LOS ANGELES UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT

GENERAL SUPERINTENDENT OF SCHOOLS

2022 – 2026

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "Board of Education" or the "Board," and ALBERTO M. CARVALHO, hereinafter referred to as "Mr. Carvalho" or the "General Superintendent" (hereinafter collectively referred to as "the parties").

WITNESSETH

The parties do hereby contract and agree as follows:

1. **General**: Pursuant to the provisions of California Education Code Section 35031, the Board and Mr. Carvalho hereby enter into this Agreement to be effective on March 1, 2022, under the terms and conditions set forth herein.

2. **Term**: The District hereby employs Mr. Carvalho, and Mr. Carvalho hereby accepts, employment as General Superintendent of the Los Angeles Unified School District of Los Angeles County, for the term commencing on March 1, 2022, and ending February 28, 2026 (the "Term"). If Mr. Carvalho is able to commence earlier than March 1, 2022, this contract will commence at the earlier date with an end date four years after the new start date. In the event that the Board decides not to re-elect or re-employ Mr. Carvalho upon expiration of the Term, the District will notify Mr. Carvalho of this decision at least ninety (90) days prior to the expiration of the Term. If such notice is not given, Mr. Carvalho shall be deemed re-elected in accordance with the requirements of California Education Code Section 35031 for a term of the same length as the one completed and under the same terms and conditions and with the same compensation.
3. **Powers, Duties and Credential Waiver:** The General Superintendent shall have all the powers and perform all the duties of the General Superintendent of Schools for the District as provided by law and the Board of Education, and shall devote all business time necessary to perform said duties. The Board understands that the General Superintendent has administrative and teaching credentials in the State of Florida but does not have an administrative or teaching credential in the State of California, and pursuant to California Education Code Section 35029, hereby waives the credentialing requirement for this position. Subject to Board approval, not to be unreasonably withheld, the General Superintendent may select staff who directly report to him. The General Superintendent agrees to give the Board prior notification of his recommendation.

4. **Salary:** The base salary of Mr. Carvalho shall be fixed at Four Hundred Forty Thousand Dollars ($440,000.00) annually and shall be paid commencing on March 1, 2022, in substantially equal installments in accordance with the normal payroll practices in effect for twelve-month certificated employees of the District.

5. **Tax Deferred Plans:** The Board agrees to provide the General Superintendent with the ability to use an IRS 403b, 457b or similar tax deferred plans, an IRS Section 125 Cafeteria Plan, and other plans made available to other District employees to the extent permitted by the plans and applicable law. The Board further agrees to contribute Fifty Thousand Dollars ($50,000) annually during the Term to 403b and 457b accounts selected by Mr. Carvalho on his behalf. In the event that the current 403b and 457b plan are not amended to allow the District to make these contributions on Mr. Carvalho’s behalf, the Board will provide the equivalent value (including the value of the tax deferral and investment opportunities) as part of his compensation.

6. **Relocation and Transition Expenses:** The Board will pay Mr. Carvalho a relocation and transition allowance of Fifty Thousand Dollars ($50,000.00) to cover expenses associated with his relocation and transition within thirty (30) days of his start date.
7. **Automobile and Cell Phone:** The Board shall provide the General Superintendent an automobile for his exclusive use, and shall pay all expenses related to the operation of the automobile including expenses for fuel, oil, insurance, maintenance and repairs for the entire Term.

Mr. Carvalho will keep adequate records of any use of that automobile for non-District business as specified by the Controller. To the extent Mr. Carvalho utilizes the automobile for non-District business, the District will compute the amount of mileage associated with such use, which will be recorded as compensation to the General Superintendent. As the General Superintendent deems necessary to ensure the General Superintendent's safety and security, the Board will provide the General Superintendent with security and with the use of a driver in connection with the performance of his duties under this Agreement.

The Board shall also pay for and provide a cellular telephone to the General Superintendent, and shall pay all monthly usage and other recurring charges for the use of such telephone for the Term.

8. **Expenses & Membership Fees:** The General Superintendent shall be reimbursed for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable Board Rules and District policy. Without limiting the generality of the foregoing, the Board agrees to pay all expenses for the General Superintendent to attend professional and official meetings, seminars, conventions, and other meetings and functions that are relevant to the performance of the General Superintendent’s duties hereunder, aligned with District policy for travel reimbursement, including, without limitation, those expenses incurred for coach airline tickets, hotels, meals, rental cars, taxi, and other reasonable expenses incurred by the General Superintendent in the performance of the business of the District; and shall pay all membership fees and dues of the Superintendent in such organizations as the General Superintendent deems appropriate and in furtherance of the performance of his duties hereunder.
Subject to District policy, the Board shall provide the General Superintendent a credit card for his use in paying such expenses. To the extent that the credit card cannot be used, the General Superintendent shall request a check for such purposes or submit an expense reimbursement request in accordance with Board Rules. The Board shall be provided with a monthly statement and accounting of Mr. Carvalho's business expenses.

9. Performance Evaluation: Annually, prior to the end of each fiscal year, the Board may evaluate the General Superintendent's performance of his duties. The Board shall provide the General Superintendent periodic opportunities to discuss General Superintendent/Board relationships and each Board member may meet individually with the General Superintendent to inform the General Superintendent from time to time of any inadequacies in such relationships perceived by the Board member, and to advise of those areas of the General Superintendent's performance deserving of commendation and accolades. Evaluations of the General Superintendent's job performance shall be based upon the General Superintendent's job description, the powers and duties of a General Superintendent of Schools as described in any applicable law, the goals and performance objectives established under or pursuant to this Agreement, the General Superintendent's management of the District, the General Superintendent's working relationship with the Board and the contractual expectations of the Board. The General Superintendent and Board shall mutually develop an evaluation format and an evaluation form acceptable to both parties for use in the evaluation of the General Superintendent.

a) For each year subsequent to the first year of this Agreement, the Board and the General Superintendent shall develop and amend the evaluation format and evaluation form at the time the Board establishes the goals and performance objectives for the upcoming year.

b) The Board at a public meeting may discuss the General Superintendent's performance, unless the Board engages in the discussion in closed session as permitted by law. The General Superintendent shall have the right to submit to the Board a written or oral
response to the evaluation. In the event that a majority of the members of the Board determine the performance of the General Superintendent to be unsatisfactory, the Board shall specify in reasonable detail the unsatisfactory performance and include recommendations for improvement in all areas in which the Board determines the General Superintendent's performance to be unsatisfactory or in need of improvement. In the event of a determination by a majority of the Board of unsatisfactory performance, the Board may establish an evaluation period of not less than four (4) nor more than six (6) months. At the end of such evaluation period, the Board shall reevaluate the performance of the Superintendent. If, upon reevaluation, a majority of the Board members determines that the performance of the General Superintendent continues to be unsatisfactory, the Board may, in its sole discretion, extend the evaluation period or terminate for cause the employment of the General Superintendent pursuant to paragraph 16b of this Agreement. Not later than thirty (30) days prior to June I of each year beginning in 2023, the General Superintendent shall submit to the Board a written self-assessment of his performance in meeting the established goals and objectives and his overall performance. The General Superintendent shall be provided an opportunity to discuss his self-assessment with the Board. The General Superintendent and the Board shall cooperate to establish the appropriate evaluation timelines and to schedule the meetings required to complete the evaluation process in a timely manner.

c) In conducting his annual performance evaluation, the Board may consider the following in addition to the Board’s four overriding goals (a copy of which is attached as Attachment A): 1) fiscal sustainability; 2) student enrollment; 3) student graduation rates; 4) student achievement; 5) parent and community engagement; 6) transparency and accountability; 7) the opportunity gap and making appropriate resources available to students in need; 8) safety of schools; (9) major initiatives and developments, including but not limited to, pathway to recovery, allocation of federal recovery funding, development of high-quality
online learning, communication with the Board, and implementation of the Board of Education’s goals; and (10) such other goals the Board and General Superintendent may set from time to time as well as other job performance factors (e.g., student enrollment, District budget and fiscal health among others).

10. **Salary Increases**: Mr. Carvalho shall not be entitled to any increase to his base salary during the Term unless expressly approved by the Board.

11. **Health and Welfare Benefits**: Throughout the Term, the General Superintendent shall be provided with access to the same employee benefit plans for himself, his spouse and eligible dependents as other twelve (12)-month certificated administrative employees of the District.

12. **Supplemental Life and Disability Insurance**: The Board agrees that during the Term, the Board will pay for an individual life insurance policy for Mr. Carvalho with a policy benefit in the amount of $1,500,000 that is payable to Mr. Carvalho’s named beneficiary in the event of his death. Provision of this benefit is contingent on Mr. Carvalho’s eligibility for coverage which will require individual medical underwriting, submission of an individual application, access to historical medical records and completion of a health exam with blood and urine samples. If the District is unable to secure such an individual life policy, the District agrees to pay for the premiums for the District’s optional life policy with a maximum benefit of $500,000 on behalf of Mr. Carvalho during the Term. The District further agrees to pay for an individual disability policy for Mr. Carvalho that provides the maximum income replacement for which Mr. Carvalho is eligible in the event that Mr. Carvalho, due to illness or accidental injury, is not able to perform the material and substantial duties of his job. Provision of this disability benefit is contingent on Mr. Carvalho’s eligibility for coverage which will require individual medical underwriting, submission of an individual application, access to historical medical records and completion of a health exam with blood and urine samples.

13. **Vacation and Illness Pay**: Mr. Carvalho shall receive vacation and illness pay in accordance with District policy (i.e., 24 vacation days per year subject to 18-month accrual cap). In
the event the General Superintendent is not able to take vacation due to District business, Mr. Carvalho may submit a request by March 31 of each year to the Board to exercise its discretion whether or not to allow him to continue accrual of his vacation hours or to cash out any vacation hours in excess of the District's cap (i.e., presently 289.15 hours) during the July payroll cycle.

14. **District Liability Insurance Coverage:** The District represents, and Mr. Carvalho understands that the District is self-insured and that the District’s excess liability coverage includes its past and current employees as part of the insured party in its policy. The District will ensure that future excess liability coverage policies include its past and current employees as an insured in the policy.

15. **Indemnification:** In addition to any insurance coverage provided by the Board to the General Superintendent in accordance with the provisions of Government Code §§ 825 and 995, the Board shall indemnify and defend the General Superintendent to the fullest extent permissible by applicable law in effect on the execution date of this Agreement or at any time during the Term of this Agreement, whichever is greater. Without in any way diminishing the scope of the indemnification provided by this paragraph, the Board will indemnify and defend- the General Superintendent if and whenever the General Superintendent is involved in any manner (including, without limitation, as a party or as a witness) in any threatened, pending, or completed proceeding by reason of the fact that the General Superintendent is or was hired or employed by, or otherwise was an agent or acted as an agent, of the Board, or by reason of anything done or not done by the General Superintendent in those capacities unless there is a finding of criminal action, actual fraud, corruption or actual malice. The defense and indemnification obligations of the Board under this paragraph shall include a full defense and indemnification for any and all reasonable expenses and fees incurred by the General Superintendent or on his behalf in connection with the investigation, defense, settlement or appeal of any such proceeding. Reasonable fees and costs will be promptly paid upon receipt of invoices. No initial finding by the Board, its counsel, independent counsel, arbitrators or any other
person or body shall be effective to deprive the General Superintendent of the protection of the
defense and indemnification provisions of this paragraph, as it is intended that the Board shall pay
promptly all amounts necessary to effectuate the full defense and indemnification provisions provided
by this paragraph. Notwithstanding the obligation of the Board to pay for the defense and
indemnification provided by this paragraph, General Superintendent and Governing Board shall
mutually agree upon legal representation; if the parties are unable to reach agreement, the District
shall make the final selection. The General Superintendent shall also be included in discussions
regarding the defense, settlement or appeal of any proceeding that is subject to this
paragraph. Nothing herein is intended to violate or be contrary to the law.

16. **Termination**: Notwithstanding any other provision of this Agreement, either party may
terminate this Agreement "for Cause" or for "no Cause" at any point prior to the expiration of the
Term.

a) **Termination for No Cause**: The Board may terminate the employment of the
General Superintendent at any time during this Agreement without any reason upon an
affirmative vote of a majority of the members of the Board. Nothing in this Agreement shall
prevent the Board from exercising its discretion to terminate this Agreement and the services
of the General Superintendent. The General Superintendent expressly waives any right he
might otherwise have to challenge under this “no cause” subsection the reasons for his
termination, prior notice and/or a hearing in connection with the termination of his
employment except as expressly provided in this Agreement. In the event that the Board
terminates the General Superintendent’s employment pursuant to this paragraph the Board
agrees to provide the General Superintendent thirty (30) days written notice prior to the date
this Agreement is to be terminated. All lump sum payments required to be made under
subsection c of this paragraph shall be paid by the Board to the General Superintendent within
sixty (60) days of the effective date of the termination provided in such notice. Upon
termination, Mr. Carvalho shall also be paid any accrued vacation and shall be permitted to utilize any accrued illness hours toward service credit for any retirement fund, as permitted by applicable law. The Board may elect to proceed with a "no Cause" termination even if it believes there is a basis for a "for Cause" termination.

b) Termination for Cause: In the event that the Board decides to terminate the Agreement "for Cause" prior to the end of the Term, Mr. Carvalho shall not be entitled to any type of cash or non-cash settlement in connection with such a termination. For purposes of this Agreement, "Cause" is herein defined and shall be limited to the grounds set forth in 44932 of the California Education Code, as may be amended or any successor provisions thereto. The Board agrees that at least ten (10) business days prior to any vote by the Board to dismiss the General Superintendent for Cause, the Board shall provide to the General Superintendent a written notice describing in reasonable detail the Board's grounds for a dismissal for Cause. In the event the Board intends to dismiss the General Superintendent for Cause, the Superintendent shall have full right to contest such action pursuant to any applicable provision of law provided however that none of the statutory dates, warnings, notices and hearing procedures with respect to dismissal proceedings under California Education Code section 44932 et seq. are incorporated or applicable in this Agreement. Upon any such termination, the General Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule (e.g., COBRA).

c) This subparagraph is intended to comply with California Government Code Section 53260. By law, the provisions of California Government Code Section 53260 et seq. apply to this Agreement. Regardless of the term of this Agreement, if this Agreement is terminated for "no cause," the Board shall pay the General Superintendent an amount equal to the monthly salary (defined as base salary only) of the General Superintendent multiplied
by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the General Superintendent multiplied by twelve (12). Pursuant to California Government Code Section 53260, the Board of Education shall not provide a cash or noncash settlement to Mr. Carvalho in any amount if it believes, and subsequently confirms, pursuant to an independent audit, that he has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

d) As required by California Government Code section 53243.2, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the District shall be fully reimbursed to the District if the General Superintendent is convicted of a crime involving an abuse of his or her office or position.

17. Disability and Death: If, during the term of this Agreement, the General Superintendent shall become unable to perform the duties of his office due to Disability for more than twenty (20) consecutive days, the General Superintendent shall notify the Board President. The General Superintendent and the Board President or designee shall then discuss the General Superintendent’s anticipated return date, how the District will continue to operate in his absence, and the likelihood of returning (among other related topics). In the event the General Superintendent is unable to perform the duties of his office due to Disability for more than twenty (20) consecutive workdays, the Board of Education shall have the sole discretion to appoint a person to act during the General Superintendent’s absence and the General Superintendent shall continue to receive illness leave benefits to the extent entitled under District policy. For the purposes of this Agreement, “Disability” means a physical or mental illness, injury or condition that prevents the General Superintendent from performing the essential functions of the position under this Agreement. The Board shall have the right to terminate the General Superintendent hereunder in the event of his
Disability (as hereinafter defined). For purposes of this Agreement, "Disability" is herein defined as the Superintendent's permanent and total disability such that the Superintendent is unable to perform his duties as Superintendent for a period in excess of six (6) consecutive months. During the period of any temporary disability, and until the General Superintendent is separated hereunder, the Board shall pay the General Superintendent all salary and benefits to which he is otherwise entitled hereunder. Upon termination pursuant to this provision, the General Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule (e.g., COBRA).

In the event of the death of the General Superintendent at any time during the Term, the Board shall pay to his surviving spouse, if any, or if the Superintendent does not have a surviving spouse, to the Superintendent's estate, an amount equal to the portion of the Superintendent's Salary, together with all benefits to which he was entitled through the date of his death, unless the Superintendent's will or trust provides otherwise. Such payment shall be made within one (1) month of the date of his death, together with such payments or benefits as are authorized by applicable law or the Board Rules.

18. **Resignation:** If the General Superintendent at any time elects to resign his position, the General Superintendent agrees to provide the Board not less than ninety (90) days prior written notice of such resignation. If the General Superintendent elects to resign in accordance with this paragraph, the Board shall pay to the General Superintendent an amount equal to the portion of the General Superintendent's Salary then in effect on the date of resignation, together with such payments or benefits as would accrue, through the effective date provided in the General Superintendent's notice of resignation. Upon any such separation, the General Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule (e.g., COBRA).

19. **Commitment and Outside Activities:** Mr. Carvalho acknowledges and agrees that accepting full-time employment with the District is a commitment in the most inclusive sense, requiring professional
loyalty to the District and a primary commitment of his time, intellectual energies and efforts to the education, management and leadership needs of the District. If Mr. Carvalho wishes to pursue outside consulting or employment activities, he must provide prior written notification to the Board and Ethics Office for approval and receive the approval of the Board prior to engaging in any such activities; provided, however, that nothing herein shall preclude Mr. Carvalho (i) from serving on the boards of directors or trustees (including committees) of, and performing voluntary services (e.g., charitable work) for, non-profit organizations, subject to the prior written approval of the Board; or (ii) from continuing to serve on the boards of directors or trustees (including committees) of any non-profit organizations on which he currently serves as set forth in Attachment B, all of which has been disclosed to and approved by the Board, in consultation with the Ethics Office. Notwithstanding the foregoing, Mr. Carvalho shall not solicit charitable contributions or donations to any non-profit organizations on whose board of directors or trustees he serves from any person or entity doing business with, planning to do business with, or having done business during the previous two (2) years with the District. The General Superintendent may engage in outside professional activities including, without limitation, teaching, consulting, speaking and writing, only if such outside activities: (a) are undertaken by the General Superintendent on the General Superintendent's vacation days, personal days, holidays or other non-duty days; (b) do not conflict with any stated policy of the Board; and (c) do not interfere with the performance of the General Superintendent's duties under this Agreement. The General Superintendent may receive honoraria for such outside activities only to the extent permitted by State law and Board Rules; provided, however, that the Superintendent discloses to the Board any compensation he earns as a result of or in connection with such outside activities. The Board, in consultation with the Ethics Office, will consider any real or apparent conflict of interest, time or commitment to the District in deciding whether to approve or deny such requests. Conflicts of interest can occur when personal interests intersect with responsibilities for the District. Conflicts of interest often arise out of a situation rather than due to any issue of character. Conflicts of commitment are situations in which Mr. Carvalho's time and effort given to outside activities and
interests interfere with his obligations and responsibilities to the District. At no time is it acceptable to use District facilities, equipment, personnel or other resources for outside employment activities. Finally, outside employment activities that constitute conflict of interest, or which create the appearance or reality of a conflict, are strictly prohibited. If a situation raising questions of conflict of commitment or interest arises, Mr. Carvalho shall discuss the matter with the Board and the Ethics Office and resolve the conflict to the Board's satisfaction.

20. Disclosure of Outside Activities: The Board acknowledges that Mr. Carvalho serves on the Board of Directors of three nonprofit organizations, the Possé, Common Threads, and the National Assessment Government Board (the “Foundations”). These board posts are unpaid positions. These Foundations currently do not engage in any business with the District. Upon assuming office as General Superintendent and for the duration of the Term, Mr. Carvalho will recuse himself from any decision, participation or involvement in any decision related to any matter between District and any of the Foundations, and/or step down from his post on the board at the any of the Foundations. Mr. Carvalho also currently teaches at Harvard University. Mr. Carvalho agrees to recuse himself from any decision, participation or involvement in any decision related to any matter between the District and Harvard University.

21. District Policies: Mr. Carvalho acknowledges and agrees to abide by the District's Revolving Door provisions as required under the District's ethics policies, including observing the "cooling periods" that prohibit employees who leave the District from working on District matters for up to two years. Mr. Carvalho acknowledges that he has received a copy of the District's Code of Ethics, has reviewed such document, and agrees to abide by the terms therein. Mr. Carvalho further agrees to abide by all of the District's applicable policies and procedures.

22. Intellectual Property: Mr. Carvalho acknowledges and agrees that all Intellectual Property, including but not limited to discoveries, inventions, designs, improvements, ideas, writings, copyrights,
publications, study protocols, study results, computer data or programs, or other intellectual property, whether or not subject to trademark, patent or copyright laws, which he shall conceive solely or jointly with others, in the course or scope of his employment with the District or in any way related to the District's business, whether during or after working hours, or with the use of the District's equipment, materials or facilities (collectively referred to herein as "Intellectual Property"), shall be the sole and exclusive property of the District and shall be turned over to the District by Mr. Carvalho without delay and without further compensation to Mr. Carvalho. Mr. Carvalho shall take such steps as are necessary or appropriate to maintain complete and current records of the Intellectual Property conceived by Mr. Carvalho, and shall without delay or claim assign to the District or its designees, the entire right, title and interest in said Intellectual Property. Mr. Carvalho shall make no effort to sell any portion of rights to Intellectual Property to the District or any third party. Nothing in this paragraph applies to any intellectual property which Mr. Carvalho conceived outside the course or scope of his employment with the District.

23. Confidential Information: "Confidential Information" is any non-public information relating to District business that is discussed by the Board or disclosed to the Board in a closed session that is identified as confidential. Mr. Carvalho acknowledges that he will have access and exposure to Confidential Information as part of his role as General Superintendent. Mr. Carvalho agrees at all times to maintain as confidential and not to disclose to others or use for any improper purpose any Confidential Information that he has learned or may hereafter learn in accordance with the District's rules and procedures, except that he may use or disclose the Confidential Information at such time as the Confidential Information becomes publicly known through no fault or action of Mr. Carvalho.

24. Protected Information: "Protected Information" is any information that relates or refers to Student Data, Employee Data or Health Care Data of students or employees, regardless of whether it is in written, data, or some other format. In addition to those paragraphs dealing with Confidential Information and Intellectual Property in this Agreement, Mr. Carvalho promises to use Protected Information only for the purpose of duties under this Agreement and promises to keep confidential all Protected Information.
Mr. Carvalho will make no use of Protected Information, in whole or in part, for any other purpose. Mr. Carvalho will keep confidential all Protected Information and will take all necessary steps to ensure the confidentiality of this information, including but not limited to following Federal, State and local Privacy Laws as well as all Board Rules and Policies relating to the security of Protected Information. If Mr. Carvalho has any question as to the District's Rules and Policies affecting Protected Information, he may request a list of policies, and thereafter keep apprised of changes and/or additions to those policies.

25. **Entire Agreement:** This Agreement contains the entire agreement concerning employment arrangements between the Board and the General Superintendent and supersedes any prior agreements, understanding or representations, whether-oral or in writing. This Agreement may not be amended, modified or changed except by a writing executed by both parties hereto.

26. **Severability:** In the event any term, paragraph or provision of this Agreement or its applicability to any circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of California. Venue for any legal actions arising out of this Agreement, including the enforcement, interpretation or alleged breach hereof, shall lie exclusively in Los Angeles County. Notwithstanding the indemnification provision in paragraph 15, the prevailing party in any litigation that arises out of this Agreement, including for the enforcement, interpretation or alleged breach hereof, shall be entitled to recovery of reasonable attorneys' fees and costs incurred, including in connection with any appellate or bankruptcy proceedings.

28. **Assignment:** This Agreement shall inure to the benefit of and shall be binding upon, the Board, its successors and assigns, and the General Superintendent, his heirs and personal representatives, but may not be assigned by either party.
29. Ratification: This Agreement is entered into subject to approval/ratification by a vote of the Board of Education, and is null and void and of no further force or effect if not so approved/ratified.

30. Public Record: Copies of this Agreement and any settlement agreement in connection with this Agreement shall be made available to the public upon request.

31. Paragraph Headings: The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

32. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and served in person or sent by registered or certified mail to the party involved at the addresses provided below, or to such other address as either party may specify to the other in writing. If sent by registered or certified mail, the date that is four (4) days after the date of mailing of such notice shall be deemed to be the date of delivery thereof.

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<th>If to the Board:</th>
<th>Kelly Gonez, Board President of Board of Education</th>
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<td>Los Angeles Unified School District</td>
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<tr>
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<td>333 S. Beaudry Avenue, 24th Floor</td>
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<td>Los Angeles, California 90017</td>
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<th>With Copy to:</th>
<th>Devora Navera Reed, General Counsel</th>
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IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its Board President on its behalf, and Mr. Carvalho has executed the same this day of 12 December, 2021.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By KELLY GONEZ
BOARD PRESIDENT

By ALBERTO M. CARVALHO
GENERAL SUPERINTENDENT
LOS ANGELES UNIFIED SCHOOL DISTRICT

BOARD GOALS
2021-2026

Post Secondary:
The percentage of LAUSD 12th grade students graduating in a given year demonstrating college and career readiness with a "C" or better on University of California (UC)/California State University (CSU) A-G approved courses will increase from 56.6% in June 2019 to 75% by June 2026.

Literacy:
The percentage of English Learners, African American students, and Students with Disabilities meeting Dynamic Indicators of Basic Early Literacy Skills (DIBELS) End of Year (EOY) benchmarks in 2nd grade will increase from 44% in June 2019 to 80% by June 2026.

Numeracy:
On the California Assessment of Student Performance and Progress (CAASPP) in Math, improve the average Distance from Standard (DFS) from -30.4 in 2019 to 0 in 2026 for Elementary Schools (i.e., on average, students are on standard by 2026) and -64.2 in 2019 to -34 in 2026 for Middle Schools (6 points per year for 5 years).

Social Emotional:
The percentage of students in transitional years (Kindergarten, 5th/6th, 8th, 10th, and 12th grade) demonstrating mastery in the CASEL social emotional core competency areas as demonstrated by a portfolio rubric will increase from 0% in June 2021 to 50% by June 2026.
Coherence and Inclusivity
The Superintendent will make major decisions and bring major recommendations to the Board that 1) ensure alignment with the Board’s adopted goals, including disaggregated data, 2) engage impacted stakeholders, and 3) consider impacts on schools.

Staffing.
The Superintendent will ensure that the district operates with strategies to develop, support, and retain effective educators and effective staff, particularly in schools where student need is the greatest.

Equity and Transparency
The Superintendent will make and ensure instructional, financial or operational decisions that 1) dismantle racist or inequitable policies, and 2) are transparent.

Fiscal Responsibility
The Superintendent will ensure decisions that are consistent with the short and long term financial sustainability of the district.

Closing Opportunity Gaps
The Superintendent will relentlessly focus on eliminating opportunity and achievement gaps between all student groups.
LOS ANGELES UNIFIED SCHOOL DISTRICT

METHODOLOGY FOR CALCULATING GOAL MEASURES

Post Secondary:

The percentage of LAUSD students in a graduating 9th-12th grade class demonstrating college and career readiness with a "C" or better on University of California (UC)/California State University (CSU) A-G approved courses will increase from 45.5% in June 2019 to 75% by June 2026.

In 20XX, All eligible graduates for that year with a "C" or better on A-G coursework = % of students graduating demonstrating college and career readiness

All graduates for that school year

Note: All eligible graduates represents all students graduating in the current data year regardless of when they entered 9th grade (i.e. includes students who may have needed additional time to meet graduation requirements).

Literacy:

The percentage of English Learners, African American students, and Students with Disabilities meeting Dynamic Indicators of Basic Early Literacy Skills (DIBELS) End of Year (EOY) benchmarks in 2nd grade will increase from 44% in June 2019 to 80% by June 2026.

\[
\frac{\text{# of English Learners w/o disability meeting 2nd grade EOY Benchmark in DIBELS} + \text{# of African American Students w/o disability meeting 2nd grade EOY Benchmark in DIBELS} + \text{# of Students with a Disability, including English Learners and African American Students, meeting meeting 2nd grade EOY Benchmark in DIBELS}}{\text{# of English Learners w/o disability in 2nd grade} + \text{# of African American Students w/o disability in 2nd grade} + \text{# of Students with a Disability, including English Learners and African American Students in 2nd grade}} = \% \text{ of students meeting literacy goal}
\]

Note: Exclusion of English Learners and African American students with a disability in the calculation is intentional to avoid duplication of unique students who may be dually-identified (i.e. English Learners with a disability, African American Students with a disability)
METHODOLOGY FOR CALCULATING GOAL MEASURES

Numeracy:

On the California Assessment of Student Performance and Progress (CAASPP) in Math, improve the average Distance from Standard (DFS) from -30.4 in 2019 to 0 in 2026 for Elementary Schools (i.e., on average, students are on standard by 2026) and -64.2 in 2019 to -34 in 2026 for Middle Schools (6 points per year for 5 years).

For Elementary Goal:

\[
\text{Sum of DFS on CAASPP math across all students in grades 3-5 (for elementary)} \div \text{Total number of students haven taken CAASPP math in grades 3-5 (for elementary)} = \text{Average Elementary DFS for year}
\]

For Middle School Goal:

\[
\text{Sum of DFS on CAASPP math across all students in grades 6-8 (for middle school)} \div \text{Total number of students haven taken CAASPP math in grades 6-8 (for middle school)} = \text{Average Middle School DFS for year}
\]

Social Emotional:

The percentage of students in transitional years (Kindergarten, 5th/6th, 8th, 10th, and 12th grade) demonstrating mastery in the CASEL social emotional core competency areas as demonstrated by a portfolio rubric will increase from 0% in June 2021 to 50% by June 2026.

\[
\frac{\text{# of students in transitional years (Kindergarten, 5th/6th, 8th, 10th, and 12th grade) demonstrating mastery for data year}}{\text{# of students in enrolled in transitional years (Kindergarten, 5th/6th, 8th, 10th, and 12th grade) for data year}} = \text{% of students demonstrating mastery}
\]

Note: Social Emotional portfolio rubric has yet to be developed as of June 2021, but will be developed for purposes of facilitating data monitoring for goal.
Attachment B

1. Possé
2. Common Threads
3. National Assessment Government Board