

1) “Targeted schools” are defined as follows:

- a. The twenty-five API rank 1-3 schools with the highest “teacher turnover rate” based on a rolling three-year average, which also are demonstrating growth over time based upon multiple measures of school-wide teacher performance and the school’s overall academic growth over time, taking into account each statistically significant subgroup under No Child Left Behind (“NCLB”). The District shall, pursuant to the Court order issued to enforce this settlement, develop the performance measures needed to carry out this assessment no later than February 1st of any year in which a certificated reduction in force may take place, although the District may attempt to negotiate the terms of assessment with United Teachers Los Angeles (“UTLA”) in accordance with this timeline. Teacher turnover rate shall be defined as the attrition of teachers, year-to-year, including attrition caused by RIFs, calculated as of September 1 each year.
- b. Up to twenty “new schools” (schools that were established within two years of September 1 of the current year) that the District determines are likely to be negatively and disproportionately affected by teacher turnover. The determination of whether the District shall have discretion to designate a new school as a Targeted School shall be based on the historical retention data and decile performance of feeder schools and the potential current-year RIF impact at the new school. The District may also include schools, in its discretion, that it determines are in intense need of protection in this category.
- c. Plaintiffs’ Schools. For the 2010-2011 school year, the classroom teaching staff at John H. Liechty Middle School, Edwin Markham Middle School, and Gompers Middle School, shall remain as ordered by the Superior Court in the preliminary injunction issued on May 13, 2010, and all other provisions of the preliminary injunction shall remain in place until June 30, 2011. After June 30, 2011, these three schools will be included as targeted schools and be subject to all provisions applicable to the targeted schools, at least through June 30, 2013, and will remain in the targeted schools thereafter if they satisfy the criteria for the targeted schools.

2) Implement the following intervention program for targeted schools:

- a. Protection from RIF. In the event of a RIF, the District will skip teachers at targeted schools. In order to minimize negative consequences at other schools as a result of skipping the up to 45 schools defined herein, the District will ensure that no other school is impacted greater than the District average.
- b. Collaborative Efforts to Fill Teacher Vacancies. At the targeted schools, the District’s Human Resources Department and other relevant central and local district administrators will work with school site leadership, UTLA, and, where appropriate, the Partnership for Los Angeles Schools or other Network Partners to develop a process whereby school site leadership is promptly provided a list of

qualified candidates to fill any classroom teacher vacancies that arise, including vacancies that arise mid-year. This provision does not alter the District's commitment to site-based selection, but rather represents a commitment to develop a process, in collaboration with UTLA and, where appropriate, Network Partners, to identify qualified and committed candidates to fill vacancies.

- c. Quality Placements. The District will assure that all teachers hired to fill any vacancies at the targeted schools meet the following criteria: (1) they are fully credentialed to teach in the classroom to which they are assigned, including, where appropriate, having authorization for instruction of English Language Learner students; and (2) they are NCLB compliant. Where possible, the District will prioritize identifying candidates to fill vacancies at the targeted schools with teachers who have experience teaching at similar schools. If after an exhaustive search, no teacher from the re-hire list is found for a vacancy at a targeted school, then that school shall be permitted to fill the vacancy with a teacher not on the re-hire list.
- d. Retention Incentives for Teachers. The District will work with the targeted schools to develop a retention incentive program for teachers who accept assignment and remain at the school site for a certain number of years, and who have contributed to the school's academic growth over time.
- e. Retention Incentives for Administrators. The District will work with the targeted schools to develop a retention incentive program for administrators who accept assignment and remain at the school site for a certain number of years, and who have contributed to the school's academic growth over time. The District agrees to include consideration of how teacher retention rates support the educational vision at the Plaintiff schools and the targeted schools as part of the principal's performance evaluation and/or compensation. The District's Human Resources and other relevant central and local district administrators will work with AALA, UTLA, and, where appropriate, the Partnership for Los Angeles Schools or other Network Partners, to develop a process to fill administrative vacancies that arise at the three Plaintiff Schools or the targeted schools, in whole or in part due to an administrator's failure to meet teacher retention goals, with administrators capable of improving retention rates.

3) Other Terms

- a. Term/Continued Jurisdiction. The parties agree to share information regarding success and challenges of the programs discussed above annually, through informal discussions. In the event of changes in applicable law or case law thereunder, which may impact the intent of this agreement, either party may request a further status conference with the Court to seek appropriate relief. The Court shall retain jurisdiction to resolve any disputes that arise under this agreement. Through August 31, 2013, the Court shall hold a status conference after any certificated reduction in force to review the success and challenges

associated with the interventions required herein. Such conference shall be held after final notices have been issued. The Court may, at any time, order that the agreement be terminated, continued, or continued with modifications.

- b. Attorneys' Fees. Attorneys' Fees and costs will not be included in the settlement agreement, leaving the parties free to pursue fees and costs upon motion.