personnel costs are increasing next year due to the addition of new team members that were hired mid-year and will now be accounted for in the financials for a full year, as well as additional personnel who are expected to be hired for next year. Revenues are projected to increase by \$3.7 million in the budget. However, the organization will only spend against projections of \$2.7 million of new revenue immediately. Approximately \$1 million of additional expenditures will be spent once the organization reaches a greater level of confidence for additional fundraising dollars. Mark Kleger-Heine commented that the organization is requesting Board approval on the budget much earlier than last year, when final approval was granted in October 2011. Mark Kleger-Heine added that, compared to previous years, the budget reflects more initiatives that have already started and will be renewed for another year. The Partnership is now focusing on a smaller number of organizational priorities, with an emphasis on working with teachers and principals to improve student performance.



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Joan Sullivan asked staff to elaborate on technology expenses. Mark Kleger-Heine stated that significant funds were spent during 2011-2012, but due to accounting rules the depreciated expense will appear on future years' income statements as depreciation expenses. Melanie Lundquist asked staff to elaborate on legal and audit fees. Mark Kleger-Heine explained that this is a conservative budget in case additional legal expenses are needed. Joan Sullivan also asked staff to explain the reason for the drop in advertising and recruitment for 2012-2013. Marshall Tuck commented that most of the recruitment for new hires in 2012-2013 had already been spent during the 2011-2012 budget year.

Lisa Alva commented that she is proud of the budget development and that funds are going to the Partnership's top priority areas. Colleen Oliver added that new budget items for 2012-2013 in the area of Quality Teaching were a direct result of questionnaires administered to teachers for additional professional development ideas.

Lisa Alva made a motion to approve the 2012-2013 budget. Melanie Lundquist seconded the motion. The motion was approved unanimously.

WHEREAS, the Corporation requires a budget for the 2012-13 Fiscal Year; and  
WHEREAS, the Partnership management team has prepared a budget for the Board's approval attached hereto;

THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the 2012-13 budget for the Corporation attached hereto, and that the Officers of the Corporation are authorized to make expenditures that are consistent with this budget and prior resolutions of the Board.



## DISCUSSION

Marshall Tuck, Mark Kleger-Heine and Colleen Oliver began the meeting by providing an update on CAHSEE data. Marshall Tuck reviewed the summary results, which reflected an increase of 4.1% in the percentage of 10<sup>th</sup> graders passing both sections of the CAHSEE exam across all Partnership Schools. He noted that the difference in the results from 2011 to 2012 does not include Jordan High School, since it was a new school in the network for 2011-2012. Joan Sullivan asked if there is value in letting the District know of the improvements in the numbers. Marshall Tuck commented that this data should be packaged with state comparisons to make it more significant. Joan Sullivan stated that the data could be shared with the LAUSD Board and key District contacts.

Marshall Tuck reviewed the data from schools with decreased CAHSEE results. He stated that 7 schools had an increase in CAHSEE scores, while 4 schools saw a decrease in scores. Marshall Tuck commented that schools with small enrollment numbers have experienced greater swings in test scores. Joan Sullivan commented that principals also have an impact on student results and asked if principals are trained to be strategic about identifying which students should take the CAHSEE. Colleen Oliver commented that the Partnership's instructional team is working to develop clear guidelines on when students are ready to take the test. Mark Kleger-Heine remarked that Roosevelt High School Magnet showed significant gains, which was impressive because the scores from 2011 were already at a high level. Marshall Tuck also described that the Partnership has narrowed the gap between Partnership schools and all District schools on CAHSEE results: in March 2008 Partnership schools fell 17



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points behind the District, whereas in 2012 Partnership schools are only 10 points behind the District.

Marshall Tuck addressed the Board members' request for follow up from the last Board meeting about the Linked Learning program at Santee Education Complex. Marshall Tuck explained that this program had been funded through a grant from the Irvine Foundation. The grant cycle had been completed and the program would unfortunately not be able to continue at the school site in its current form. The site may potentially continue some pieces of the program with school-funded personnel.

Marshall Tuck, Colleen Oliver and Mark Kleger-Heine reviewed Partnership updates for Board members. Colleen Oliver updated board members about the work of elementary and secondary math teachers who have been working very hard together to discuss math standards, review pacing plans, and create common assessments for all grade levels.

Marshall Tuck commented that all Partnership high school teachers now have laptops. Mark Kleger-Heine discussed the success of Achieve3000, a blended learning program. 44% of students with a login were connecting outside of school hours, either to complete homework or as supplemental learning.

Marshall Tuck also described a recent gift of \$10,000 from Amy and Brian Weitman. The donors had previously given funds to purchase uniforms for students at Dolores Huerta Elementary School and wanted to give funds directly to the Partnership because they were so inspired by their experiences working with the Partnership.



## Partnership for Los Angeles Schools

Joan Sullivan reviewed the addition of the Upcoming Events and encouraged Board members to attend Partnership events. Board members were asked to contact Erica Valencia, Executive Associate to the CEO, to indicate attendance at a specific event.

Joan Sullivan introduced Amanda Smick, former Bohnett Fellow with Joan Sullivan's office. Amanda Smick gave a presentation on non-profit board best practices. Amanda Smick drew on materials developed by consulting firm McKinsey & Company, which had created a framework for high-performing boards. The Board discussed issues surrounding this presentation, including how the Board can help shape the Partnership's mission, develop and evaluate the organization's leadership, develop a succession plan for the CEO, and represent all stakeholders of the organization. Joan Sullivan commented that it is interesting to think about to whom the board is accountable. Marshall Tuck affirmed that the Partnership MOU states the Partnership is accountable to LAUSD. Trèbor Jacquez said that even though his school (Santee Education Complex) has had some difficulties, he is proud to be a Board Member and to support the mission of the organization.

Amanda Smick stated that effective non-profit boards generally have 1-3 standing committees around strategic on-going issues, with ad hoc committees used to address short-term needs. Mark Kleger-Heine commented that additional committees would require additional Partnership resources. Joan Sullivan said that the Partnership Board currently meets more often than other non-profit boards. Marshall Tuck asked if there is any information about how often boards meet. Joan Sullivan commented that boards with committee structures meet less often, some as infrequently as 6 times per year, with quarterly meetings most common. Joan Sullivan reviewed the last section of the presentation, which included a self-evaluation for Board





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members. Mark Kleger-Heine commented that the Board has not adopted a formal evaluation process and Joan Sullivan stated the Board will return to that topic at a future meeting.

PUBLIC COMMENT

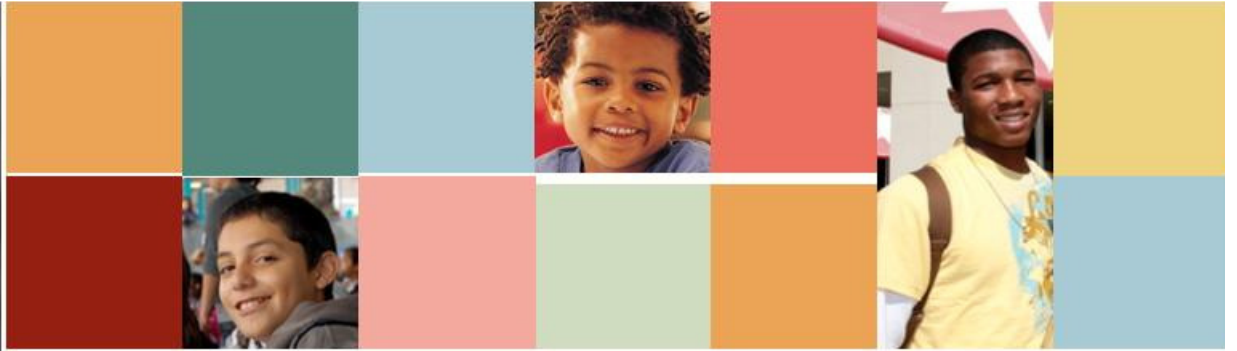
Bill Ring asked the Board about funding for Partnership schools. He inquired if network schools receive per pupil funding from the District and if there is a process in place by which the community is able to provide input on spending at each school site. Bill Ring also asked if a portion of per pupil funding is used for Partnership organizational expenses.

Marshall Tuck stated that the all schools are part of the per pupil funding process and that Partnership does not take any fees from network schools. Mark Kleger-Heine added that each school has a School Site Council that approves expenditures through meetings open to the public.

The Board went into closed session at 5:51 p.m. The meeting was adjourned at 6:24 p.m.

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Mark Kleger-Heine, Secretary



# Partnership for Los Angeles Schools

Delegate Authority to Sign Master MOU



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# MOU Renewal Process

- LAUSD has set up a process to approve a new “Master MOU” with the Partnership
- The District is asking the LAUSD Board to approve a 5-year Master MOU with the Partnership at its October 9th meeting
  - We believe that MOUs from other partners will also be presented to the LAUSD Board this day
- The Superintendent will have the authority to approve the renewal of individual schools shortly after the Master MOU is passed
  - Individual schools will have terms of 2-5 years depending on their performance
  - All Partnership schools will be included under the umbrella of this Master MOU, but only the 16 original Partnership schools will be up for individual school renewal this year (Mendez, Huerta, Carver, Joyner and Jordan will be renewed in their fifth year with the Partnership)
  - LAUSD has set up a committee to analyze the performance of Partnership schools up for renewal
  - Schools will also have different accountability targets that will be set jointly between the Partnership and District



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# Terms of the Master MOU

- Our team has been working on the MOU for the last several weeks
  - We have incorporated feedback from previous Board meetings and our advisory Board retreat
- The MOU maintains the key issues needed for the Partnership to remain successful (see attached MOU)
- The Master MOU will have largely the same terms as our original MOU with the District but does have a few key differences, such as
  - Clarified accountability for the Partnership as a network
  - Clarified language around some key areas that were ambiguous in our previous contract
  - Need for the Partnership to write down more of our organizational policies around how we run our schools



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# Next Steps

- Pass Master MOU on October 9<sup>th</sup>
- Determine individual school terms and accountability with the District (mid-November)
- Begin drafting organizational policies to provide to LAUSD (fall)

MASTER MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
AND  
PARTNERSHIP FOR LOS ANGELES SCHOOLS

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MASTER MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
AND  
PARTNERSHIP FOR LOS ANGELES SCHOOLS

This Master Memorandum of Understanding (“Master MOU”) between the Los Angeles Unified School District (“District” or “LAUSD”), a public school district organized and existing under the laws and Constitution of the State of California, and Partnership for Los Angeles Schools (“Lead Partner”), a not-for-profit 501(c)(3) organization, (each referred to individually herein as a “Party” and, collectively, as the “Parties”) establishes the framework for the relationship between the Parties that will support academic improvement at those schools identified herein as Lead Partner Schools (and each individually as a “Lead Partner School”).

ARTICLE 1  
RELATIONSHIP AND AUTHORITY

1.1 Relationship.

- (a) Lead Partner has been selected through a formal Request for Proposal (“RFP”) process or some other process approved by the Board of Education of the City of Los Angeles (“Board of Education”) and enters into this Master MOU meeting the qualifications and specifications of that RFP or other condition(s) approved by the Board of Education. The Parties hereby acknowledge and agree that the Board of Education is charged under State law with the duty to administer the provision of public education services within the Board of Education’s jurisdiction and has authority to supervise all matters pertaining to the public schools. The Parties acknowledge and agree that the Board of Education will retain all such authority under this Master MOU.
- (b) The Parties agree to operate in good faith and with full transparency to achieve the objectives of this Master MOU. Due to the unique nature of this Master MOU and the desire of the Parties to explore an alternative means of providing education to the students of the District, Lead Partner shall be subject to the oversight of the Board of Education and shall be accountable to the Board of Education, which oversight and accountability shall be exercised by and through the District, except for those situations where the Board of Education sponsors the appropriate Board of Education action to allow Lead Partner to appear before the Board of Education for purposes of oversight and accountability.
- (c) District shall have the right to have a representative attend all Lead Partner regular board meetings.

1.2 Lead Partner Warranties and Assurances. Lead Partner warrants that all of the following are true and correct as of the effective date of this Master MOU and shall continue to be true and correct throughout the entire term of this Master MOU:

- (a) Financially solvent: Lead Partner is financially solvent, is able to pay all its debts as they mature, and is possessed of sufficient working capital to perform all services and deliverables and to otherwise perform the obligations pursuant to this Master MOU.
- (b) Notification of management changes: Lead Partner shall promptly notify District of any change in the organization's ownership or control.
- (c) Qualified professionals: All Lead Partner professionals providing services pursuant to this Master MOU shall be appropriately licensed, credentialed, or qualified, as required by applicable laws or regulations.
- (d) Compliance with laws and Master MOU: Lead Partner and each of the Lead Partner Schools are and will remain in compliance with all applicable laws and regulations related to this Master MOU.
- (e) Maintenance of corporate status and good standing: Lead Partner will at all times maintain itself as a corporation in good standing under the laws of California and shall timely make all required filings with the State.

1.3 Purpose. District and Lead Partner are entering into this collaboration to jointly undertake the work of enhancing a productive learning environment and culture of high achievement at the Lead Partner Schools identified in Appendix A to this Master MOU, which is attached hereto and made a part hereof. The intent of this Master MOU is to create a collaborative relationship between the District and Lead Partner and to allow the Lead Partner the maximum freedom and autonomy permissible by law and applicable collective bargaining agreements, along with strong and clear accountability, in order to best serve the students and communities of the District and to develop new and best practices that can be implemented in other areas of the District.

District and Lead Partner will work together to elicit the buy-in, confidence, and commitment of all stakeholders critical to student success. Lead partners enter into a formal collaborative relationship with an individual school to facilitate reform efforts and manage the daily operations of that school site. These partners are held accountable to the Board of Education through a renewable Master MOU. This Master MOU allows external providers freedom and autonomy to implement educational services to their partner schools in cooperation with the District. Lead partners provide instructional leadership, technical assistance, support and additional resources to improve the school's programs and instruction. Lead partners are selected based on their capacity to operate as educational management organizations and experience in public school transformation.

Lead Partner, in performing its duties and fulfilling its obligations under this Master MOU, shall have power and authority, consistent with federal and State law and subject to the other terms

and conditions of this Master MOU and the oversight of the Board, to take such actions as may be necessary or desirable to properly and efficiently implement educational services at the Lead Partner Schools in cooperation with the District.

1.4 Collective Bargaining Agreements. Notwithstanding any other provision of this Master MOU, the District and Lead Partner agree that the District and Lead Partner shall honor all applicable collective bargaining agreements, as they may be negotiated from time to time, for the Term of this Master MOU and any renewals of this Master MOU. The District and Lead Partner commit to collaborating with collective bargaining representatives to fulfill the intent of this Master MOU and maximize its benefit to students and communities.

1.5 Interpretation and Precedence. This Master MOU and the Appendices and Exhibits attached hereto are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the following order of precedence will apply:

- (a) This Master MOU;
- (b) Appendices to this Master MOU;
- (c) Exhibits to this Master MOU

1.6 Nonexclusivity. The District shall not be required to contract for any services from Lead Partner except for the services expressly provided in this Master MOU or as otherwise necessary to effectuate the intent and advance the goals of this Master MOU. Lead Partner acknowledges and agrees that this Master MOU shall not create any exclusivity or restriction on the District.

1.7 Board Rules, Bulletins, Reference Guides, Memoranda and other Policies. It is the intent of the District to provide Lead Partner the maximum flexibility allowed by law and collective bargaining agreements to implement the educational services described in this Master MOU. To that end, District and Lead Partner agree that Lead Partner and Lead Partner Schools may receive waivers from all Board Rules, Bulletins, Reference Guides and other District policies (“District Policies”) that are not explicitly made applicable to Lead Partner and/or Lead Partner Schools in this MOU or necessary for compliance with law or applicable collective bargaining agreements. Such waivers will be codified and incorporated into this Master MOU by Lead Partner’s annual submission of a revised or new policy or procedure (“Lead Partner Policies and Procedures”) in writing to LAUSD’s Intensive Support and Intervention Division in the Office of the Superintendent.

The Intensive Support and Intervention Division shall have discretion to approve the Lead Partner Policies and Procedures, which approval shall not be unreasonably withheld, or reject any Lead Partner Policies and Procedures that the Intensive Support and Intervention Division reasonably believes not to be in the best interest of the District. Until Lead Partner submits a comprehensive list of Lead Partner Policies and Procedures, including but not limited to policies and procedures regarding state and federal law, promotion and/or graduation, health and safety, appropriate protection of student data, in writing to the District and receives written approval for same, all District Policies in the then-current LAUSD Principal’s Handbook shall be applicable to Lead Partner and Lead Partner’s Schools. District retains its right to create new District

Policies during the year. The Lead Partner retains the right to review new District Policies, provide commentary and appeal for individual policy waivers.

Lead Partner and the District shall publish a collection of Lead Partner Policies and Procedures before June 1, 2013. However, Lead Partner reserves the right to submit to the District additional Lead Partner Policies and Procedures at any time during the term of this Master MOU.

## ARTICLE 2 TERM AND RENEWAL

2.1 Term. The term of this Master MOU (“Term”) shall begin on July 1, 2013 and end on June 30, 2018, unless terminated earlier pursuant to the terms of this Master MOU. An individual Lead Partner School may have a term that is shorter than the Master MOU Term; however, in no event shall a Lead Partner School’s term extend beyond that of the Master MOU Term.

2.2 Renewal. The District and Lead Partner may agree to extend the Term by amending this Master MOU in writing, subject to the approval of the Board of Education.

2.3 Renewal Criteria. The criteria for renewal of this Master MOU shall be established with input of Lead Partner, based on the past performance of Lead Partner, by the District General Superintendent (“General Superintendent”) in his or her sole and absolute discretion. Upon consideration of the Lead Partner’s past performance on the renewal criteria laid out in this Article 2.3, the General Superintendent shall make a recommendation to the Board of Education regarding the renewal or extension of this Master MOU.

The Lead Partner agrees to meet the following mutually agreed upon minimum annual performance targets listed in Appendix B, MOU Renewal Criteria for Lead Partner, which is attached hereto and made a part hereof. In addition to meeting the annual accountability targets referenced in Appendix B, according to the processes laid out in Articles 2.3 and 4.3 of this Master MOU, the General Superintendent may consider additional factors in renewing this Master MOU that include without limitation:

- CST Scores, API, AYP, etc.
- CAHSEE results (high schools only)
- Performance Meter (attendance, graduation, safety, parent engagement, proficiency)
- Available School Performance Framework ratings (1-2 years depending on availability)
- Single Plan for Student Achievement (SPSA)
- School Experience Survey
- WASC Reports (high schools only)
- School-Specific Feedback/Reports Documentation of Notice to Cure

- Governance oversight reports (i.e., Pilot School Steering Committee review documents, charter renewal documents, etc.)
- Special Education compliance
- Parent feedback
- Other data collection as necessary

The renewal of the individual Lead Partner Schools listed in Appendix A shall be solely determined by the General Superintendent in his or her sole and absolute discretion. The General Superintendent shall take into consideration: the Lead Partner and Lead Partner School’s mutually agreed upon minimum annual performance accountability targets, which shall be listed in the Academic and Operational Plan and the Performance Metrics, which shall be incorporated into this Master MOU upon completion as Exhibit X-1 and Exhibit X-2, respectively (where “X” represents the assigned Exhibit name for a particular Lead Partner School); the individual Lead Partner School’s performance on the renewal criterion explicitly defined in this Article 2.3; and any other relevant factors. Additional factors that may be considered for an individual Lead Partner School’s continued participation in this Master MOU are set forth in Article 4.3, “Performance Accountability,” below. At the discretion of the General Superintendent, individual Lead Partner Schools shall undergo a performance review process in the fifth year of operation, or as prescribed in the Exhibits to this Master MOU for the applicable Lead Partner School.

### ARTICLE 3 LEAD PARTNER SCHOOLS

3.1 Attendance Boundaries. The District shall continue to establish the attendance boundaries for Lead Partner Schools. The District shall give Lead Partner reasonable advance written notice of, and adequate opportunity to provide input on, any proposed attendance boundary modifications.

3.2 Maximum Enrollment Capacity. During the Term of this Master MOU, the District shall continue to establish the enrollment capacity for the Lead Partner Schools. The District shall give Lead Partner reasonable advance written notice of, and adequate opportunity to provide input on, any enrollment capacity modification.

3.3 Admissions and Recruitment. The District and Lead Partner agree that, during the Term of this Master MOU and any renewals thereof, each Lead Partner School will enroll and admit students residing in their respective attendance boundaries. Admission to each Lead Partner School shall be open to all students residing in the appropriate attendance boundaries on a nondiscriminatory basis and Lead Partner and Lead Partner Schools shall take all action necessary to accommodate all such students. If after resident students have been enrolled and admitted and a Lead Partner School has available seats, Lead Partner and Lead Partner Schools may conduct an open enrollment process or use the District’s enrollment option processes to fill the remaining seats.

3.4 Enrollment and Admissions during the School Year. Each Lead Partner School shall enroll and admit students residing in its attendance boundary throughout each school year as long as the operational capacity for the Lead Partner School exceeds the number of enrolled students.

3.5 Integration Programs. Notwithstanding any provision or language that may appear to be contrary in this Master MOU, Lead Partner acknowledges the District's obligation to comply with the Crawford v. LAUSD court order. Lead Partner also acknowledges that programs designed to comply with said court order may be operating at Lead Partner Schools. Lead Partner agrees that each Lead Partner School that is participating in an integration program or programs shall continue to participate in the program(s) as long as the court order is in effect.

3.6 Student Transfers. Any student transfer out of or into a Lead Partner School shall be governed by applicable District Policies.

3.7 Staffing Ratios. If required by any applicable State or federal law, Lead Partner Schools must be comparable in teacher staffing norms established by the District, using general fund moneys before expending categorical funds.

3.8 Nondiscrimination (Students and Adults). Lead Partner shall not unlawfully discriminate on the basis of an individual's actual or perceived age, ancestry, color, disability (mental or physical), ethnic group identification, gender (including gender identity), marital status, national origin, race, religion (including religious accommodation), sex (actual or perceived, including pregnancy, childbirth, or related medical condition), sexual orientation, on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, State, or local law; ordinance; or regulation.

3.9 Access to Lead Partner School. Lead Partner recognizes and agrees that Lead Partner Schools continue to be schools of the District during the term of this Master MOU and, as a result, the District may inspect or observe any Lead Partner School at any time without prior notice to Lead Partner without undue disruption of school or Lead Partner operations.

#### ARTICLE 4 SCHOOL DESIGN

4.1 School Operations.

(a) Lead Partner shall, with input from the staff, community, and Council (as defined below in this Article) at each Lead Partner School, develop for each Lead Partner School a complete educational program (the "Academic and Operational Plan," which shall become Exhibit X-1 to this Master MOU) based on Lead Partner's school design, comprehensive academic programs, and education services principles. The Academic and Operational Plan shall include curriculum framework for all students, including special education, English language learners, and other subgroups and how each will be served; assessment; mission/vision; implementation plans for programmatic components; A-G courses (high school); WASC candidacy or accreditation (if not accredited, state

timeline of process for obtaining accreditation); description of best practices and how best practices will be shared with the District; and a minimum annual budget.

(b) The Lead Partner shall submit such Academic and Operational Plan for the Lead Partner's activities to the District sixty (60) days prior to the commencement of this Master MOU. Such plan shall become an attachment to this Master MOU, as Exhibit X-1 to each Exhibit to this Master MOU, as applicable.

(c) Lead Partner shall provide copies of all instructional materials, data and reports derived from participation in this Master MOU to the District upon request.

(d) Lead Partner shall follow federal and State law, and District Policies regarding special education and English learners. Student discipline and advisory committees at Lead Partner Schools shall be governed by Article 1.7, above, of this Master MOU.

#### 4.2 Student Records and Other District Information.

(a) In accordance with the Family Educational Rights and Privacy Act ("FERPA"), Lead Partner is authorized, as the agent of the District for purposes of FERPA, to access pupil record information for which Lead Partner has a legitimate educational objective under the terms and conditions of this Master MOU. Lead Partner acknowledges and agrees that District remains the owner of all pupil record information of District students. Lead Partner acknowledges and agrees that Lead Partner shall use the data shared under this Master MOU for no purpose other than the work stated in this Master MOU as authorized by Section 99.31(a)(1)(B) of Title 34 of the Code of Federal Regulations. Lead Partner further agrees not to share any individual student data received under this Master MOU with any other entity and Lead Partner shall not disclose any pupil record information to any third party without prior written approval by the District and in accordance with applicable laws and regulations. A separate data use agreement between the District and any third party partners must be established for specific data requests that require access to individual student data.

Lead Partner agrees to allow the District access to any relevant Lead Partner records for purposes of completing any authorized audit. Any breach of this provision shall result in immediate mitigation by Lead Partner, limitation of data access up to and including restriction on all data access, and indemnification of the District by Lead Partner for any and all claims or actions arising out of the breach.

(b) Lead Partner shall timely notify the District of changes to the list of designated employees who shall have access to education records. In the event the District is informed by any federal or state agency or by a court of competent jurisdiction that the District cannot provide access to education records in accordance with this section, District may terminate such access immediately and shall notify Lead Partner accordingly; provided that, in such situation, the District and Lead Partner, in good faith, shall collaborate to establish another means of access to education records, if possible.

(c) Ownership and Protection of Confidential Information.



(i) Confidential Information, as defined in subsection (c)(vi), below, of either Party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that Party or its licensors, as applicable. Neither Party shall possess or assert any lien or other right against or to Confidential Information of the other Party. No Confidential Information of either Party, or any part thereof (including, without limitation, any District Information, as that term is defined below), will be sold, assigned, leased, or otherwise disposed of to third parties by the other Party or commercially exploited by or on behalf of Lead Partner, its employees or agents.

(ii) During the course and scope of its services hereunder, Lead Partner and/or District will gain knowledge of or have access to Confidential Information of the other Party, or otherwise have Confidential Information disclosed to it. The Parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Master MOU, and the respective parties and their respective personnel will use Confidential Information for no other purpose. Each Party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Master MOU.

(iii) Lead Partner acknowledges and agrees that District Information, as defined in subsection (d) below, includes, without limitation, confidential student and employee information that is protected by applicable law, including but not limited to, FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Lead Partner personnel may, by nature of the services, have the ability to defeat security provisions on District devices and may, by the nature of their work, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform services. Lead Partner therefore agrees to use its best commercially reasonable efforts to avoid unnecessary exposure by Lead Partner personnel to Confidential Information. Lead Partner further agrees to comply, and agrees to require Lead Partner personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any District Information embodied therein.

(iv) The Parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

(v) Notwithstanding the terms of this section, the Parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency; provided, that the disclosing Party must provide the other Party prompt notice of the order and at the other Party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

(vi) Confidential Information means any and all information of either Party disclosed or otherwise made available to or learned by the Parties under this Master MOU, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, District data and, all District student records and personnel records of both parties.

(vii) Return of Data. At no cost to the Party that owns the Confidential Information, the other Party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Master MOU, promptly return, in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other Party’s possession or control. Archival tapes containing any Confidential Information shall be used solely for back-up purposes and shall be maintained and used in accordance with the District Information security policies. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other’s Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the Parties.

(d) Ownership and Protection of District Information.

(i) District Information means all information, in any form, furnished or made available directly or indirectly to Lead Partner by District or otherwise obtained by Lead Partner from District in connection with this Master MOU, including all information of District or any District affiliates to which Lead Partner has had or will have access, whether in oral, written, graphic or machine-readable form, which shall remain the sole property of the District.

(ii) All District Information shall be the property of and belong solely to the District, without restriction or limitation on its use, and shall be made available upon request to the District at any time and at no additional cost.

(iii) Lead Partner shall agree to grant to the District, at no additional cost, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit any documents, products, data and/or other property developed by Lead Partner pursuant to this Master MOU.

(iv) Lead Partner agrees that no documents, products, data and/or other property owned by it will be used in a commercially profitable manner.

4.3 Performance Accountability. Lead Partner and Lead Partner Schools shall be held accountable for the LAUSD academic accountability standards and metrics developed by the District, the Lead Partner accountability metrics set forth in Exhibit X-2, and the individual Lead Partner Schools’ accountability targets set forth in Appendix B.

In addition to the Lead Partner renewal terms outlined in Article 2.3, above, Exhibit X-4, “Renewal Criteria,” will be completed within 30 days of an individual Lead Partner School’s renewal. If a school completes the Local Initiative Schools process set forth in the LAUSD/UTLA Local School Stabilization and Empowerment Initiative of 2011 (“LSSEI”), new performance accountability targets would be set for the school and the Lead Partner renewal targets would no longer be valid. Appendix B will outline annual performance accountability targets for the duration of the individual Lead Partner School’s renewal term. Lead Partner shall be subject to all applicable academic accountability standards and evaluations currently in use by the District.

District shall have the right to require one third-party evaluation of the Lead Partner (that includes a review of some or all Lead Partner School(s) at the mid-point of the term of this Master MOU), the cost of which shall be shared equally by the Parties. District and Lead Partner will mutually agree on the third-party evaluator. The Parties shall cause the third-party evaluation to be submitted to the District by no later than the end of the third year of this Master MOU.

4.4 Fingerprinting. Lead Partner shall follow all District policies with regards to fingerprinting. For those Lead Partner employees and consultants, contractors, and invitees (collectively, “Lead Partner Affiliates”) who Lead Partner authorizes or allows access to a Lead Partner School and will have contact with any student, Lead Partner will comply with this section, pursuant to Education Code section 45125.1. Lead Partner will provide District with a list, by school site, of the names of Lead Partner personnel who may have contact with District pupils in the performance of services hereunder (collectively, the “Affected Persons”), and will update this list for changes in Lead Partner personnel. Lead Partner will require the Affected Persons to submit to fingerprinting in accordance with Education Code section 45125.1. Lead Partner will prohibit each Affected Person from having contact with District pupils until the California Department of Justice has ascertained that such Affected Person has not been convicted of any violent or serious offense which, if committed in California, would have been punishable as a violent or serious felony (under Penal Code sections 667.5(c) and 1192.7(c), respectively). Lead Partner hereby certifies and confirms, and upon request will separately certify in writing to District, that neither Lead Partner nor any Affected Persons have been convicted of any violent or serious offense described in Penal Code sections 667.5(c) and 1192.7(c).). In addition to the foregoing, Lead Partner and Affected Persons shall submit to tuberculosis testing. District may also require Lead Partner Affiliates to submit to tuberculosis testing and optional additional background checks and testing at the District’s sole, reasonable discretion.

4.5 Staff Qualifications. Lead Partner shall ensure that all individuals employed, contracted, and/or otherwise hired by Lead Partner to provide services that require certification under California law hold and continue to hold the legally required license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered.

ARTICLE 5  
LEAD PARTNER AND DISTRICT ADDITIONAL RESPONSIBILITIES

5.1 Lead Partner's Responsibilities.

- (a) Maintenance of Corporate Status and Good Standing. Lead Partner shall at all times maintain itself as a California non-profit public benefit corporation capable of exercising the functions of Lead Partner under the laws of the State, shall remain in good standing under the laws of the State, and shall timely make all filings with the office of the California Secretary of State. Lead Partner shall provide the District with copies of the Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a non-profit corporation, its Bylaws, and all amendments or modifications thereto. Lead Partner will be solely responsible for its debts and obligations.
- (b) Compliance with Open Meeting Laws. The School Site Council ("Council") at Lead Partner Schools shall continue to operate in accordance with, or if newly created, shall operate in accordance with, applicable open meeting laws, including, without limitation, the Brown Act or the Greene Act, as applicable.
- (c) Ethics and Public Records Act. Members of Lead Partner's Board of Directors, any administrators, managers, employees, and contractors shall comply with applicable federal and State laws, including, without limitation, Government Code section 1090, nonprofit integrity standards, and District policies set forth in Article 12.6 of this Master MOU. In addition, Lead Partner shall comply with all public disclosure laws including, without limitation, the Public Records Act (Government Code section 6250, et seq.) commencing with execution of this Master MOU.
- (d) Compliance with Laws, Rules and Regulations. The Lead Partner School(s) shall comply with all applicable State and federal laws, rules, regulations, court orders, consent decrees, Personnel Commission Rules and collective bargaining agreements as they apply to District employees, and settlement agreements to which the District is a party. Lead Partner and the District shall jointly identify any federal or State rules or regulations and agreements that substantially inhibit the implementation of the Lead Partner School design and work collaboratively to modify, seek waivers or otherwise limit or eliminate any such impediments to success of this model.
- (e) Cooperation between the Parties. Lead Partner agrees to cooperate and to provide all assistance that is necessary for District compliance with federal, State, and local statutes, laws, regulations, ordinances and judgments affecting or affected by the subject matter of this Master MOU, including but not limited to any consent decrees and settlements to which the District is a party.
- (f) School Calendar. No later than March 1 of each year, Lead Partner shall submit to the District the calendar for each Lead Partner School for the next academic year and following summer session.

(g) Testing. Lead Partner Schools shall administer such standardized tests of academic proficiency as required by federal and State law, in accordance with District policy. The Lead Partner Schools shall conduct such standardized testing with the District. Each Lead Partner School shall pay its proportionate share of the cost of carrying out the standardized testing process. Lead Partner Schools shall have access to District support services for all student testing related activities. Lead Partner shall have flexibility in scheduling and administration of testing as needed.

(h) Welligent and District Student Information Systems. Lead Partner and Lead Partner Schools shall prepare and submit to the District all required reports, including but not limited to Special Education Student Assignment Coordination (“SESAC”) and Welligent Individualized Education Programs (“IEP”), in a timely manner as necessary to comply with federal and State laws and regulations and the Chanda Smith Modified Consent Decree requirements. Lead Partner and Lead Partner Schools shall keep student data up to date and current in all District student information systems.

(i) Response to Requests for Information. Lead Partner or the relevant Lead Partner School shall respond to any request for financial or any other information from the District in a timely manner.

## 5.2 District's Responsibilities.

(a) Continuation of Services. In addition to those services identified below, Lead Partner shall have access to, and upon Lead Partner request, District shall provide, in a timely and professional manner, any and all services the District provided to the Lead Partner Schools in the academic year ending prior to the execution of this Master MOU, unless those services were provided by one-time funding, are cut or reduced across all District schools due to budget cuts, or otherwise impacted by events outside of the District’s control, and services District provides generally to schools District-wide. Lead Partner may, consistent with applicable law, collective bargaining agreements, and Personnel Commission Rules access additional such services in the most effective manner possible, including, but not limited to, those District obligations listed in this Article 5.2.

(b) School Facilities. Occupancy and use of a District campus, including but not limited to facility access and entry, maintenance and repair, and the funding thereof, requires a Facilities Use Agreement (“FUA”) to be executed by Lead Partner and the District prior to any entry or use of a District campus. In the event of any contradiction between terms of the FUA and this Master MOU, the terms of the FUA shall govern.

(c) Ancillary Property. The Lead Partner Schools shall retain all desks and other furniture, library and media materials, any textbooks or other materials related to specified State or local curricula (e.g., State history materials), and other similar materials and furnishings currently at the campus (“Ancillary Property”). The District shall provide Lead Partner with a list of all Ancillary Property located at the campus as of the date such facilities are first made available to Lead Partner. During the term of this

Master MOU, the District shall replace Ancillary Property in accordance with the District's normal replacement schedules for such property. District shall provide its Ancillary Property plan and policy (or other as appropriate to this issue) to Lead Partner. Title to the Ancillary Property shall not be transferred to Lead Partner. Lead Partner may purchase and retain title to additional furniture, equipment and materiel with Lead Partner funds.

(d) Security and Emergency. The District shall be responsible for providing all security and emergency response for the Lead Partner School in the same manner and to the same extent it provides security and emergency response to other District schools of similar size, grade levels and location. Lead Partner shall not be permitted to install its own security staff at any Lead Partner School without prior written consent and approval of the Los Angeles School Police Department. At no time shall Lead Partner have armed personnel performing services for a Lead Partner School. This prohibition applies to on-campus as well as off-campus activities, such as "safe passage" patrols. Each Lead Partner School shall maintain a statutory Safe School Plan that incorporates procedures for notice to the District in the event of emergency.

(e) Transportation and Food. The District shall be responsible, at its sole cost and expense, for providing all transportation and food services for the Lead Partner Schools in the same manner and on the same bases as transportation and food services are provided to other District schools and their students.

(f) Human Resources. District shall act as Lead Partner Schools' human resources provider and provide human resources, benefits and payroll services as to all District employees assigned to or otherwise supporting the Lead Partner or Lead Partner Schools. In addition, the District shall cooperate with Lead Partner in the hiring of Lead Partner administrators. At Lead Partner's request, the District will contract with a maximum of ten administrators and/or teachers each year and assign them to Lead Partner using the District's detached service assignment, described in Article 7.3 below, or other process that the District may in its sole discretion establish. If the District and Lead Partner agree that it is operationally feasible to increase this number, then District may contract with more than ten administrators and/or teachers. Lead Partner will reimburse the District for all costs associated with the employment of any such administrator including, but not limited to, the cost of salary, benefits, and taxes. Unless a waiver is first obtained from the State, the District will not hire administrators for assignment to Lead Partner under this Article 5.2(f) if hiring those administrators would either cause the District to exceed the ratio of administrative employees to teacher established by Education Code section 41402 or, if the District has exceeded the ratio, would increase the number of administrators by which the ratio is exceeded.

(g) Cooperation between the Parties. District agrees to cooperate and to provide all assistance that is necessary for Lead Partner compliance with federal, State, and local statutes, laws, regulations, ordinances and judgments affected by the subject matter of this Master MOU, including but not limited to any consent decrees and settlements to which the Lead Partner is a party.

ARTICLE 6  
FINANCIAL MATTERS

6.1 Allocated Funds. The District recognizes that the Lead Partner seeks to be a strong partner with the District in implementing the Per Pupil Funding (“PPF”) program and that the Lead Partner seeks to maximize the amount of PPF going toward the education of students at Lead Partner Schools. The District shall allocate funds to Lead Partner Schools based on the current District “pilot” program and commits that Lead Partner Schools will participate in any District-wide roll-out of a different PPF program. In addition, the District will permit the Lead Partner to opt into other PPF programs if they are offered to other District schools. All carryover balances shall be determined based on District policy, including debts and obligations.

6.2 Budgets. Provided that District has provided Lead Partner with all necessary information in a timely manner, Lead Partner shall provide the District with an annual projected budget, in reasonable detail, for each Lead Partner School no later than is reasonable for incorporation into the District budget process. The District acknowledges that such budgets will be based, in part, on information provided by the District. Thus, to the extent the District is able to merely estimate financial information for the next year, Lead Partner’s budget will also be an estimate. Lead Partner shall be entitled to timely and on-going receipt of all budget calculation information as well as actual and projected budget and expenditure information. The budget for Lead Partner Schools will be presented to the Board of Education as part of the budgeting process for the District as a whole and is subject to approval by the Board of Education. The Board of Education’s approval will not be unreasonably withheld.

6.3 Expenditures. The District shall separately account for the PPF for Lead Partner Schools determined under Article 6.1, above. The Lead Partner and Lead Partner Schools shall have discretion as to expenditures of funds consistent with the budget established pursuant to Article 6.2, above, and any adjustments thereto.

6.4 Grant Applications.

(a) The District agrees to include the Lead Partner School(s) in its grant applications in a comparable manner as it would if they were managed by the District and to allocate any such funds received on behalf of the Lead Partner School(s) to Lead Partner (provided the programs to be supported by such grants are consistent with the Lead Partner Schools’ educational program). The District shall act as fiscal agent for any grant funds received on behalf of the Lead Partner Schools.

(b) Lead Partner shall have the right to apply for, or otherwise participate in, any local, State or federal grant that impacts the instructional program, finances, or operations of the Lead Partner School, so long as Lead Partner provides prior written notice to the District if District students, staff and/or resources are implicated. The District shall be entitled to full transparency regarding the expenditure of the grant funds. The District shall have discretion as to whether to support a grant for which Lead Partner has applied.

(c) All grant funds received by Lead Partner will be used consistent with the purposes of the applicable grant. In the event Lead Partner or Lead Partner School fails to expend or account for grant funds in accordance with the grant terms (both actions referred to herein as “grant mismanagement”), and that failure is the result solely of the Lead Partner or Lead Partner School’s actions, any penalties incurred as a result, including return or repayment of grant funds to grantor, shall be mitigated by the party responsible for grant mismanagement.

6.5 Additional Programs. If the District requests Lead Partner to provide any programs not already offered by the District at Lead Partner Schools and that are not offered as part of its regular teaching program during the regular school year, such as Pre-K, summer school, and before-school and after-school programs, the District and Lead Partner will negotiate the terms and conditions of additional compensation to Lead Partner Schools to cover such programs. Any agreements between the Parties concerning additional programs to be provided by Lead Partner, whether at the request of the District or Lead Partner, shall be in writing. Lead Partner shall not be obligated to provide any program for which it has not received funding. District shall have the option to continue such programs in place at Lead Partner Schools as of the start date of this Master MOU at District expense, but the District shall not remove a program in a manner inconsistent with the reduction of programs at other District schools.

6.6 Third Party Contracts.

(a) Lead Partner shall have the right to enter into third party contracts for supplies, equipment, goods or services from outside vendors for the direct benefit of the Lead Partner School; provided that, such equipment, goods, or services conform to established District Policies and standards applying to health and safety.

(b) Any contracts entered into by Lead Partner shall, at a minimum, conform to existing federal, State, and local laws, regulations and ordinances. Lead Partner shall submit all third-party contracts pertaining to State and federal law, health and safety, student data, and collective bargaining items to the District for approval, regardless of dollar value.

(c) If a school enters into a contract and/or allows vendor to provide supplies, equipment, goods, or services for the use and benefit of a Lead Partner School prior to, or without, the appropriate District approval or authority (a so-called “after-the-fact contract”), Lead Partner or Lead Partner School shall be liable for all costs incurred therefrom consistent with District Policies. In accordance with Article 8 of this Master MOU, Lead Partner agrees to defend, indemnify and hold harmless District for any contractual liability resulting from third party contracts with Lead Partner’s vendors.

(d) Lead Partner may request exemption from participation in a District-sponsored third party contract by submitting a written request for same to District. The District shall not unreasonably withhold approval of such requests.



6.7 Annual Audits. At the end of each fiscal year, Lead Partner shall prepare its annual financial statements in accordance with accounting principles generally accepted in the United States of America for non-profit organizations (“GAAP”). Lead Partner shall cause a financial statement audit and financial and administrative procedures controls review to be performed annually at its expense by an independent auditor. The auditor shall opine on, among other things, Lead Partner’s compliance with grant and donation requirements. This audit shall be made available to the District no later than December 15 of each year during the term of this Master MOU beginning on December 15, 2013.

## ARTICLE 7 PERSONNEL

7.1 Personnel Responsibilities. District shall assign personnel to each Lead Partner School in accordance with Lead Partner staffing selection under Article 7.2, below. District employees assigned to work at Lead Partner Schools or otherwise assisting Lead Partner shall remain District employees and shall not be considered employees of Lead Partner for any purpose. Lead Partner employees may also be assigned to and work at the sites of the Lead Partner Schools. Accordingly, District employees and Lead Partner employees may both work on the school site, but remain employees of their respective employers, and not be considered jointly employed by either party.

7.2 Selection, Supervision, Evaluation, and Discipline of Personnel.

(a) Principals and Other School Site Administrators. Lead Partner and District shall collaborate in the selection and assignment of principals and other administrators for each Lead Partner School. In this process, Lead Partner shall, with the benefit of information provided by District, select administrators; and unless such selection or assignment violates law, regulation, Personnel Commission Rule, or collective bargaining agreement, District shall assign the selected administrators to the positions designated by Lead Partner. The collaboration shall include, but not be limited to, the description of desirable qualifications and leadership qualities; timely sharing of relevant information and personnel files of candidates, to the extent permitted by law, for positions between Lead Partner and the General Superintendent (access limited to Lead Partner personnel necessary to the selection process); and a selection and assignment process that includes teachers, parents, and other school stakeholders. Lead Partner and District will hold each Lead Partner School principal accountable for the success of his or her Lead Partner School. The Lead Partner may develop its own metrics and method for evaluating school site administrators. Lead Partner School administrators shall be supervised, evaluated, assigned, and disciplined by Lead Partner in a manner consistent with applicable collective bargaining agreements, Personnel Commission Rules, and State and federal law.

(b) Teachers and Para-Professionals. Lead Partner, in collaboration with Lead Partner Schools, has developed a process for selecting teachers and paraprofessionals (excluding special education trainees/assistants), and Lead Partner School principals have authority to select, supervise, evaluate, and discipline teachers and paraprofessionals at each Lead

Partner School consistent with the terms of the applicable collective bargaining agreement, Personnel Commission Rules, and State and federal law.

(c) Non-Instructional Personnel. Lead Partner, in collaboration with Lead Partner Schools, shall select school site non-instructional personnel consistent with the terms of applicable collective bargaining agreements and Personnel Commission Rules (for District employees). Lead Partner School principals have authority to select, supervise, evaluate, and discipline school site non-instructional personnel consistent with applicable collective bargaining agreements and Personnel Commission Rules for District employees.

7.3 Detached Service. Detached service agreements are agreements where a District employee takes a leave from the District to provide services to Lead Partner. The District shall enter into no more than the number of detached service agreements listed in section 5.2(f), above. In the event the Parties enter into such an agreement, Lead Partner shall remain responsible for all related costs including the District employee's salary, workers' compensation and fringe benefits.

7.4 Training and Meetings.

(a) Lead Partner and District shall collaborate in providing professional development and training in Lead Partner methods, curriculum, program, and technology to all Lead Partner School teaching personnel. Lead Partner and Lead Partner Schools shall have the option to utilize any and all training services offered by the District to District schools and to participate in collaborative training, to the extent they pay a proportionate share of the cost of same, and to utilize external providers for this purpose, but are not required to do so.

(b) To maximize collaboration, Lead Partner and District will mutually agree upon the list of relevant and necessary meetings ("Mandatory Meetings"), and Lead Partner shall ensure that a designated staff member attends Mandatory Meetings. In the event Lead Partner fails to send personnel to Mandatory Meetings, Lead Partner shall make arrangements for its staff to obtain the information that was disseminated from the Mandatory Meeting on lead Partner's own time and at its own expense.

(c) District shall allocate a percentage of staff time to attend to the Lead Partner Schools. The Intensive Support and Innovation Center ("ISIC") Operations Coordinator(s) and/or Instructional Director(s) shall visit Lead Partner School sites regularly. The ISIC Operations Coordinator(s) will meet a minimum of once a month with the Lead Partner to collaborate on operational matters.

7.5 Grievances.

(a) All grievances related to any Lead Partner School will be responded to in a manner consistent with the applicable collective bargaining agreement.

(b) **Notice of Grievances.** The District and Lead Partner shall each promptly notify the other in the event of a grievance being filed under any applicable collective bargaining agreement by an employee at a Lead Partner School.

(c) **Lead Partner Participation in Resolution.** The District, in collaboration with Lead Partner, will work to resolve all grievances, including any proposed settlements, providing the Lead Partner with an opportunity to participate in the resolution of any grievance, to the extent permitted by the applicable collective bargaining agreement, and will not resolve any grievance without first providing notice to Lead Partner; Lead Partner shall also have an opportunity to provide a recommendation on the proposed settlement.

(d) **Lead Partner Participation in Defense of Arbitration.** Lead Partner shall cooperate in the defense of any grievance and comply with an arbitration award, grievance, resolution, or settlement agreement.

(e) **If Lead Partner engages in an employment action that results in grievance arbitration, Lead Partner shall be liable for all costs of the arbitration (i.e., provide funding for defense).**

## ARTICLE 8 INDEMNIFICATION

8.1 **Legal Representation and Costs; Cooperation.** Except as expressly provided herein or in connection with insurance coverage required to be provided in this Master MOU by one Party for the benefit of the other, each Party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the District and Lead Partner shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them arising out of the performance of this Master MOU. Notwithstanding any other provision of this Master MOU, neither Party to this Master MOU shall settle or compromise any claim against the other Party to this Master MOU without the express written permission of that Party.

8.2 **Challenges to the Legality of this Master MOU.** Should any claim, demand, or suit be filed against the District that arises out of any claim that this Master MOU or any part thereof is in violation of law, or of any constitutional provision, statute, law, rule, contract or collective bargaining agreement binding upon the District, the District agrees to promptly notify Lead Partner, and the Parties to this Master MOU shall cooperate in the defense of such claim.

8.3 **Indemnification.**

(a) To the fullest extent permitted by law, Lead Partner agrees at its own expense, to indemnify, defend, and hold harmless the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses

and expenses arising from or relating to acts or omission of acts committed by Lead Partner, its officers, directors, employees, or volunteers or at the direction of Lead Partner, its officers, directors, employees, or volunteers. Moreover, Lead Partner agrees to indemnify and hold harmless the District for any contractual liability resulting from third party contracts with Lead Partner's vendors, contractors, partners or sponsors.

(b) To the fullest extent permitted by law, District agrees, at its own expense, to indemnify, defend, and hold harmless Lead Partner and its trustees, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by the District, or its officers, directors, employees or volunteers or at the direction of District, its officers, directors, employees, or volunteers. Moreover, the District agrees to defend, indemnify and hold harmless Lead Partner for any contractual liability resulting from third party contracts with District's vendors, contractors, partners or sponsors.

(c) Each Party shall give prompt written notice to the other Party of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying Party in the defense of the claim or litigation.

(d) The Parties agree that liability for acts or omissions of District employees assigned to Lead Partner Schools will be assessed on a case by case basis based on the proportionate fault of each Party.

(e) No Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the Parties under applicable federal, state, and local laws, regulations ordinances, or rulings, nor to create liability for either party on claims for which no valid theory of liability exists against that Party. Furthermore, the provisions shall not be construed as an agreement by a Party having a defense based on a limitation of liability established by applicable federal, state and local laws, regulations or ordinances to indemnify the other Party or an agreement by a Party against which a theory of liability is not available to indemnify the other Party.

## ARTICLE 9 TERMINATION

### 9.1 Termination for Cause.

(a) The District may terminate this Master MOU, in whole or in part, for cause prior to the end of the Term if Lead Partner commits a material breach of this Master MOU, that, if capable of being cured within ninety (90) days, is not cured within ninety (90) days after written notice of breach from the District to Lead Partner. For the purposes of the foregoing provision, "material breach" shall include

(i) Any of the reasons that a chartering agency may revoke a charter under Education Code sections 47607(c)(1), (c)(2), (c)(3) and (c)(4);

- (ii) Failure of Lead Partner to perform any material obligation, including without limitation, chronic failures to make improvement on a timely basis, without such failures being materially caused by fault of the District, a third party over which Lead Partner does not have the legal right to control, or a Force Majeure Event; or
- (iii) Breach of any material misrepresentation in the performance of services.

(b) Notwithstanding any statement to the contrary in this Master MOU, the District shall have the right to immediately terminate this Master MOU without notice to Lead Partner in the event Lead Partner's breach of this Master MOU creates a risk to the health, safety or welfare of any student or the students or staff at any Lead Partner School.

(c) The District's ability to terminate this Master MOU "in-part" for cause shall include the ability to terminate an individual Lead Partner School's participation in this Master MOU.

(d) Lead Partner may terminate this Master MOU for cause if

- (i) District has substantially breached any material terms of this Master MOU and fails to remedy the breach within ninety (90) days of written notification from Lead Partner;
- (ii) A material reduction in District's funding for a Lead Partner School prevents Lead Partner from fully implementing its instructional program;
- (iii) The enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation or court or administrative decision which has a material adverse effect on Lead Partner's ability to operate a Lead Partner School or Lead Partner Schools in accordance with its budget or school design

## 9.2 Disposition of Assets upon Termination.

- (a) Upon expiration or termination of this Master MOU for any reason, the disposition of assets shall be governed by the terms of the FUA.
- (b) Lead Partner shall retain all title and possessory interest in Lead Partner personal property at schools sites or other locations.

9.3 Remedies. The sole remedies for breaches of this Master MOU shall be specific performance of the obligations outlined herein or termination of this Master MOU in accordance with Section 9.1, except for any breach of any obligation by one Party to make monetary payments to the other Party.

9.4 Local Initiative Schools. As set forth in the LAUSD/UTLA Local School Stabilization and Empowerment Initiative of 2011 ("LSSEI"), Lead Partner Schools are eligible to apply to the Local Initiative Schools process. If a Lead Partner School chooses to enter the Local Initiative Schools process and the Lead Partner School's plan is approved by the District, then the Lead Partner School would become a Local Initiative School (Expanded School Based Management Model, Local Initiative School or Pilot School). If a Lead Partner School becomes

a Local Initiative School, Lead Partner will have the option to cease working with that Lead Partner School under this MOU if the Lead Partner School's Local Initiative School plan is significantly different from the Lead Partner's Academic and Operational Plan. If the Lead Partner School's approved Local Initiative School plan changes the governance of Lead Partner School and specifically excludes the Lead Partner, then, because this MOU must comply with all applicable collective bargaining agreements, the Lead Partner would no longer work with that Lead Partner School and the Lead Partner School would no longer be included in this Master MOU.

## ARTICLE 10 INSURANCE

### 10.1 Liability Insurance.

(a) **Liability Insurance Requirements.** Prior to execution of this Master MOU, Lead Partner shall secure and maintain, as a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] to protect Lead Partner from claims which may arise from its operations.

District shall secure and maintain for each Lead Partner School all levels and coverages of insurance District maintains for District school operations, activities, employees, property, liability and any other coverage the District maintains for District non-Lead Partner Schools and school operations generally. Any District self-insured layer shall afford insurance to activities, occurrences and claims made in relation to or at Lead Partner Schools just as for any District non-Lead Partner School.

It shall be the Lead Partner's responsibility, not the District's, to monitor its vendors, contractors, partners, volunteers or sponsors for compliance with the insurance requirements for vendors pursuant to Lead Partner policy.

Lead Partner shall procure and maintain the following insurance policies:

- (i) Commercial General Liability coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Lead Partner's insurance primary despite any conflicting provisions in the Lead Partner's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the Division of Risk Management & Insurance Services for the District.
- (ii) Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the Lead Partner from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory

Coverage). The Workers' Compensation insurance coverage must also include Employers Liability coverage with limits of \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; \$1,000,000 per employee for bodily injury by disease.

(iii) Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the Lead Partner does not operate a student bus service. If the Lead Partner provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured.

(iv) Fidelity Bond or Crime Insurance coverage shall be maintained by the Lead Partner to cover all Lead Partner employees who handle, process or otherwise have responsibility for Lead Partner funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.

(v) Professional Educators Errors and Omissions liability coverage, for Lead Partner and Lead Partner employees (District shall provide such insurance for all District employees and confirm such coverage for District independent contractors working at or otherwise assisting Lead Partner or Lead Partner Schools), with minimum limits of \$3,000,000 per occurrence.

(vi) Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

(vii) Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

\*Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Lead Partner's insurance primary despite any conflicting provisions in the Lead Partner's policy.

(b) Evidence of Insurance. The Lead Partner and District shall furnish to each other (to District at the LAUSD Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017) within 30 days of all new policies inception, renewals or changes, certificates or such insurance signed by

authorized representatives of the insurance carrier. The Lead Partner shall adhere to the following:

“The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the [appropriate party].”

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Lead Partner understands and agrees that District is fully self-insured for the first \$5 Million. The District maintains a program of self-insurance for General liability, Auto Liability, Worker’s Compensation and Errors and Omissions. Since the District is fully self-insured there are no policies to endorse. All references to insurance afforded by the District under this agreement shall be understood and agreed by Lead Partner to refer to the District’s program of Self-insurance for the first \$5 Million. Upon request, the District shall provide Lead Partner with confirmation of such insurance coverage by providing a Letter of self-insurance evidencing the requested insurance coverage.

#### 10.2 Property Insurance.

(a) Lead Partner shall maintain property insurance for all personal property provided by Lead Partner at the school site(s). Lead Partner shall secure from its insurers waivers of subrogation as against the District with respect to damages to the site, and shall otherwise hold the District harmless against liabilities arising out of any such damages.

(b) The District shall maintain property insurance for the School Facilities and for all personal property and fixtures on the site provided by the District.

10.3 Workers’ Compensation Insurance. Each Party shall secure and maintain Workers’ Compensation insurance covering its employees. District shall secure and maintain such insurance for all District employees working at or otherwise assisting Lead Partner or Lead Partner Schools. All such District employees shall be considered employees of the District and not of Lead Partner.

Lead Partner’s Workers’ Compensation policy shall include a Waivers of Subrogation clause.

10.4 Coordination of Risk Management. The Parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims and the filing of timely notices of claim, cooperating fully with one another in the defense of any claims (except in the case of any conflict of interest) and complying with any defense and reimbursement provisions of State governmental immunity laws and applicable insurance policies.



ARTICLE 11  
AUDIT AND INSPECTION OF RECORDS

11.1 Inspector General Audit. The District and Lead Partner agree that Lead Partner and Lead Partner Schools are subject to District oversight, the District's statutory oversight responsibility continues throughout the life of this Master MOU and requires that the District, among other things, monitor the fiscal condition of Lead Partner and Lead Partner Schools, and the District is authorized to terminate this Master MOU for, among other reasons, the failure of the Lead Partner to meet generally accepted accounting principles or if Lead Partner engages in fiscal mismanagement. Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to request that the District Office of the Inspector General undertake audits of Lead Partner or Lead Partner Schools. Lead Partner shall be expected to cooperate fully with such audits and to make available any and all records necessary for the performance of the audit. In addition, if an allegation of waste, fraud or abuse related to the Lead Partner or Lead Partner School operations is received by the District, the Lead Partner shall be expected to cooperate with any investigation undertaken by the Office of the Inspector General, Investigations Unit.

11.2 Audit Follow-Up. Lead Partner shall meet to review each audit report promptly after the issuance thereof at the request of District to mutually agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes suggested by the audit report.

11.3 Records Retention. Until (a) the earlier of three (3) years after the expiration or termination of this Master MOU; or (b) if pending matters relating to this Master MOU (e.g., disputes) are open as of such date, the date such pending matters are closed, Lead Partner will maintain and provide access upon request to the records, documents and other information required to meet District's audit rights under this Master MOU.

ARTICLE 12  
MISCELLANEOUS

12.1 Dispute Resolution. The Parties agree to cooperate in good faith in all actions relating to this Master MOU, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Master MOU. If, nevertheless, a dispute should arise in connection with this Master MOU, the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation.

12.2 Force Majeure. Neither party shall be liable if the performance of any part or all of this Master MOU is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

12.3 Independent Contractor Status. While engaged in performance of this Master MOU the Lead Partner is an independent contractor and is not an officer, agent, or employee of the

District. Lead Partner is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, Workers' Compensation, health insurance and retirement benefits. Lead Partner assumes full responsibility for the acts and/or omissions of Lead Partner's employees or agents as they relate to performance of this agreement. Lead Partner assumes full responsibility for Workers' Compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Lead Partner and Lead Partner's employees. Lead Partner warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Lead Partner agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Lead Partner's employees and agents under this agreement.

12.4 Subcontracting. Lead Partner reserves the right to subcontract any and all services specified in this Master MOU to the District and/or to public or private subcontractors, as permitted by law, collective bargaining agreements, conflict of interest policies, and Personnel Commission Rules, and the terms of this Master MOU. However, except as delineated in the Lead Partner School design, Lead Partner shall not subcontract the oversight or operation of the teaching and instructional program, except as specifically permitted herein or as expressly agreed to in writing by the District.

12.5 No Third Party Beneficiary Rights. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or Lead Partner in this Master MOU. This Master MOU is not intended to create any rights of a third party beneficiary.

12.6 Conflict of Interest. Lead Partner understands all federal and State laws as well as all provisions of the LAUSD Contractor Code of Conduct (available at <http://ethics.lausd.net>) pertaining to conflicts of interest, and agrees to abide thereto. Lead Partner certifies on behalf of any of its "Representatives" (as that term is defined in the LAUSD Contractor Code of Conduct) that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement and that none will be acquired. Further, Lead Partner certifies that no persons having any such interests shall be subcontracted in connection with this agreement, or employed by the Lead Partner.

Lead Partner understands that California law governs situations in which there exists or has existed a financial interest between a Lead Partner and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Lead Partner, its representatives or the public agency.

Lead Partner is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to the District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering

into this agreement. Lead Partner also has an ongoing obligation to proactively disclose any potential or actual conflict of interest through a “Meaningful Conflict Disclosure” (as that phrase is defined in the LAUSD Contractor Code of Conduct) to District and to fully cooperate in any inquiry to enable the District to determine whether or not there is a conflict of interest and what resolution is necessary.

12.7 Appendices and Exhibits. The Parties agree to the terms and conditions of this Master MOU and any Appendices and Exhibits attached hereto and incorporated herein by reference. Appendices and Exhibits shall become incorporated herein and part of this Master MOU, effective as of the date the Parties agree to the terms and conditions of the Appendices and Exhibits.

12.8 Entire Master MOU. This Master MOU and the Appendices and Exhibits hereto shall constitute the full and complete Master MOU between the Parties. All prior representations, understandings and agreements are superseded by this Master MOU.

12.9 Construction and Enforcement. This Master MOU shall be construed and enforced in accordance with the laws of the State of California.

12.10 Amendments. This Master MOU and the Appendices and Exhibits hereto may be altered, amended, changed or modified only by a written agreement executed by duly authorized representatives of both Parties.

12.11 Section Headings. The section headings shall not be treated as part of this Master MOU or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

12.12 Invalidity of Provisions of this Master MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

12.13 Assignment. This Master MOU shall not be assigned by either Party without the prior written consent of the other Party, provided that Lead Partner may assign this Master MOU to a successor entity that acquires through a corporate reorganization substantially all of Lead Partner’s assets and liabilities, provided that such reorganization does not impair the District’s ability to pursue its educational mission or fulfill its obligation to provide appropriate education in an appropriate environment.

12.14 No Waiver. No waiver of any provision of this Master MOU shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

12.15 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12.16 Survival. All representations, warranties and indemnities made herein shall survive termination of this Master MOU.

12.17 Certification Regarding Debarment, Suspension or Ineligibility for Award. By signing this Master MOU, Lead Partner certifies that:

(a) Lead Partner and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

12.18 Notices. All notices required or permitted by this Master MOU shall be in writing and shall be personally delivered, sent by electronic mail, sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To Lead Partner at:

Mark Kleger-Heine  
Chief Operating Officer  
1541 Wilshire Blvd, Suite 200  
Los Angeles, CA 90017

with a copy to:

Marshall Tuck  
Chief Executive Officer  
1541 Wilshire Blvd, Suite 200  
Los Angeles, CA 90017

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To District at:

Office of the Superintendent  
Los Angeles Unified School District  
333 South Beaudry Avenue  
Los Angeles CA 90017  
Attention: Superintendent

with a copy to:

Office of the General Counsel  
Los Angeles Unified School District  
333 South Beaudry Avenue  
Los Angeles CA 90017  
Attention: General Counsel

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Master MOU as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEAD PARTNER

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## List of Appendices

Appendix A. Table of Lead Partner Schools

Appendix B. MOU Renewal Criteria for Lead Partner

## List of Exhibits

Exhibit A. 99<sup>th</sup> Street School

- A-1. Academic and Operational Plan
- A-2. Performance Metrics
- A-3. Policies and Procedures
- A-4. Renewal Criteria

Exhibit B. Figueroa Elementary School

- B-1. Academic and Operational Plan
- B-2. Performance Metrics
- B-3. Policies and Procedures
- B-4. Renewal Criteria

Exhibit C. Gompers Middle School

- C-1. Academic and Operational Plan
- C-2. Performance Metrics
- C-3. Policies and Procedures
- C-4. Renewal Criteria

Exhibit D. Hollenbeck Middle School

- C-1. Academic and Operational Plan
- C-2. Performance Metrics
- C-3. Policies and Procedures
- C-4. Renewal Criteria

Exhibit E. Markham Middle School

- C-1. Academic and Operational Plan
- C-2. Performance Metrics
- C-3. Policies and Procedures
- C-4. Renewal Criteria

Exhibit F. Ritter Elementary School

- C-1. Academic and Operational Plan
- C-2. Performance Metrics
- C-3. Policies and Procedures
- C-4. Renewal Criteria

- Exhibit G. Roosevelt High Schools  
C-1. Academic and Operational Plan  
C-2. Performance Metrics  
C-3. Policies and Procedures  
C-4. Renewal Criteria

- Exhibit H. Santee High School  
C-1. Academic and Operational Plan  
C-2. Performance Metrics  
C-3. Policies and Procedures  
C-4. Renewal Criteria

- Exhibit I. Stevenson Middle School  
C-1. Academic and Operational Plan  
C-2. Performance Metrics  
C-3. Policies and Procedures  
C-4. Renewal Criteria

- Exhibit J. Sunrise Elementary School  
C-1. Academic and Operational Plan  
C-2. Performance Metrics  
C-3. Policies and Procedures  
C-4. Renewal Criteria

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APPENDIX A

TABLE OF LEAD PARTNER SCHOOLS

EXHIBIT	LOC. CODE	SCHOOL NAME	TYPE DESCRIPTION	SCHOOL YEAR IN WHICH SCHOOL FIRST BECAME PART OF PLAS	RENEWAL STATUS
A	5534	99TH ST EL	ELEMENTARY SCHOOL	7/1/2008	
B	8094	CARVER MS	MIDDLE SCHOOL	7/1/2010	
C	2944	DOLORES HUERTA (CRES #18)	ELEMENTARY SCHOOL	7/1/2010	
D	3822	FIGUEROA EL	ELEMENTARY SCHOOL	7/1/2008	
E	8160	GOMPERS MS	MIDDLE SCHOOL	7/1/2008	
F	5849	GRIFFITH JOYNER EL	ELEMENTARY SCHOOL	7/1/2010	
G	8179	HOLLENBECK MS	MIDDLE SCHOOL	7/1/2008	
H	8180	HOLLENBECK MS MTH MG	MIDDLE SCHOOL	7/1/2008	
I	8721	JORDAN HS	HIGH SCHOOL	7/1/2011	
J	8232	MARKHAM HLTH CAR MAG	MIDDLE SCHOOL	7/1/2008	
K	8237	MARKHAM MS	MIDDLE SCHOOL	7/1/2008	
L	7784	MENDEZ LC ENG/TECH	SENIOR HIGH SCHOOL	7/1/2009	
M	8611	MENDEZ LC MATH/SCI	SENIOR HIGH SCHOOL	7/1/2009	
N	6301	RITTER EL	ELEMENTARY SCHOOL	7/1/2008	
O	7749	ROOSEVELT HS CMNT	SENIOR HIGH SCHOOL	7/1/2008	
P	7750	ROOSEVELT HS ESP	SENIOR HIGH SCHOOL	7/1/2008	
Q	7746	ROOSEVELT HS HARTS	SENIOR HIGH SCHOOL	7/1/2008	
R	7745	ROOSEVELT HS LAW/GOV	SENIOR HIGH SCHOOL	7/1/2008	



EXHIBIT	LOC. CODE	SCHOOL NAME	TYPE DESCRIPTION	SCHOOL YEAR IN WHICH SCHOOL FIRST BECAME PART OF PLAS	RENEWAL STATUS
S	7751	ROOSEVELT HS MAGNET	MAGNET-SELF CONTAINED (SENIOR)	7/1/2008	
T	7748	ROOSEVELT HS MED	SENIOR HIGH SCHOOL	7/1/2008	
U	7747	ROOSEVELT HS STEM	SENIOR HIGH SCHOOL	7/1/2008	
V	8716	SANTEE EDUC COMPLEX	SENIOR HIGH SCHOOL	7/1/2008	
W	8387	STEVENSON MS	MIDDLE SCHOOL	7/1/2008	
X	6988	SUNRISE EL	ELEMENTARY SCHOOL	7/1/2008	

DRAFT

## APPENDIX B

### MOU RENEWAL CRITERIA FOR LEAD PARTNER

For purposes of holding the Lead Partner accountable for performance, the primary metrics and targets the District will use are:

Primary metrics for accountability of Lead Partner:

1. Change in percentage of students in the Lead Partner network who are proficient or advanced on the Math California Standards Test (“CST”)
2. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the Math CST
3. Change in percentage of students in the Lead Partner network who are proficient or advanced on the English CST
4. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the English CST
5. Change in Academic Performance Index (“API”) for the entire Lead Partner network
6. Change in four-year cohort graduation rate (for high schools only)

Targets for each accountability metric:

Metric	2011-12 Baseline	2012-13 Target	2013-14 Target	2014-15 Target	2015-16 Target	2016-17 Target
1. Change in percentage of students in the Lead Partner network who are proficient or advanced on the Math California Standards Test (“CST”)	21.8%	24.8%	27.8%	30.8%	33.8%	36.8%
2. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the Math CST	57.6%	54.6%	51.6%	48.6%	45.6%	42.6%
3. Change in percentage of students in the Lead Partner network who are proficient or advanced on the English CST	27.3%	30.3%	33.3%	36.3%	39.3%	42.3%
4. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the English CST	39.6%	36.6%	33.6%	30.6%	27.6%	24.6%
5. Change in Academic Performance Index (“API”) for the entire Lead Partner	15 point annual network-wide gain from each year’s base API					

network						
6. Change in four-year cohort graduation rate (for high schools only)	47.8%*	49.8%	51.8%	53.8%	55.8%	57.8%

The targets for metrics 1 through 5 are developed to be higher than the approximate 3-year LAUSD historical average and the 3-year historical average of all school districts in California with 10,000 students or more.

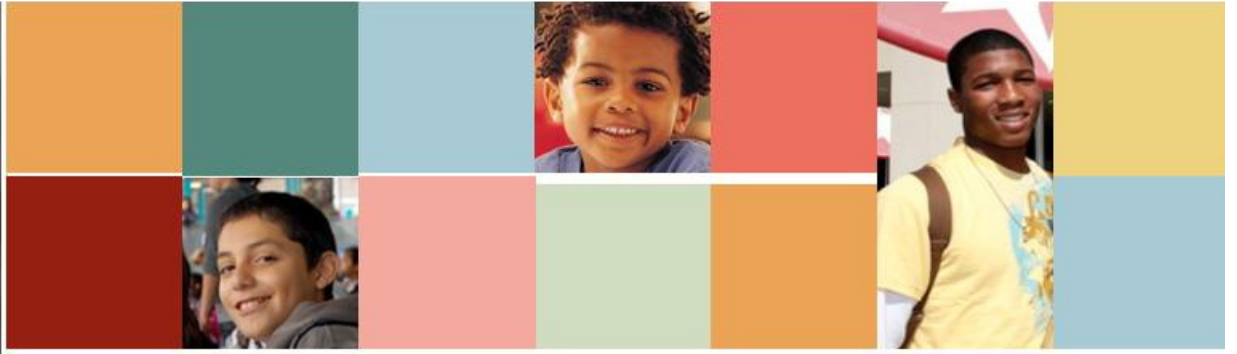
If the Lead Partner does not meet at least 4 out of the 6 targets above, then the District will use the following secondary metrics and targets to evaluate the overall performance of the Lead Partner, which are aligned to the District’s performance meter:

Metric	Target
1. Change in percentage of students in the Lead Partner network on-track for meeting A-G requirements (for high schools only)	Change is better than the District average
2. Change in percentage of students in the Lead Partner network passing both sections of CAHSEE for first time test takers	Change is better than the District average
3. Change in percentage of students in the Lead Partner network who are proficient or advanced on the Science CST	Change is better than the District average
4. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the Science CST	Change is better than the District average
5. Change in percentage of students in the Lead Partner network who are proficient or advanced on the Social Science CST	Change is better than the District average
6. Change in percentage of students in the Lead Partner network who are far below basic or below basic on the Social Science CST	Change is better than the District average
7. Change in proficiency rate of 3 <sup>rd</sup> grade students in English in the Lead Partner network	Change is better than the District average
8. Change in proficiency rate of students taking Algebra in the Lead Partner network	Change is better than the District average
9. Change in percentage of English Learner students in the Lead Partner network making progress in learning English (AMAO 1)	Change is better than the District average
10. Change in percentage of English Learners in the Lead Partner network who have not reclassified in 5 years (Long-Term English Learners)	Change is better than the District average
11. Change in percentage of students with disabilities in the Lead Partner network who are in the General Education Program at least	Change is better than the District average

80% of the instructional day	
12. Change in percentage of students in the Lead Partner network with 96% or higher attendance	Change is better than the District average
13. Change in percentage of staff in the Lead Partner network with 96% of higher attendance	Change is better than the District average
14. Change in percentage of parents in the Lead Partner network who talk with the teacher about their child's schoolwork (School Experience Survey)	Change is better than the District average
15. Change in parent participation in the Lead Partner network on School Experience Surveys	Change is better than the District average
16. Change in instructional days in the Lead Partner network lost to suspension	Change is better than the District average
17. Change in percentage of students in the Lead Partner network who feel safe on school grounds (School Experience Survey)	Change is better than the District average
<b>18.</b> Change in percentage of students suspended in the Lead Partner network	Change is better than the District average

The metrics and/or targets detailed above may be modified by mutual agreement of both parties over the course of the term of this MOU under any of the following conditions:

- If California statewide accountability measures change (for example, with the implementation of Common Core), then the metrics and targets would need to be changed to align to the new statewide accountability framework.
- If major changes in the external environment (e.g., state budget cuts, RIFs, etc.) lower the District's performance, then the targets would need to be adjusted downward.
- If AGT is adopted by the District for teacher and principal evaluations, school AGT would become a seventh primary accountability metric for the Lead Partner (the final definition of the metric and target would need to be mutually agreed upon).
- If the Lead Partner takes on new schools, then the targets would remain in place for the schools included in the Lead Partner network as of the signing of this MOU. New targets would need to be developed to incorporate the new schools.



# Partnership for Los Angeles Schools

Approval of New Board Members



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# Background on Board Expansion

- Our Board has desired to expand the Board strategically to secure additional expertise in the
  - Business sector
  - Education sector
  - Los Angeles civic community
- The Board formed a Governance Committee
  - Committee interviewed and vetted candidates
  - Three recommended candidates are proposed today for approval
- All three candidates have deep experience with the Partnership
  - Founding Board Member
  - Members of Partnership Advisory Board
- The Governance Committee and Partnership leadership believe that all three Board members will contribute significantly to the success of the organization
- Please see attached bios for additional information



Partnership for  
Los Angeles Schools

**STEVE SIMPSON**

**Senior Vice President/General Manager  
FOX Sports West and PRIME TICKET**

As the senior vice president and general manager of FOX Sports West and PRIME TICKET, Steve Simpson oversees all production, programming, advertising sales, marketing, communications, online and business operations of the 24-hour regional sports networks. Serving sports fans and the communities of Southern California, Nevada and Hawaii, FOX Sports West and PRIME TICKET together produce more than 800 live sporting events and 2,500 hours of original programming every year.

Simpson has fostered an environment of proactivity, creativity and passion to increase the regional relevancy of FOX Sports West and PRIME TICKET. Most recently in 2011, he oversaw the launch of *Prep Zone Live*, a revolutionary way of watching high school football on the internet. This came shortly after the corporate launch of the regional websites, including FoxSportsWest.com in 2010. In January 2007, PRIME TICKET celebrated a network first with its live telecast of the Los Angeles Sports Council's LA Sports Awards.

During his tenure, Simpson has heralded the arrival of multiple original and local programming that provides viewers with unparalleled access and expert analysis. Simpson evolved the nightly "Southern California Sports Report" into the team-specific "Live" before-the-game and after-the-game show concept. Each "Live" program currently features expert analysis, reporters and team specific branding that extend the fan experience and heighten team partner exposure. Additionally, "Dodgers Weekly" and "Angels Weekly" air throughout the baseball season to update fans on weekly successes of the Boys in Blue and the Halos by reviewing the previous week's plays, previewing upcoming opponents and showcasing players in their communities.

Simpson currently serves on the Board for the LA Sports Council, Advisory Board for the LA Sports and Entertainment Commission and most recently the Partnership for LA Schools' Advisory Board which services the 22 Partnership schools across Los Angeles Unified School District.

Prior to his move into the top position at FOX Sports West and PRIME TICKET in 2001, he was the local sales manager for FSN, directing the sales activities for both regional sports networks. His sales experience dates back to 1998, including roles as sales managers at Clear Channel Radio/XTRA Sports 1150 AM Los Angeles and the director of broadcast sales for Houston Astros from 1989 to 1995.

He has two children and lives in the South Bay area of Southern California.



Partnership for  
Los Angeles Schools

**LISA STEVENS**

**Executive Vice President  
President, West Coast Regional Banking  
Head of Customer Experience and Regional Marketing, Regional Banking  
Head of Small Business Banking  
Wells Fargo & Company**

Lisa Stevens, a 23-year company veteran, is an executive vice president and holds leadership positions across the country for Wells Fargo. Stevens is president for West Coast Regional Banking, which includes the states of California and Oregon. She also oversees Customer Experience and Regional Marketing nationally for Regional Banking. In addition, she leads Small Business Banking for the company, which provides a full range of financial services to more than 2.5 million business customers with annual revenues up to \$2 million.

Within West Coast Regional Banking, Stevens has responsibility for more than 1,150 banking stores, more than 3,500 ATMs and more than 20,400 team members who serve consumers and small businesses in the region.

A California native, Stevens began her career with Wells Fargo in 1989. Prior to assuming her current leadership posts, she was president of California Regional Banking.

Long devoted to the communities she serves, Stevens is active in the nonprofit community. She serves on the boards of several nonprofit organizations, including the San Francisco Opera, National Boys & Girls Club of America, California Chamber of Commerce, Executive Committee of the California Business Roundtable, California Business for Education Excellence, Children's Hospital Los Angeles, The Center on Philanthropy and Public Policy and the advisory board for Partnership for Los Angeles Schools.

Stevens earned a bachelor's degree in political science from Santa Clara University and attended American University and the Pacific Coast Banking School.





Partnership for  
Los Angeles Schools

**CAROLYN WEBB DE MACÍAS**

Carolyn Webb de Macías has just completed 16 months as chief of staff in the office of Elementary and Secondary Education in the US Department of Education. She served in this capacity as a presidential appointee of President Barack Obama. As such, Carolyn was the primary advisor to the Assistant Secretary of Education and oversaw office management from February 1, 2010 through June 30, 2011.

As Chief of Staff, she had significant input in the hiring and training of both political and program office staffs. She participated on the senior leadership team in the Department of Education, helping to develop and implement national education policy.

Webb de Macías was appointed vice president for external relations at the University of Southern California in January 2002. She served in this capacity through June 2008. She provided strategic direction and leadership for the university's outreach programs, including civic and community relations, government relations, the Community Education Academy and the Good Neighbors Campaign as well as federal- and state-funded educational and economic-development programs, including the USC TRIO Programs and School of Early Childhood Education. She also co-chaired USC's effort to develop a master plan to guide future campus development. Webb de Macías holds the title of USC vice president emeritus.

From July 2006 – July 2007, Webb de Macías also served concurrently as vice president, as interim executive director of the USC Alumni Association and associate vice president for alumni relations. In addition, she is an adjunct faculty member in the USC Rossier School of Education.

Prior to her appointment as vice president, Webb de Macías was senior associate provost at USC. During the 2005 - 2006 academic year, she took a partial sabbatical from USC and served as a senior advisor to Mayor Antonio R. Villaraigosa providing counsel in a variety of areas, including education policy.

Webb de Macías was a gubernatorial appointee to the California African American Museum. She was elected President of the State Board of Directors in April 2005 and served in this role until 2009. She resigned from the board in 2010 as required by the federal conflict-of-interest statutes. The California African American Museum is a unique agency and public service institution dedicated to collecting, preserving and exhibiting African American art, history and culture. She also chaired the Strategic Development Committee of Friends, The Foundation of the California African American Museum.

Prior to joining the university, Webb de Macías was chief of staff for Los Angeles City Councilman Mark Ridley-Thomas. In this capacity from 1991-1997, she was the chief policy

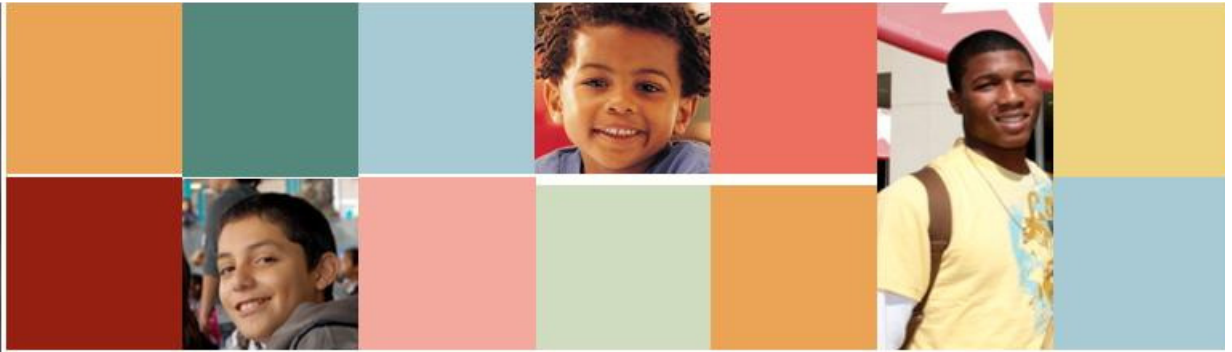


## Partnership for Los Angeles Schools

advisor on the councilman's legislative agenda, in addition to supervising council offices and a staff of 18. From 1985 to 1989, she served as Los Angeles area vice president for external affairs for Pacific Bell. As such, she was responsible for media relations, public relations, community, civic and corporate relations and corporate contributions in Southern California.

Webb de Macías earned her B.A. degree from UCLA and her M.A. in Education from UCLA as a Danforth Foundation Fellow. She holds a California Standard Teaching Credential, California Community College Instructor's Credential and a Montessori Teacher Certificate in Primary Grades and Administration.

Her professional experience includes administration, primary and post-secondary teaching, management training and development, consulting, senior management of nonprofit organizations and public affairs/public relations and media expertise and public speaking. Webb de Macías has served as editor of numerous corporate and legislative publications, as well as executive producer of corporate training and community service videos. Additionally, she served a four-year term on the UCLA Foundation Board.



# Partnership for Los Angeles Schools

Review of 2011-12 Performance Data



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# Summary of 2011-12 Performance

- Partnership met all of our performance goals (API, CST Math, CST English and graduation rates)
- Partnership had our best CST performance ever
  - We had higher gains than the district and state of California averages in ELA, math, science and history
- Expect our API to be very strong and exceed our target for 2011-2012
- Graduation rates are the highest in the history of the Partnership
- CAHSEE pass rates increased by 3.8% compared to the district's average increase of 1.0%



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# Network Performance in 2011-2012

	Goal	Gains	Current Performance Levels
API*	24	~30 (estimated)	642
English	4%	4.7%	27%
Math	4%	4.5%	22%
Graduation**	4%	6.9% (estimated)	48%

Notes:

1. Base goal of 636 adjusted to reflect 2011 API base determined by the California Department of Education. API Actuals reflect projections. APIs will be released publicly on Oct. 3, 2012
2. Actual graduation rate reflects preliminary estimates by LAUSD, adjusted for Roosevelt transition in 2010-11
3. Network-wide gains for English, Math and Graduation are weighted to account for Jordan joining the network in 2011-12.



# 2012 School-Level Targets vs. Actuals Elementary Schools

	API*		ELA		Math	
	Base Goal	Actual	Base Goal	Actual	Base Goal	Actual
99th Street	25	25	4%	3%	5%	9%
Figueroa	25	25	4%	5%	5%	7%
Griffith-Joyner	40	23	6%	10%	7%	0%
Dolores Huerta	25	32	4%	5%	5%	14%
Ritter	25	43	4%	8%	5%	9%
Sunrise	25	-29	4%	-4%	5%	-4%
Network Elementary Avg.	n/a	n/a	5%	5%	6%	6%

Notes:

1. API Actuals reflect projections. APIs will be released publicly on Oct. 3, 2012





# 2012 School-Level Targets vs. Actuals

## Middle Schools

	API*		ELA		Math	
	Base Goal	Actual	Base Goal	Actual	Base Goal	Actual
<b>Carver</b>	30	37	5%	4%	4%	2%
<b>Gompers</b>	30	-13	5%	1%	4%	1%
<b>Hollenbeck</b>	25	27	4%	3%	4%	1%
<b>Markham</b>	30	40	5%	8%	4%	8%
<b>Stevenson</b>	30	35	5%	7%	4%	7%
<b>Network Middle School Avg.</b>	n/a	n/a	5%	5%	4%	4%

\*Notes:

1. API Actuals reflect projections. APIs will be released publicly on Oct. 3, 2012



# 2012 School-Level Targets vs. Actuals High Schools

	API*		ELA		Math		Graduation**	
	Base Goal	Actual	Base Goal	Actual	Base Goal	Actual	Base Goal	Actual
Jordan	30	85	4%	8%	4%	6%	4%	4%
MET	25	5	4%	-3%	3%	3%	4%	-9%
MMS	25	14	4%	-1%	3%	4%	4%	-4%
RHS CNMT	35	24	5%	-5%	4%	0%	4%	-3%
RHS ESP	30	68	5%	11%	4%	-1%	4%	7%
RHS HARTS	30	-2	5%	-8%	4%	0%	4%	21%
RHS Law	35	27	5%	-1%	4%	-1%	4%	12%
RHS Magnet	20	14	3%	-6%	4%	-3%	4%	7%
RHS MED	30	-24	5%	-3%	4%	-2%	4%	24%
RHS STEM	25	37	4%	3%	4%	-3%	4%	17%
Santee	30	45	5%	6%	4%	2%	4%	7%
Network High School Avg.	n/a	n/a	4%	3%	4%	1%	4%	7%

\*Notes:

1. API Actuals reflect projections. APIs will be released publicly on Oct. 3, 2012
2. Actual graduation rate reflects preliminary estimates by LAUSD, adjusted for Roosevelt transition in 2010-11



# School Performance vs. Targets

Subject	Met Targets (at least 3-7% growth)	Did not meet target but still increased	Decreased
ELA	Figueroa Joyner Huerta Ritter Markham Stevenson Jordan ESP Santee	99 <sup>th</sup> Street Carver Gompers Hollenbeck STEM	Sunrise Mendez ET Mendez MS CNMT HARTS Law & Govt Magnet MED
Math	99 <sup>th</sup> Street Figueroa Huerta Ritter Markham Stevenson Jordan Mendez ET Mendez MS	Joyner Carver Gompers Hollenbeck HARTS Santee	Sunrise CNMT ESP Law & Govt Magnet MED STEM



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# Summary of CST Results

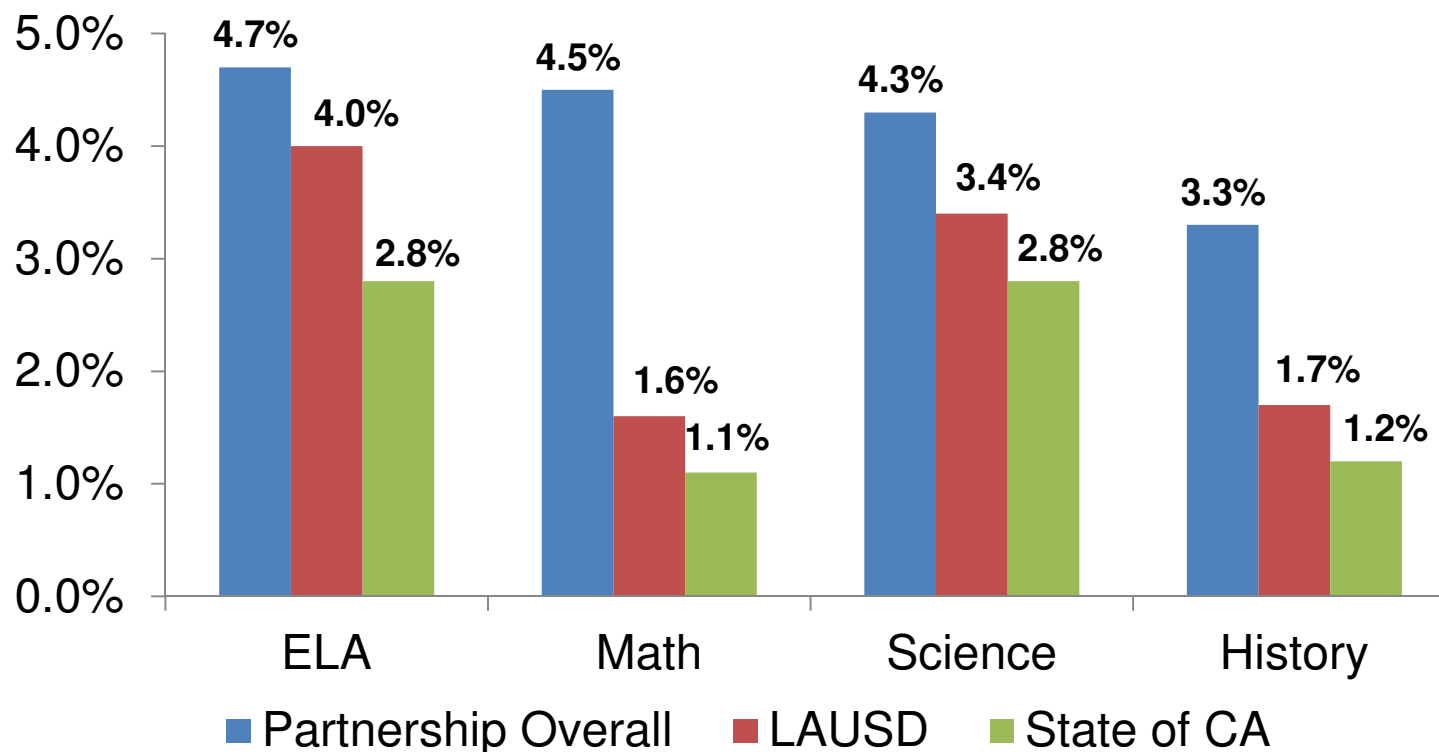
- Partnership exceeded its targets of improving by 4% in proficient and advanced in Math and English
  - 4.7% gains in proficient and advanced in ELA
  - 4.5% gains in proficient and advanced in Math
- As a network, the Partnership improved in all CST subjects and had its best year to date in proficiency rates in Math and ELA
  - Math gain is more than double the district average and four times higher than the State
  - ELA, Science & History gains are also higher than the district and state averages
- Strong gains in most elementary and middle schools, and Santee and Jordan high schools
  - Core initiatives of blended learning, teacher effectiveness, elementary literacy, strategic placement of teachers and revising master schedules clearly had an impact
- Performance at Sunrise, Gompers and several of the Roosevelt small schools was lower than expected

# Comparison to LAUSD Performance on CST



- The Partnership had higher gains than the district and State in all subjects on moving students into proficient and advanced

**Comparison of CST Percentage-Point Gains, 2011 to 2012**

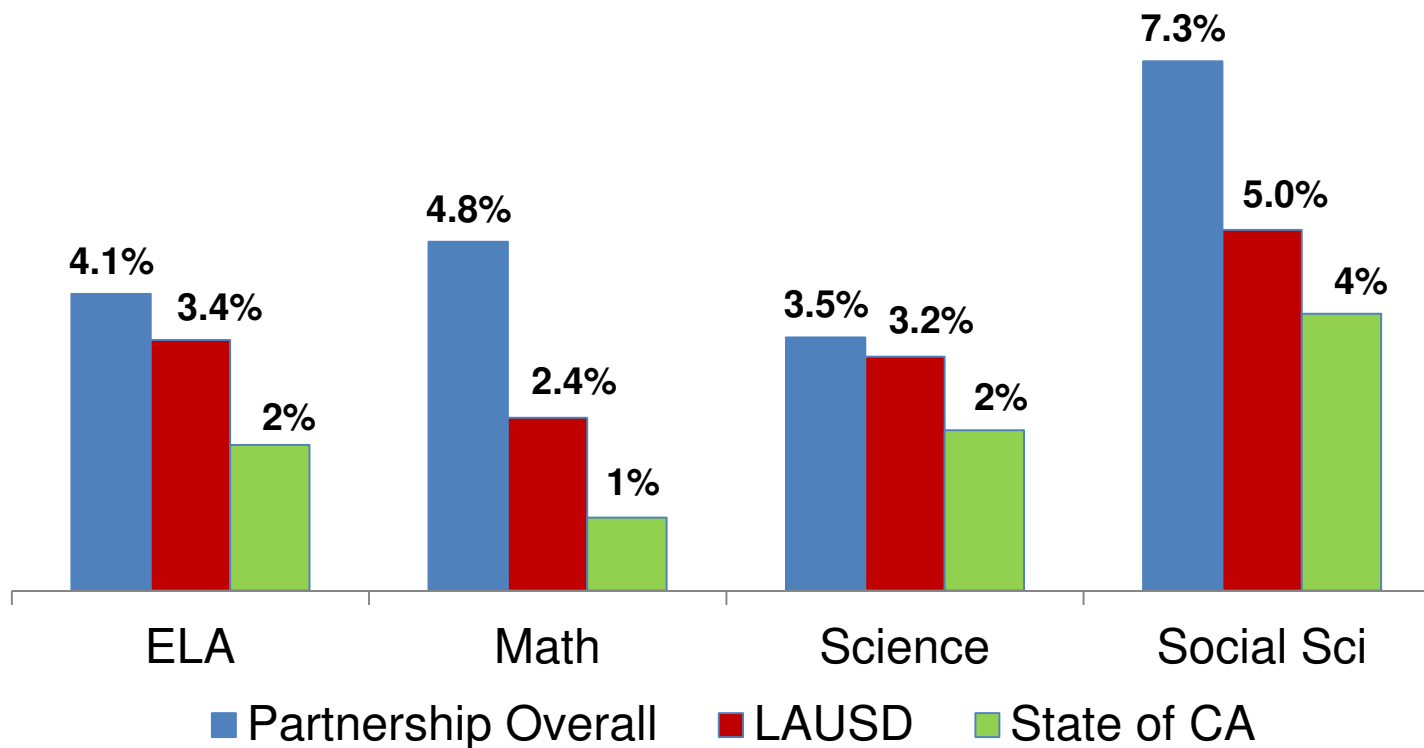


# Comparison to LAUSD Performance on CST



- The Partnership had higher gains than the district and State in all subjects in moving students out of far below basic and below basic

**Comparison of CST Results – 2011 to 2012**  
Reduction in Percent Scoring Far Below Basic & Below Basic

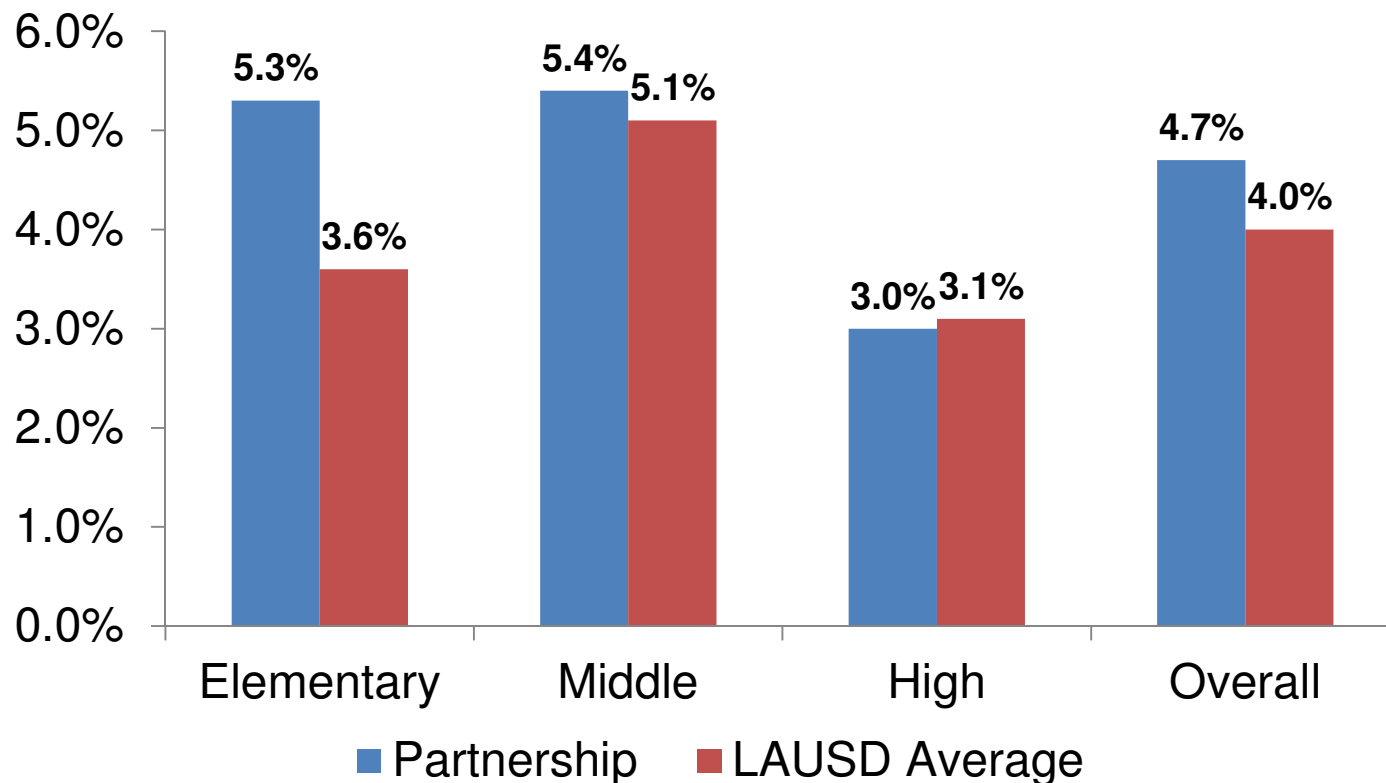




# LAUSD Comparison by School Level (ELA)

- Partnership Elementary and Middle schools had higher gains than the district averages
- Partnership High schools had just slightly lower gains than the district average

**Comparison CST Percentage-Point Gains, 2011 to 2012, by School Level**



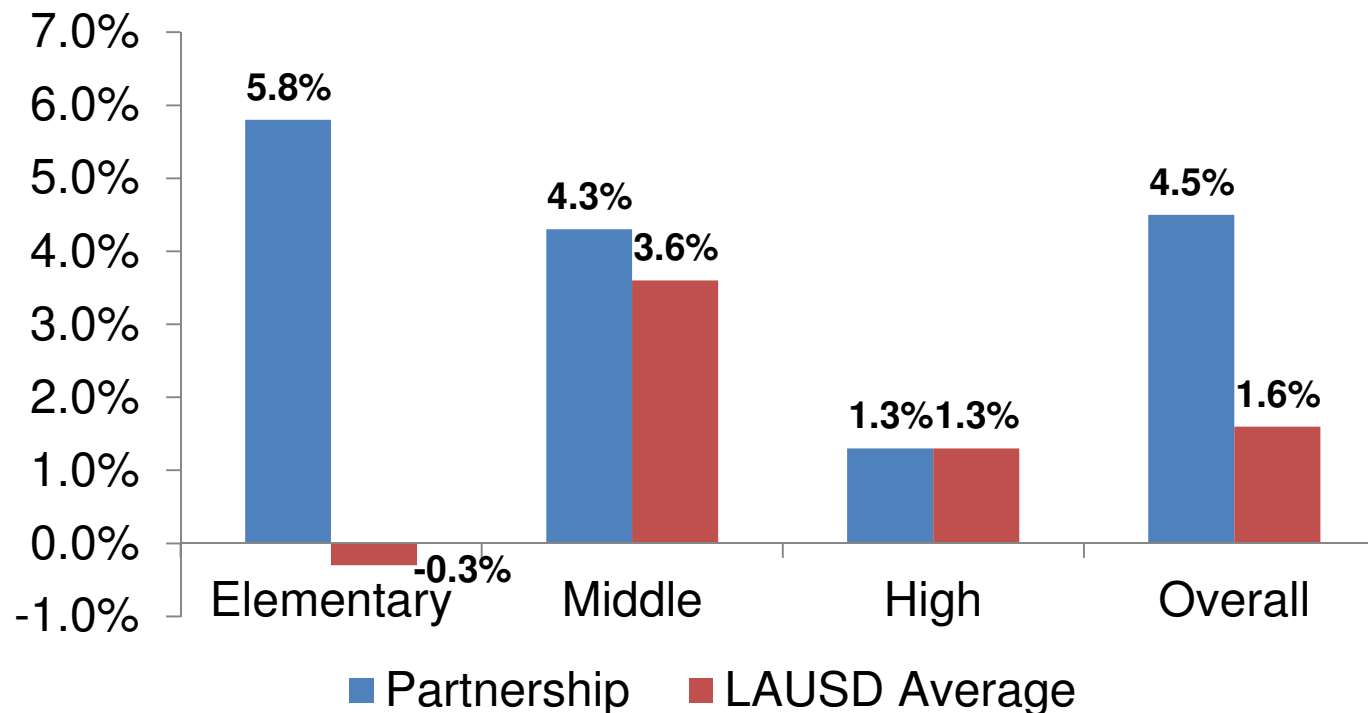




# LAUSD Comparison by School Level (Math)

- Partnership Elementary schools had significantly higher gains than the district average
- Partnership Middle schools also had higher gains
- Partnership High schools performed the same as the district average

**Comparison CST Percentage-Point Gains, 2011 to 2012, by School Level**

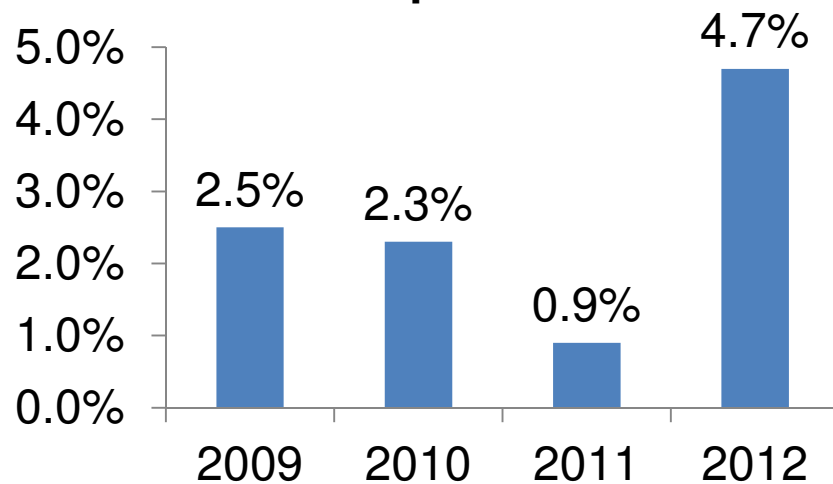




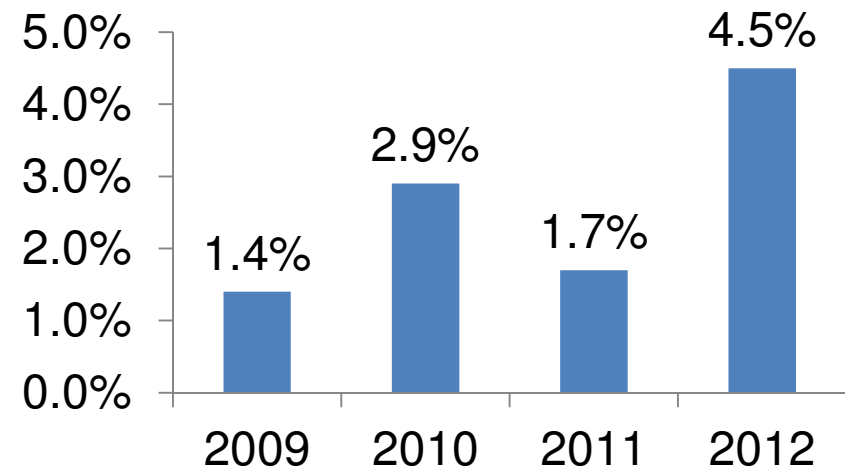
# Partnership Had Our Strongest Year Yet

- ELA 1-year gain is higher than each of the previous three years
  - 1-year gain is more than double the Partnership's historic average annual gain of 1.9%
- Math 1-year gain is highest gain ever

**Partnership ELA Gains**



**Partnership Math Gains**





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# Performance Bright Spots

## Elementary

- All Elementary schools but one had solid gains
  - Impact of ST Math program evident in elementary school Math performance
  - Ritter gained 8% in ELA and 9% in Math
  - Joyner gained 10% in ELA and recovered loss in ELA proficiency in 1<sup>st</sup> year

## Middle

- Markham gained 8% and Stevenson 7% in ELA and Math
- Carver, Gompers, Markham, Stevenson had gains in 6<sup>th</sup> grade math showing the impact of ST Math
- Carver gained 22% in Science

## High

- Jordan gained 8% in ELA, 6% in Math, 4% in Science and 4% in History
- Roosevelt ESP gained 11% in ELA, 13% in Science and 6% in History
- Santee improved 7% in ELA , 9% in History, and had gains in Math and Science
- We had gains in Algebra at 12 of 15 secondary schools
  - Shows impact of strategically placing our strongest math teachers in Algebra I classes and potential early impact of blended learning

*Some of our highest-performing schools are now above the district average*



---

# Performance Challenges

- Sunrise decreased in all 3 subjects
- Gompers had only slight improvements in ELA and Math and decreased in Science and History
- Several of the small schools at Roosevelt decreased in ELA and Math proficiency
  - Greatest challenges at Medical & Health Sciences, CNMT, Humanitas Academy for the Arts and Magnet
- Mendez ET and Mendez MS had a mixed year in terms of performance



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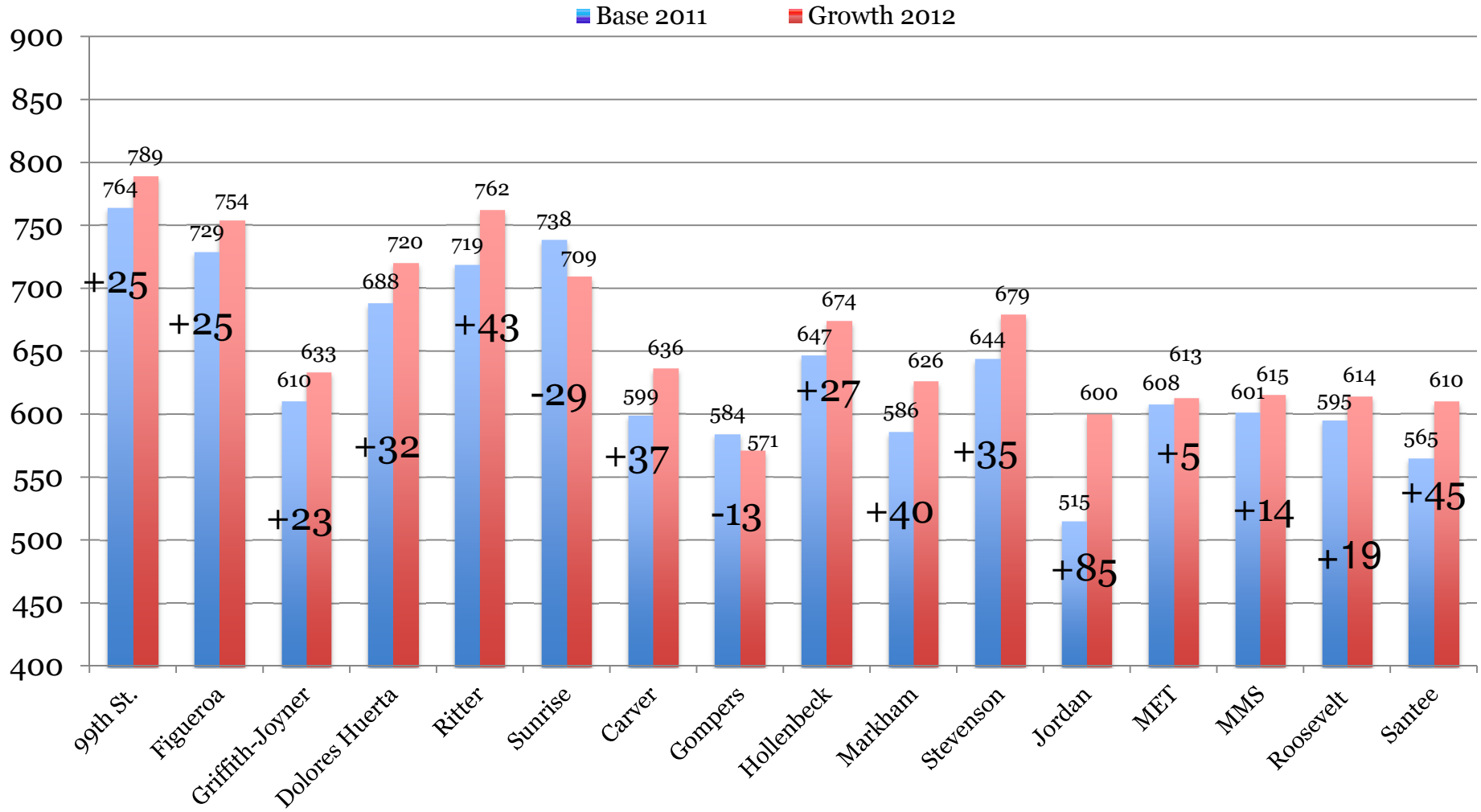
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# Projected API

- Strongest API increase ever is expected as a result of:
  - Strong overall CST gains
  - Large numbers of students moving up from FBB/BB
  - CAHSEE improvements
- Current estimate is a network-wide API growth number of approximately **30 points**
  - Our previous high was 21
- Final APIs will be released on Oct 3

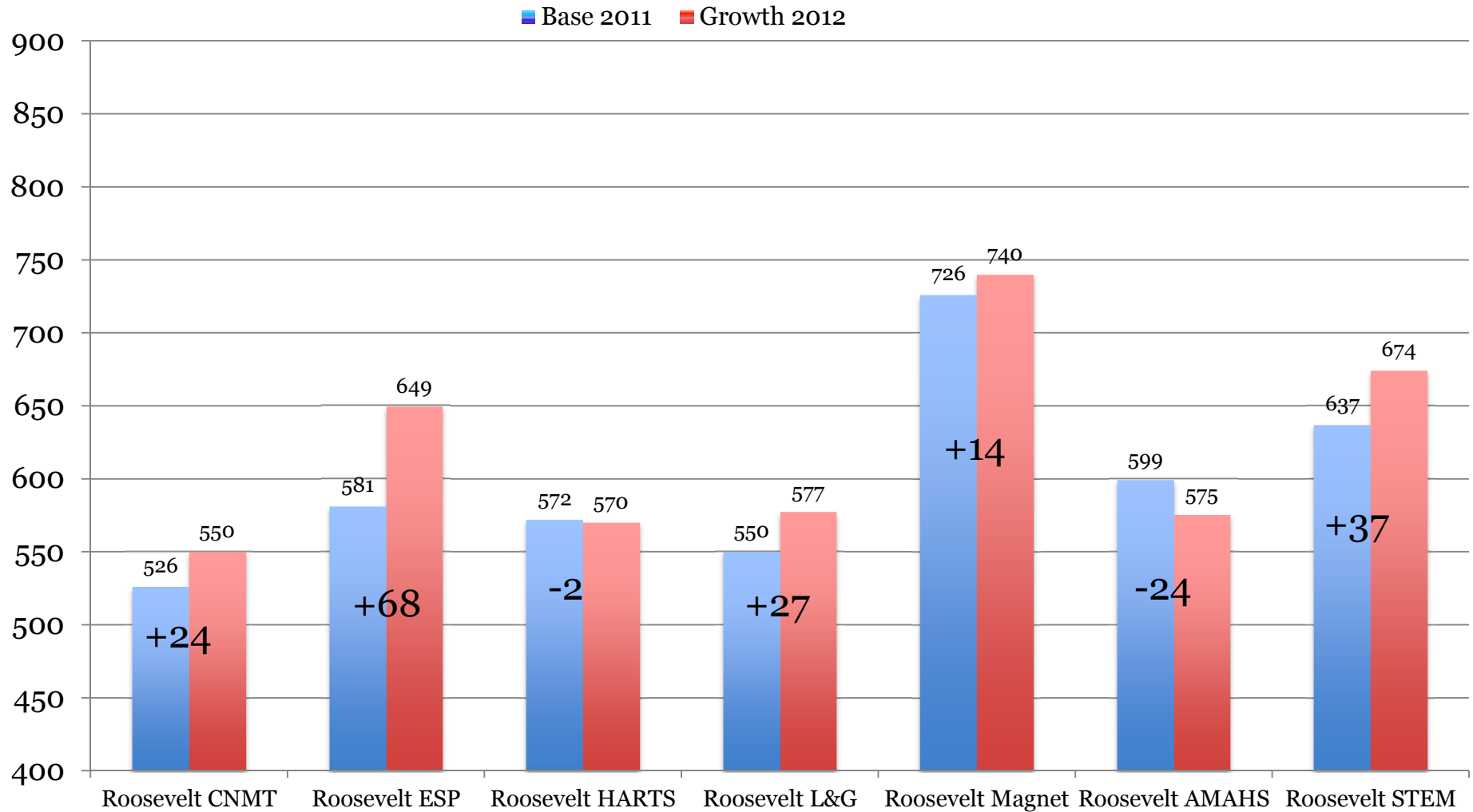


# Projected API Growth





# Projected API Growth: Roosevelt







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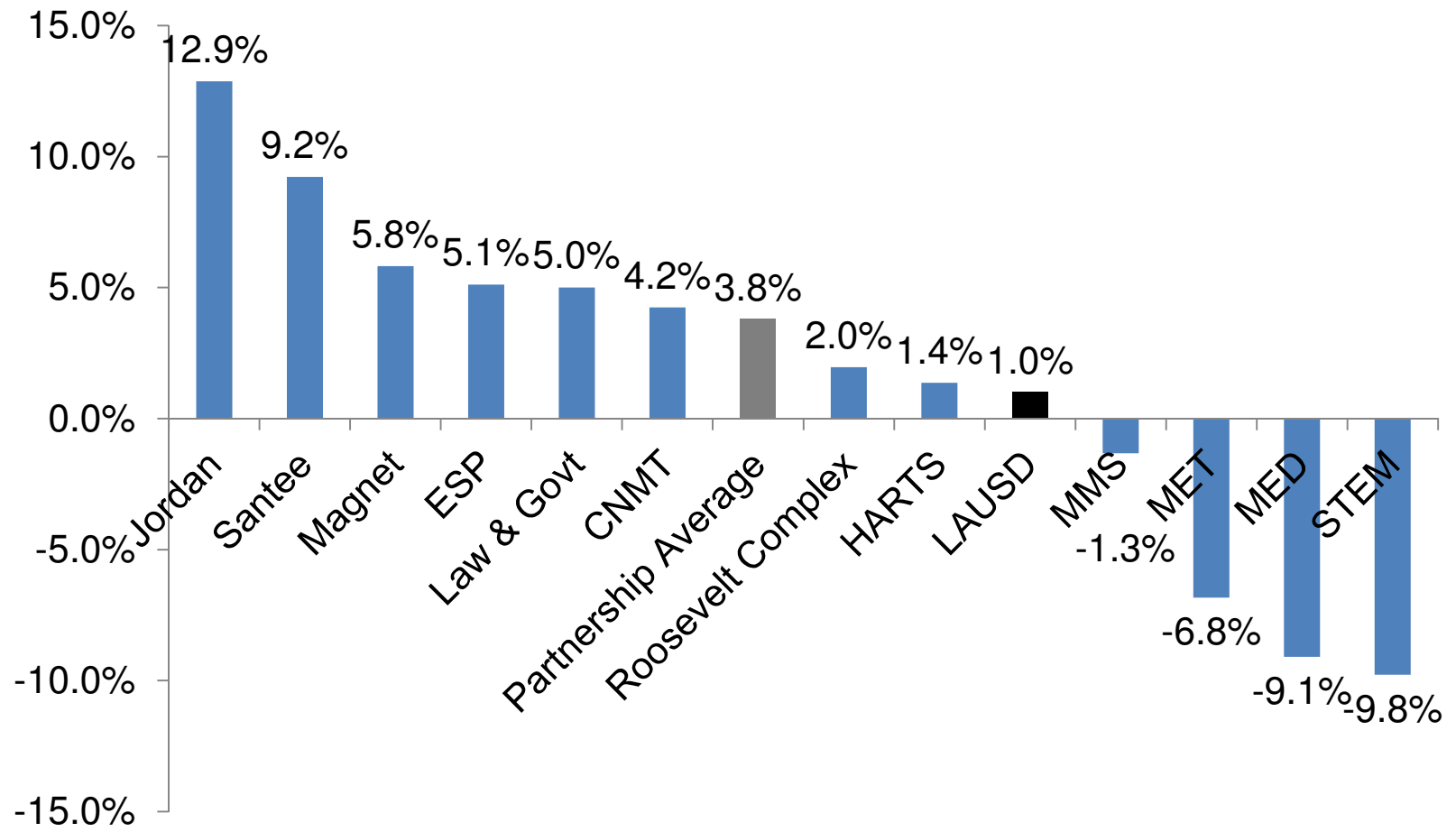
# Final CAHSEE Results

- The Partnership improved on the CAHSEE (3.8%) at a rate faster than the district average (1.0%)
  - 7 schools had increases
  - 4 schools had decreases
- Roosevelt Magnet ranked #6 across LAUSD in the percent of students passing both sections of CAHSEE
- Jordan and Santee ranked among the schools with highest gains across all of LAUSD
  - 13% increase at Jordan
  - 9% increase at Santee
- 4 Roosevelt schools also had large gains (CNMT, Magnet, ESP and Law/Government)



# Final CAHSEE Results

## 10th Grade CAHSEE 1-Year Gains

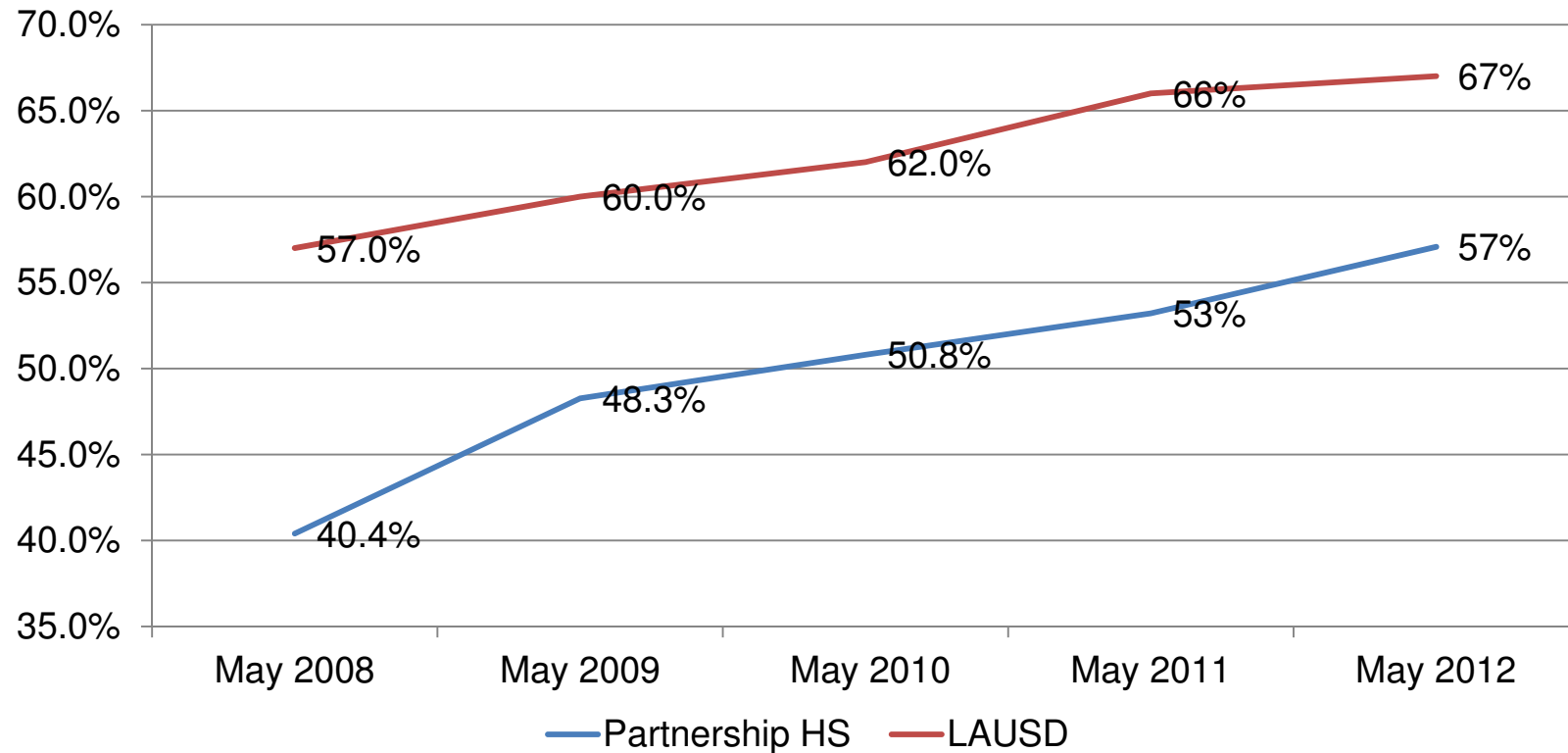




# Final CAHSEE Results

- The Partnership has improved the percent of students passing both sections of the CAHSEE faster than LAUSD

**Percent of 10th Graders Passing Both Sections of CAHSEE, 2008-2012**





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## 4-Year Graduation Rates (*as of Sept. 2012*)

- Partnership also had a very strong year in improving four year graduation rates

School	2010-2011	2011-2012	Change
Roosevelt Complex	41%	54%	13%
Santee	43%	48%	5%
MET	60%	51%	-9%
MMS	35%	31%	-4%
Jordan	34%	38%	4%
<b>Partnership (excl. Jordan)</b>	<b>43%</b>	<b>50%</b>	<b>7%</b>
<b>Partnership (incl. Jordan)</b>	<b>43%</b>	<b>48%</b>	<b>7%*</b>

*Partnership 's four year graduation rate (excluding Jordan) has increased from **36% to 50%** in four years*

\* 2010-11 baseline data does not include Jordan HS



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# Network Goals for 2012-13

	2011-12 Actual	2012-13 Base Goal <i>Gain</i>	2012-13 Base Goal <i>Performance</i>
API*	642	21	663
English	27%	4%	31%
Math	22%	4%	26%
Graduation**	48%	3%	51%

Notes:

1. API Actuals reflect projections. APIs will be released publicly on Oct. 3, 2012
2. Actual graduation rate reflects preliminary estimates by LAUSD, adjusted for Roosevelt transition in 2010-11





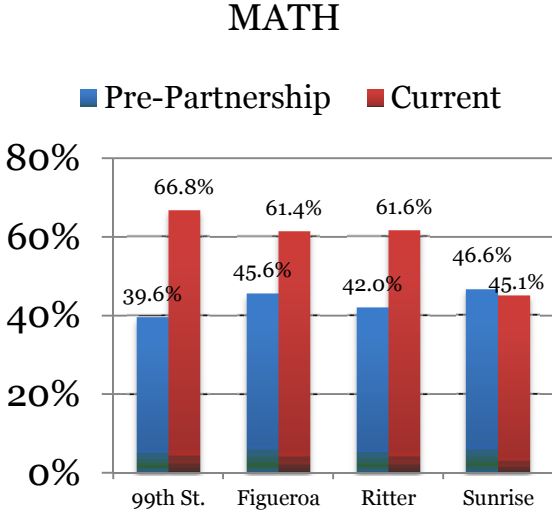
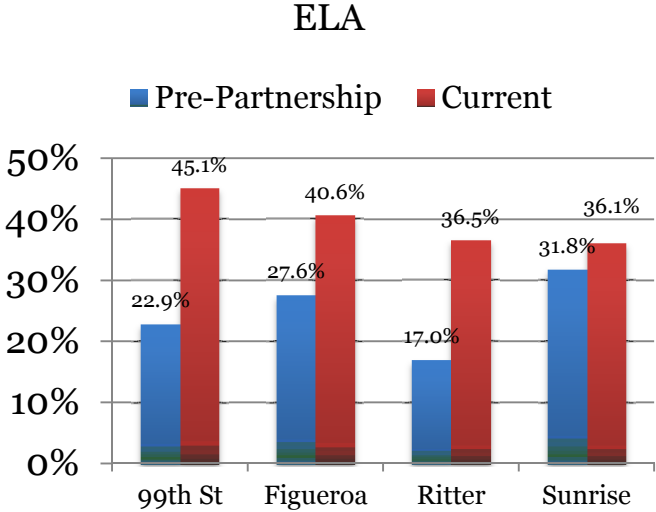
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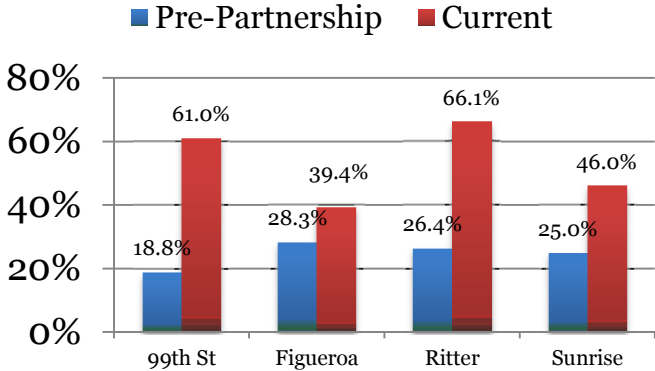
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# 4-year CST Growth: Original Elementary Schools *% proficient/advanced*



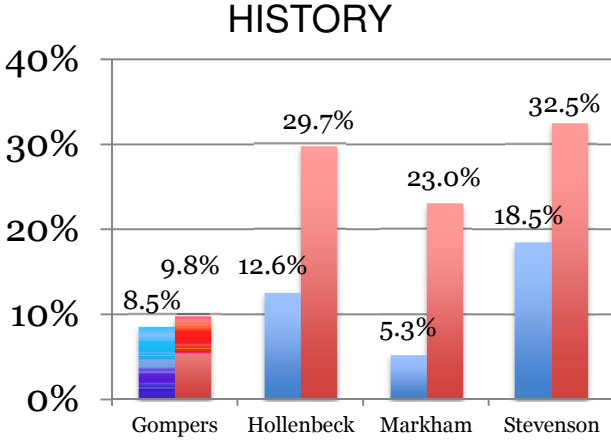
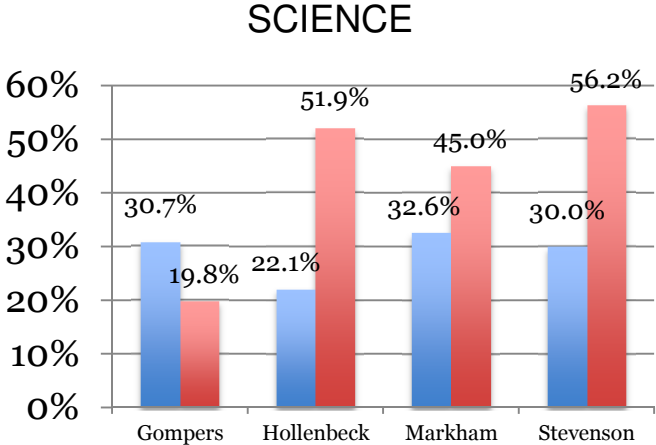
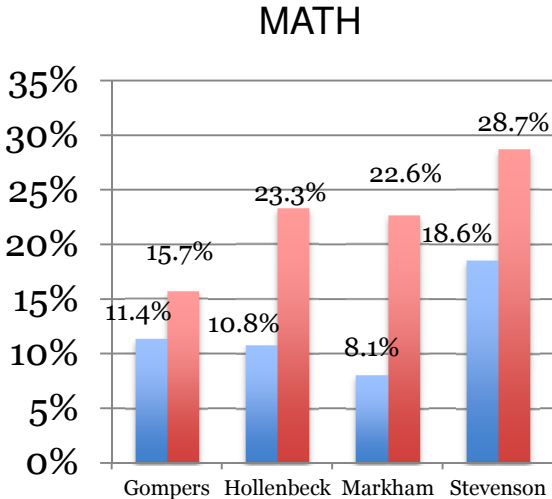
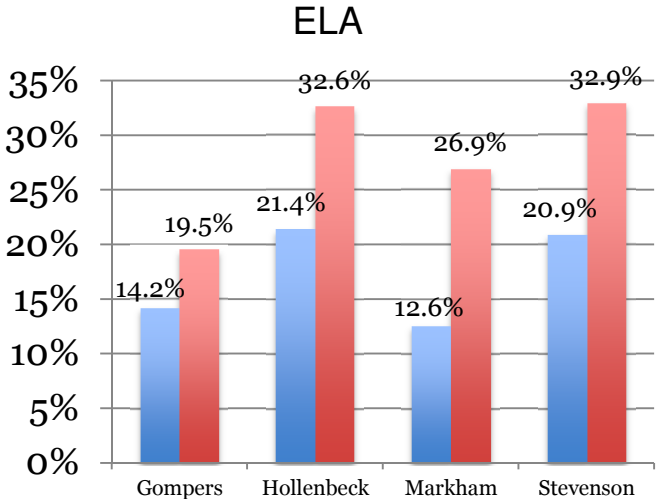
### SCIENCE





# 4-year CST Growth: Original Middle Schools

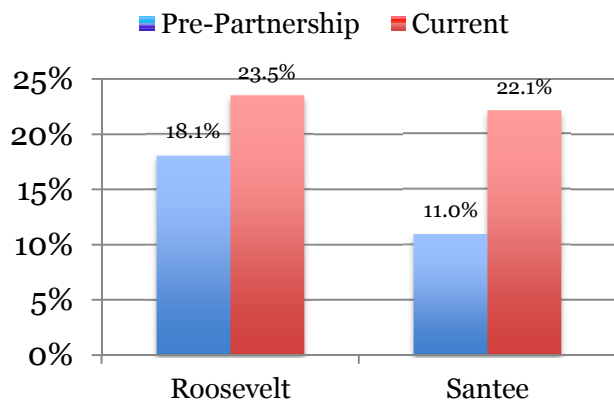
## % proficient/advanced



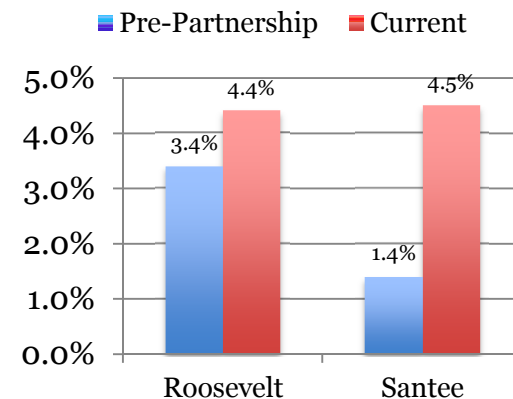


# 4-year CST & CAHSEE Growth Original High Schools: % proficient/advanced

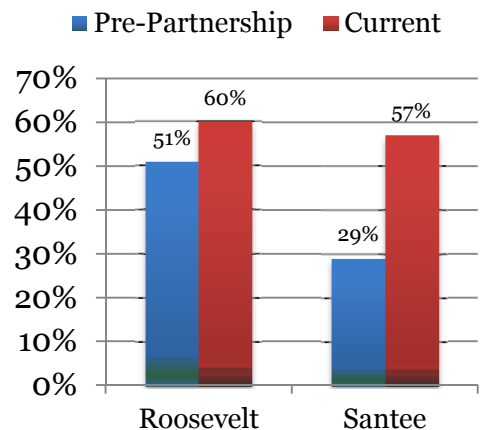
## ELA



## MATH

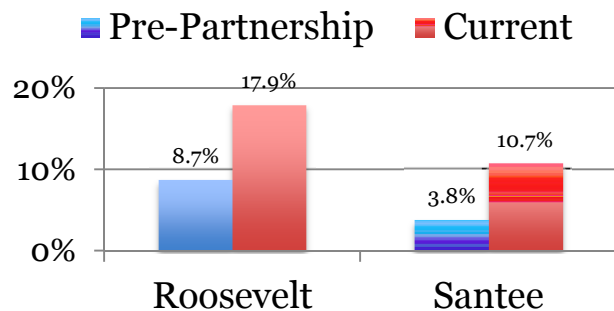


## CAHSEE

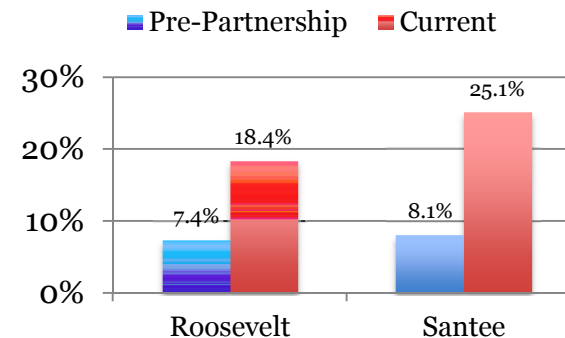


\*10<sup>th</sup> grade 1<sup>st</sup> time pass rate for both tests

## SCIENCE



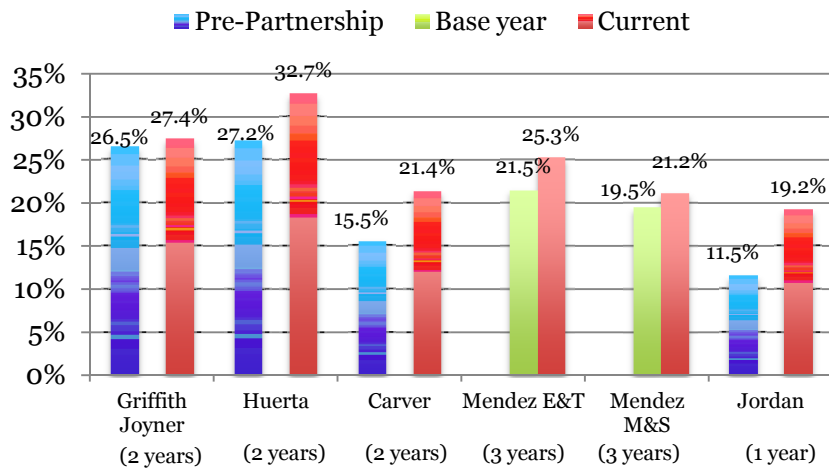
## HISTORY



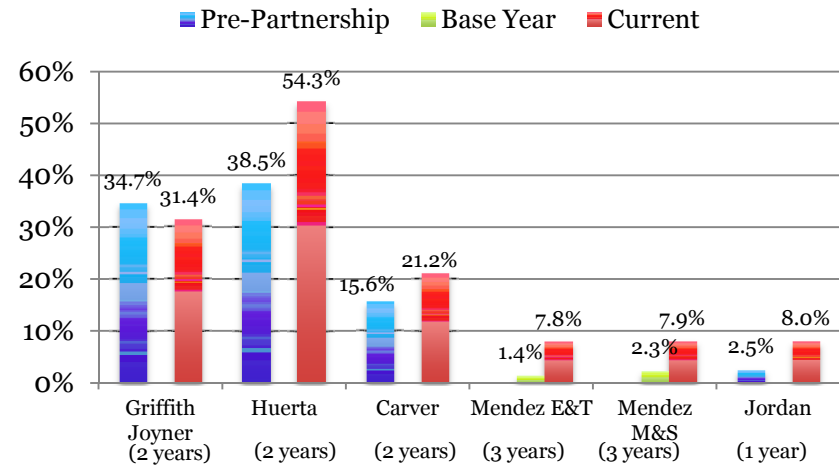


# CST Growth Six New Schools: % proficient/advanced

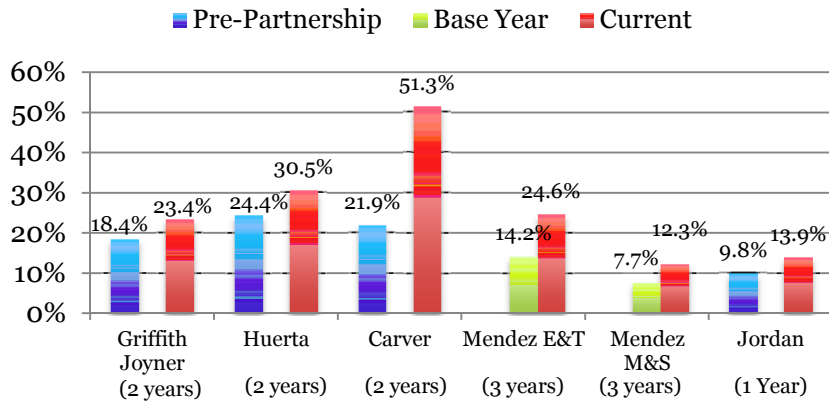
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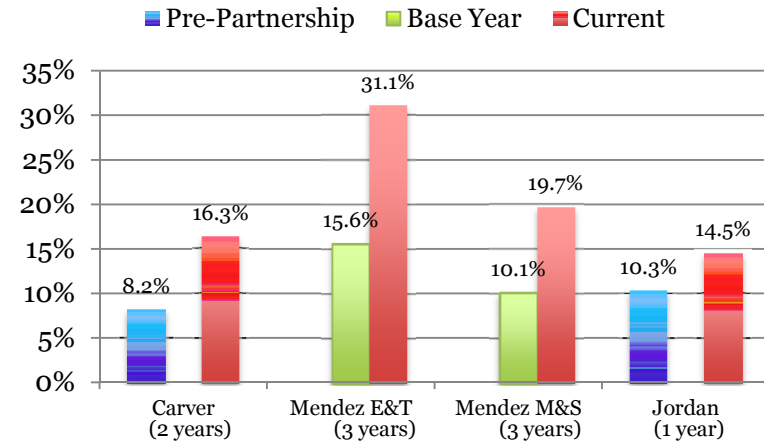
## MATH



## SCIENCE



## HISTORY

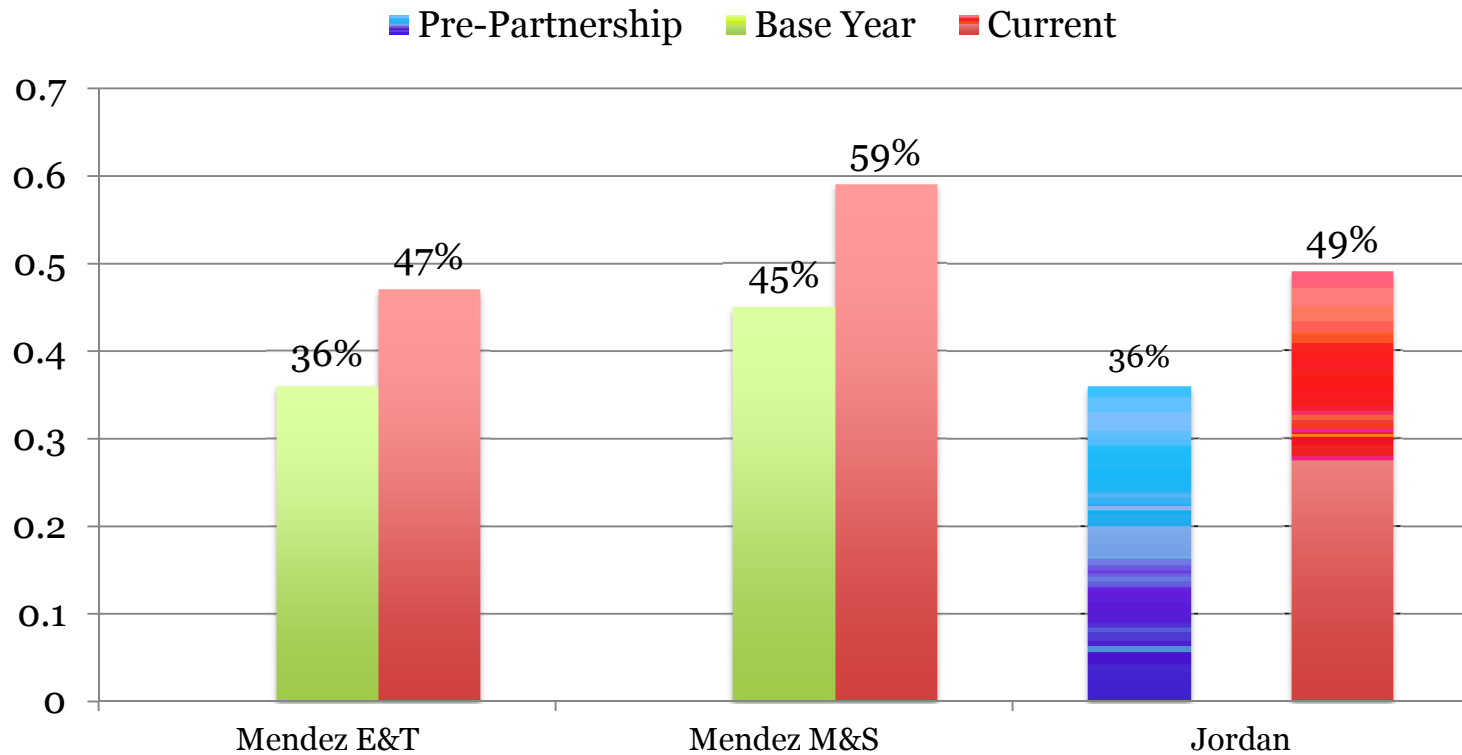


\* Huerta API lists 28<sup>th</sup> St Elementary API as a proxy for 2009-10



# CAHSEE Pass Rate New High Schools

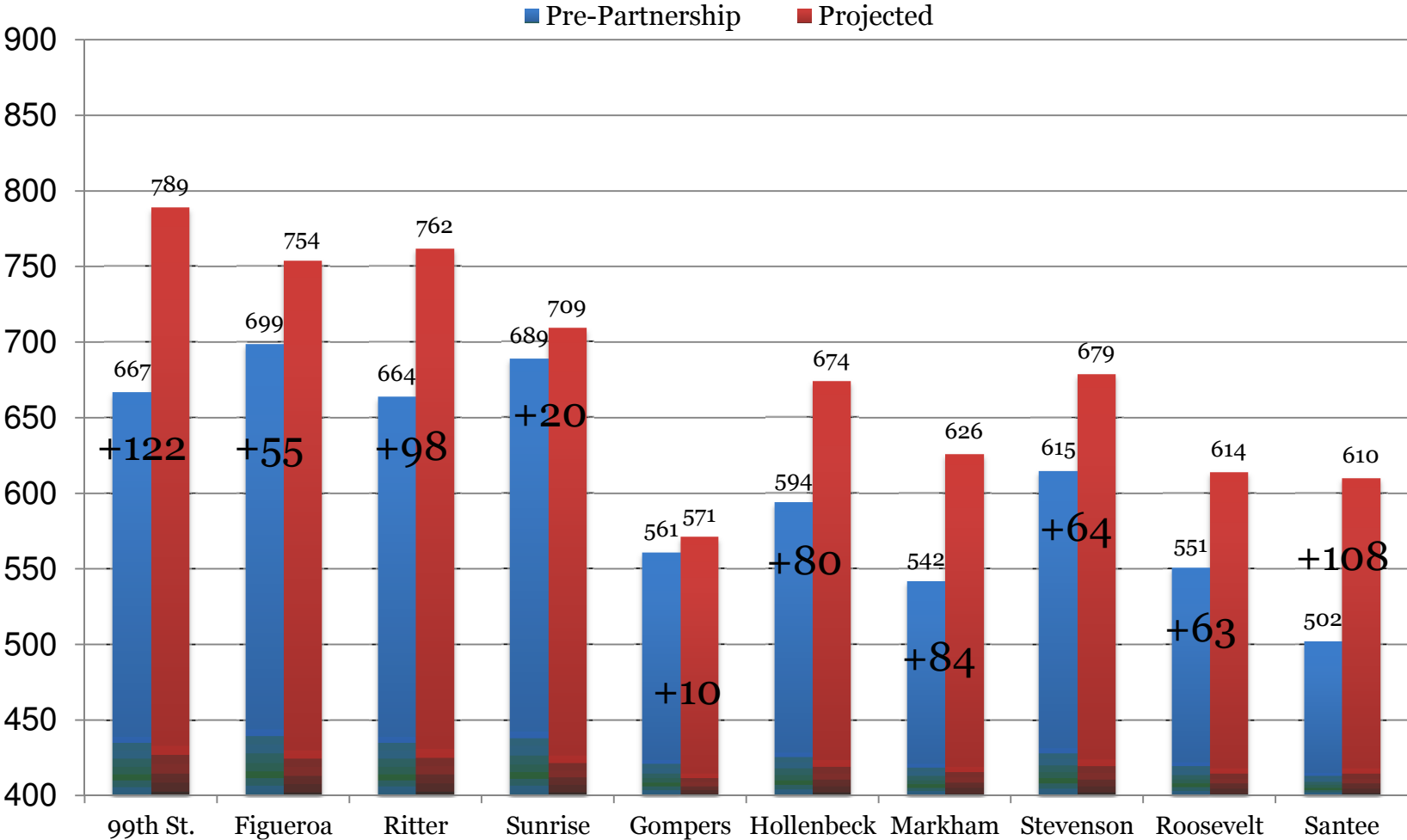
*% 10<sup>th</sup> grade first-time pass rate for both tests*





# The Original 10 Partnership Schools

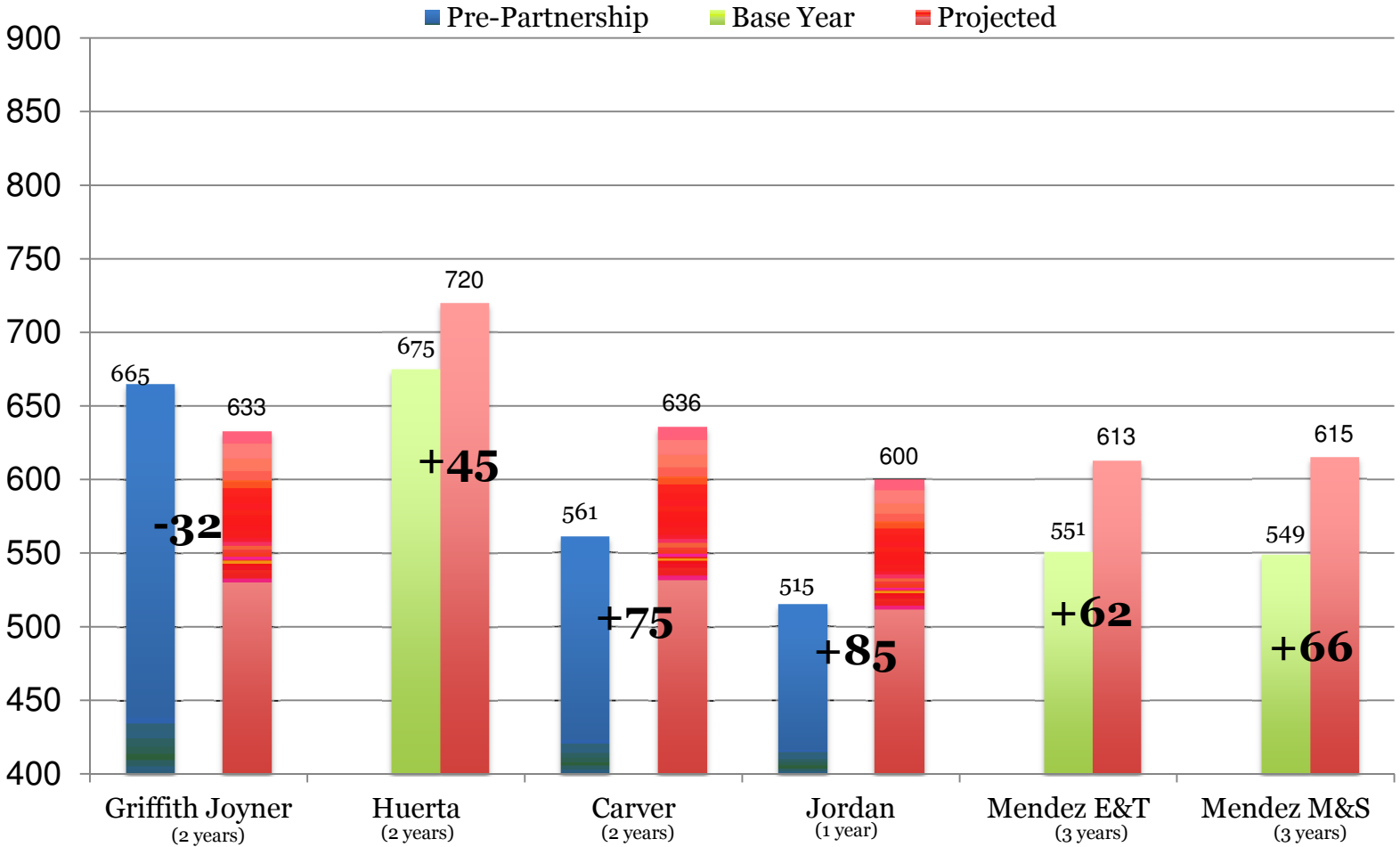
## 4-Year API Growth





# Partnership Six Additional Schools

## *API Growth Since Working with Partnership*



\* Huerta API lists 28<sup>th</sup> St Elementary API as a proxy for 2009-10