SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement Agreement and General Release ("Agreement") is made by and between Children’s Defense Fund-California, Latinos In Action, Marina Román Sanchez, and Guadalupe Luna (collectively, “Complainants) and the LONG BEACH UNIFIED SCHOOL DISTRICT (the “District”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Complainants filed a Uniform Complaint Procedure Complaint ("UCP") against the District alleging its District violated its legal obligations under the Local Control Funding Formula ("LCFF") in the District’s 2016-17 Local Control and Accountability Plan ("LCAP");

WHEREAS, the District denied the UCP on August 8, 2017;

WHEREAS, Complainants appealed the District’s denial of the UCP to the CDE on August 23, 2017;

WHEREAS, the CDE has not yet ruled on the Complainants’ appeal of the UCP against the District;

WHEREAS, Complainants filed a UCP (“County UCP”) against the Los Angeles County Office of Education ("LACOE” or “County”) concerning LACOE’s obligation to ensure that the District complied with the legal requirements pertaining to its LCAP;

WHEREAS, the County issued a determination with respect to the County UCP;

WHEREAS, Complainants appealed the County’s determination to the CDE on October 10, 2017;

WHEREAS, the CDE has not yet ruled on the Complainants’ appeal of the County UCP;

WHEREAS, the Parties wish to conclusively settle and resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Complainants may have against the District and any of the Releasees, as defined below, related to the UCP and all claims arising out of or in any way related to the 2016-17 LCAP and prior LCAPs;

NOW, THEREFORE, in consideration of the mutual promises made herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Complainants hereby agree as follows:

1. District Obligations. The District agrees to implement the following actions during the 2018-19, 2019-20 and 2020-21 school years and shall include these commitments in its LCAP for those same years:


      i. Beach, Reid, Jordan, Renaissance and Cabrillo High Schools (collectively, “Group 1”) will maintain a 250:1 ratio of student to counselor personnel.
For King Elementary, Bobbie Smith Elementary, Edison Elementary, Addams Elementary, Robinson Academy, Garfield Elementary, Willard Elementary, Roosevelt Elementary, Lincoln Elementary, Dooley Elementary, McKinley Elementary, Powell Academy for Success, Jenny Oropeza Elementary, Whittier Elementary, Barton Elementary, Washington Middle School, Franklin Classical Middle, Lindberg STEM Academy, Stephens Middle, Lindsey Academy, Hamilton Middle, Jefferson Leadership Academies, Jessie Nelson Academy, Hoover Middle and Educational Partnership High School (collectively, “Group 2”), the District will fund and establish regional mental health and social-emotional services in Family Resource Centers accessible to the students. Funding for these centers will be provided by the District and will be in addition to funds previously allocated to school sites for counseling and psychological services. The District will staff the mental health and social-emotional services in the Family Resource Centers through using its own employees and contracting with outside entities to provide counseling on mental health and social-emotional needs of students and provide training to school-site staff on providing social-emotional support to students. The contracts with outside entities providing these mental health services will require that the entities expand their services to fit the volume of students requiring the service, meaning if the actual demand is higher than the anticipated demand, then the contracting entities will be required to expand their staffing to meet student need in a timely manner as dictated by the individual students’ needs. The District may staff these Family Resource Centers with any of the following: counselors, psychologists, teachers on special assignment with special training to meet the mental health/social-emotional needs of the students, supplemented in part by graduate students in local college and/or university counseling/mental health programs, or with other professionals trained to meet the needs of the students. Students at these Group 2 schools will have access to a certified mental health professional or psychologist when needed. These Family Resource Centers will offer services on school days and/or on weekends, with the hours determined by the Family Resource Centers depending on student need. The counseling services may take place at the center or at the school, depending on the students' social-emotional and academic needs. When families do not have transportation to a Family Resource Center, services will be provided at school sites. The availability of social-emotional and mental health services at the Group 2 schools through these Family Resource Centers will be publicized through counselors and principals at school sites, school websites, School Loop and ParentVue. The principal or the principal’s designee at each school will be responsible for informing parents/caregivers and students how and through whom to access mental health and social-emotional supports at their school sites and centers to ensure that students have access to mental health and social-emotional counseling. The District will expressly direct that proof of insurance coverage (through MediCal or another source) will not be a prerequisite to accessing social-emotional or mental health services through these centers. The District anticipates that the Family Resource Centers will be initially located at Cesar Chavez Elementary, Signal Hill Elementary,
iii. The District will implement a high school readiness pilot program at Washington, Franklin and Hamilton middle schools to provide counseling, mentorship, and support for these students and to provide for their social-emotional preparedness for high school. Specifically, middle school students at these schools will be supported to develop communications, coping and social skills, depending on the students’ social-emotional and academic needs.

iv. Approximately one year after the agreement is executed, the District will provide data to Complainants on the implementation of the mental health/social-emotional services and pilot program detailed above, including the number of students served from each school site.

b. Tutoring.

i. The District will give each school in Group 1 and Group 2 a directive either to establish or maintain extended hours in-school tutoring provided by teachers or other qualified providers that shall address the standards in ELA and math. The District will give Complainants an opportunity to review this directive prior to giving it to each school. Funding for this tutoring will be provided by the District and will be in addition to funds previously allocated to these schools. Schools will not be expected to cover the costs of extended hours tutoring from their existing school site budget that existed prior to the execution of this Agreement. In order to accommodate local school-site evaluation of the most effective timing of that tutoring, the timing (whether after school, Saturday school or both) will be determined by each site in consultation with its School Site Council.

ii. The highest need pupils, as demonstrated by “Not Met" and "Nearly Met" Smarter Balanced Assessment Consortium ("SBAC") achievement levels and other local assessments of ELA and math competency or who are at risk of being retained, will receive the highest priority for scheduling. The District will expressly direct that classroom or school ground behavior concerns cannot disqualify a pupil seeking to learn during extended hours tutoring, unless a student is under a legal restraint not to be on campus. School staff and/or tutoring providers will work to engage hard-to-reach students in tutoring.

iii. Approximately one year after the agreement is executed, the District will provide data to Complainants on the implementation of the tutoring program, including the number of students served at each school site.

c. Community Engagement.

i. LBUSD will maintain a single LCAP/LCFF page on its website that will contain a central calendar of LCAP related meetings, along with links to the LCAP as well as agendum, bylaws and minutes of LCAP-related committees, including the District Community Advisory Committee, District English
Learner Advisory Committee, and LCAP Committee.

ii. By May 15 each year, the District will present a public proposal of the LCAP as it exists in draft form at that time, with the caveat that it is still subject to change. At this presentation, the District will also summarize the feedback that it received and how that feedback guided the draft of the LCAP. This presentation shall also summarize the quantitative and qualitative analysis that the District evaluated in order to draft the proposed LCAP.

iii. By April 15 each year, the District shall post on its LCAP webpage the then existing draft of the proposed LCAP. This draft shall be posted in English, Spanish and Khmer.

iv. By June 15 each year, the District will make available to Complainants a summary of the student and parent Core Survey which includes (unless disaggregation would fall below 20 students) disaggregated data by school, race/ethnicity, grade level, English language learner, low income, foster and homeless youth. The disaggregation will show results summarizing favorable and unfavorable by category of question for schools broken down by subgroups in the format of Exhibit A. The District will make available disaggregated Advanced Placement enrollment data substantially similar to what was provided in Exhibit B.

v. The District will continue to maintain the District Community Advisory Committee and District English Learner Advisory Committee in a capacity that enables and solicits their oral and written input on the LCAP, and ensure that they operate as Parent Advisory Committees in accordance with the requirements contained in the LCFF.

vi. The District will co-host with Children’s Defense Fund-California and/or Latinos In Action two community fora, one in the fall (October/November timeframe) and one in the Spring (March/April timeframe). These fora will include discussions on data and strategies in order to solicit community input on the LCAP. The Spring forum in particular will also include information on feedback received and the projected direction where the District administration anticipates the LCAP heading. The District will provide oral translation in Spanish and Khmer, as well as Spanish and Khmer translations of core documents and will provide childcare and light refreshments at those two meetings.

vii. The District will continue to host its School Site Council Institute, which will include training on LCFF and accessing the LCAP.

2. Joint Obligations. The District and Complainants will issue a joint press release announcing the settlement and the new services and community engagement opportunities resulting from the settlement. All statements by the Parties and their counsel concerning the Agreement shall be consistent with the text of the joint press release, which is found in Exhibit C.
3. Complainants’ Obligations. Within 10 days of execution of this Agreement, Complainants shall dismiss their Appeal of their Complaint against the District with prejudice and request that the CDE close its investigation into the appeal. Within 10 days of execution of this Agreement, Complainants shall dismiss their Appeal of their Complaint against the County concerning the District’s LCAP with prejudice and request that the CDE close its investigation into the appeal.

4. Except for those obligations created by or arising out of this Agreement, Complainants (on behalf of Complainants and Complainants’ heirs, assigns, legal representatives, successors in interest, executors, administrators or any person claiming through Complainants or their heirs, and each of them) hereby acknowledge full and complete satisfaction of and hereby absolutely and irrevocably and unconditionally fully and forever generally release, acquit, absolve and discharge the District, its Board of Education, its current and former board members, officers, directors, employees, students, agents, attorneys, administrators, affiliates, insurers, divisions, subdivisions and related entities (“Releasees”) from all known or unknown claims, complaints, demands, actions, appeals or cause of action whatsoever arising out of or relating to the dispute or to the claims and defenses asserted therein that existed at any time on or before the date of their signing this Agreement related to the 2016-2017 and prior LCAPs (collectively, “Released Matters”).

5. Complainants acknowledge and agree that they are waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all of the Releasees of any kind whatsoever concerning the Released Matters, including, without limitation attorneys’ fees and any form of monetary or injunctive relief.

6. It is the intention of Complainants in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified currently in existence. Complainants acknowledge that there is a risk that subsequent to the execution of this Agreement, Complainants will incur or suffer damage, loss or injury to persons or property that is in some way caused by the Released Matters, but that is unknown or unanticipated at the time of the execution of this Agreement. Complainants do hereby specifically assume such risk and agree that this Agreement and the releases contained herein shall and do apply to all unknown or unanticipated results of any and all matters caused by the Released Matters, as well as those currently known or anticipated. The Parties understand that nothing in this paragraph is intended to preclude Complainants from pursuing any claims in the future regarding future LCAPs.

7. Complainants understand the significance of Complainants’ release of unknown claims and Complainants’ waiver of statutory protection against a release of unknown claims. Accordingly, Complainants expressly waive any and all rights and benefits under Section 1542 of the California Civil Code, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

8. Complainants warrant and represent that Complainants have not filed or authorized the filing of any complaints, charges or lawsuits against any of the Releasees with any governmental agency, administrative agency or court except for the UCP referenced in the recitals above.
9. Complainants represent and warrant that no portion of any of the Released Matters has been assigned or transferred to any other person, firm or entity not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any complaint, claim, action, demand or suit should be made or instituted against any of the Releasees because of any such purported assignment, subrogation or transfer, Complainants agree to indemnify and hold harmless the Releasee(s) against such complaint, claim, action, suit or demand, including necessary expenses of investigation, attorneys’ fees and costs.

10. Complainants represent and agree that the waiver and release set forth in this Agreement is written in a manner calculated to be understood by Complainants, that Complainants have carefully read and fully understand all of the provisions of this Agreement, that Complainants have been given the opportunity to discuss fully the contents of this Agreement with an attorney, and that Complainants are voluntarily entering into this Agreement after consulting with Complainants’ attorneys.

11. This Agreement constitutes the entire agreement between and among the Parties pertaining to the subject matter hereof and the final, complete and exclusive expression of the terms and conditions of their Agreement. It is intended by the Parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

12. The District will follow its policies adopted pursuant to 5 CCR § 4621(a) to ensure that Complainants are protected from retaliation.

13. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

14. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

15. This Agreement is entered into in, and shall be governed by and construed and interpreted in accordance with the laws of the State of California.

PLEASE READ THIS AGREEMENT CAREFULLY.
IT CONTAINS A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

I have read the foregoing Agreement and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
LONG BEACH UNIFIED SCHOOL DISTRICT

By: Christopher J. Steinhauser

Its: Superintendent of Schools

EXECUTED this __ day of May, 2018, at ____________, California.

CHILDREN’S DEFENSE FUND-CALIFORNIA

By: ________________________________

Its: ________________________________

EXECUTED this __ day of May, 2018, at ____________, California.

LATINOS IN ACTION

By: ________________________________

Its: ________________________________
EXECUTED this __ day of May, 2018, at _____________, California.

LONG BEACH UNIFIED SCHOOL DISTRICT

_________________________________

By: ______________________________

Its:_______________________________

EXECUTED this 10 day of May, 2018, at Los Angeles, California.

CHILDREN’S DEFENSE FUND-CALIFORNIA

_______________________________

By: Shimica Gaskins

Its: Executive Director

EXECUTED this __ day of May, 2018, at _____________, California.

LATINOS IN ACTION

_________________________________

By: ______________________________

Its:_______________________________
EXECUTED this ___ day of May, 2018, at ____________, California.

LONG BEACH UNIFIED SCHOOL DISTRICT

By: ____________________________

Its: ____________________________

EXECUTED this ___ day of May, 2018, at ____________, California.

CHILDREN’S DEFENSE FUND-CALIFORNIA

By: ____________________________

Its: ____________________________

EXECUTED this 10 day of May, 2018, at Long Beach, California.

LATINOS IN ACTION

Martín Cesta

By: MARTHA COTA

Its: EXECUTIVE DIRECTOR
EXECUTED this 10 day of May, 2018, at Long beach California.

MARINA ROMÁN SANCHEZ

EXECUTED this 10 day of May, 2018, at Long beach California.

GUADALUPE LUNA

DB2/ 33227346.3
Exhibit A
### CORE Categories:
- Climate of Support for Acad. Learning
- Knowledge and Fairness of Discipline, Rules and Norms
- Sense of Belonging
- Safety
- Social Awareness
- Self-Management
- Self-Efficacy
- Growth Mindset

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<th>Favorable</th>
<th>Response Rate</th>
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<td>Defined as: Number of students within the Subgroup who completed any portion of the survey divided by Number of students within the Subgroup at the time the raw file was sent to Panorama.</td>
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<td>Foster</td>
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<tr>
<td>Overall</td>
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### Layout - Sample:

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<th>School/District</th>
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<th>Subgroup</th>
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<th>Response Rate</th>
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Exhibit B
AP Enrollment

Percent of students in Grades 11-12 enrolled in 1+ AP Course

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<tr>
<th>Year</th>
<th>AP Enrollment</th>
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<tr>
<td>2013-14</td>
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<td>2014-15</td>
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<tr>
<td>2015-16</td>
<td>42%</td>
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<tr>
<td>2016-17</td>
<td>46%</td>
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LCAP Area 4 Pupil Achievement Goal - Increase the number of 11th & 12th graders enrolled in 1+ AP Course by 2%
AP Enrollment by Ethnicity

African American

2014: 21%
2015: 23%
2016: 32%
2017: 35%

Asian

2014: 49%
2015: 53%
2016: 59%
2017: 66%

Filipino

2014: 56%
2015: 53%
2016: 63%
2017: 67%

Hispanic

2014: 27%
2015: 29%
2016: 37%
2017: 41%

Pacific Islander

2014: 20%
2015: 20%
2016: 33%
2017: 38%

White

2014: 50%
2015: 54%
2016: 59%
2017: 59%

LCAP Area 4 Pupil Achievement Goal: Increase the number of 11th & 12th graders enrolled in 1+ AP Course by 2%
AP Enrollment by Subgroup

**Female**
- 2014: 39%
- 2015: 42%
- 2016: 51%
- 2017: 52%

**Male**
- 2014: 26%
- 2015: 28%
- 2016: 35%
- 2017: 39%

**EL & RFEP**
- 2014: 28%
- 2015: 30%
- 2016: 37%
- 2017: 41%

**Homeless/Foster**
- 2014: 13%
- 2015: 12%
- 2016: 26%
- 2017: 31%

**Low SES**
- 2014: 26%
- 2015: 29%
- 2016: 35%
- 2017: 39%
AP Enrollment by Ethnicity

Percent of AP Enrollment (1 or more classes) compared to Overall Enrollment Grades 11 & 12

Hispanic: 49% (AP) vs 53% (Overall)
African American: 12% (AP) vs 15% (Overall)
White: 19% (AP) vs 15% (Overall)
Asian: 10% (AP) vs 8% (Overall)
Filipino: 7% (AP) vs 5% (Overall)
Pacific Islander: 1% (AP) vs 1% (Overall)

LCAP Area 4 Pupil Achievement Goal - Increase the number of 11th & 12th graders enrolled in 1+ AP Course by 2%
AP Tests Taken

Number of Exams (All Grades)

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LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
AP Exams Passed

Number of AP Tests Passed (All Grades)

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LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
# of AP Exams Passed by Ethnicity

African American

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Asian

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Filipino

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Pacific Islander

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White

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LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
# of AP Exams Passed by Subgroup

## Female

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## Male

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## EL & RFEP

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## Homeless/Foster

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<th>2016</th>
<th>2017</th>
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<td>28</td>
<td>41</td>
<td>135</td>
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## Low SES

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<th>2015</th>
<th>2016</th>
<th>2017</th>
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<td>1446</td>
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LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
AP Student Passing AP Tests

Number of Students Passing at least One Exam

- 2012-13: 2445
- 2013-14: 2656
- 2014-15: 2788
- 2015-16: 3086
- 2016-17: 3323

LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
# Students Passing AP Tests by Ethnicity

<table>
<thead>
<tr>
<th>Ethnicity</th>
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LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
# Students Passing AP Tests by Subgroup

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<tr>
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</table>

LCAP Area 4 Pupil Achievement Goal—Increase the AP Exam Pass Rate
Exhibit C
Parents, Community Groups and LBUSD Reach Agreement to Increase Funding for High-Need Students

Contact:

Cadonna Dory, Children’s Defense Fund-California, 323-385-6342, cdory@childrensdefense.org

Chris Eftychiou, LBUSD, ceftychiou@lbschools.net

LONG BEACH - Parents and community groups have reached an agreement with the Long Beach Unified School District (LBUSD) to provide improved services for low-income students, English language learners, and foster youth.

The settlement agreement resolves administrative complaints filed in 2017 against LBUSD and the Los Angeles County Office of Education (LACOE) by Public Advocates, Inc. and pro bono counsel Morgan, Lewis & Bockius on behalf of complainants Marina Román Sanchez, Guadalupe Luna, Children’s Defense Fund-California, and Latinos In Action. The complaints have been pending on appeal before the California Department of Education.

The complaint against LBUSD challenged the district’s spending plan under California’s Local Control Funding Formula law (LCFF) in its Local Control Accountability Plan (LCAP). The LCFF was adopted by the state in 2013 to support greater local control, meaningful community engagement and more equitable spending for all students, especially those who are low-income, English language learners, and foster youth.

The parties disagreed over whether LBUSD’s plan complied with LCFF’s standards for equitably serving the school district’s high-need students. Recognizing common ground and a commitment to creating better outcomes for the school district’s highest-need students, the parties have announced an agreement that will provide improved services benefitting low-income students, English language learners, and foster youth and foster greater community engagement.

Over the next three years, the settlement provides additional funding for enhanced mental health and social emotional services as well as extended tutoring in math and English Language Arts to thirty of the District’s highest need schools. In addition, the agreement supports improved community engagement in LCAP development and monitoring, including Fall and Spring community forums co-hosted with complainants to engage the community in the review of LCAP data and impact planning, as well as improved sharing of information about the LCAP. The settlement represents a coming together of all the parties to achieve a common goal of helping the school district’s highest-need students to close achievement gaps as they prepare for college and career.

“I’m inspired by the parents and groups who have helped us arrive at this agreement and I hope even more parents and students get involved with decision-making at schools. I hope this motivates parents and students to advocate for the services they need in their specific schools,” said parent and complainant Guadalupe Luna.
“This is not the end, it is the beginning for all of our families who need help in receiving appropriate services. We look forward to continuing to work with the district to address the needs of our students,” said parent and complainant Marina Román Sanchez.

For details on the agreement, see Exhibit 1 below. Click here to view the full settlement.

For more information from the parents and community organizations, please contact Cadonna Dory of Children’s Defense Fund-California at cdory@childrensdefense.org, 323-385-6342. For more information from the Long Beach Unified School District, please contact the District’s Public Information Director, Chris Eftychiou at ceftychiou@lbschools.net.
EXHIBIT 1

The parties are pleased to announce three key elements during the next three school years.

   - Beach, Reid, Jordan, Renaissance, and Cabrillo high schools will maintain a 250:1 ratio of student to counselor personnel, thus helping those students to receive the mental and social support to help them to succeed in school and in preparation for higher learning.
   - The parties have identified an additional 25 high-need schools, based on their concentration of students who are low-income, English language learners, and foster youth, to receive greater access to counseling services.
   - Specifically, the school district will maintain regional family resource centers, which will provide mental support services and sufficient staffing to meet student need. These centers will serve King Elementary, Bobbie Smith Elementary, Edison Elementary, Addams Elementary, Robinson Academy, Garfield Elementary, Willard Elementary, Lincoln Elementary, Dooley Elementary, McKinley Elementary, Powell Academy for Success, Jenny Oropeza Elementary, Roosevelt Elementary, Whittier Elementary, Barton Elementary, Washington Middle, Franklin Classical Middle, Lindberg STEM Academy, Stephens Middle, Lindsey Academy, Hamilton Middle, Jefferson Leadership Academies, Jessie Nelson Academy, Hoover Middle, and Educational Partnership High School. These centers will provide services both at the center and at the schools, during school and non-school hours, depending on the needs of the student.
   - The school district will also implement a high school readiness pilot program at Washington, Franklin, and Hamilton Middle schools to provide counseling, mentorship, and support for these students.

2. Tutoring
   - The school district will establish or maintain extended-hours, in-school tutoring to help students with math and English language arts at the foregoing schools.

3. Community Engagement.
   - LBUSD will enhance the LCAP page on its website to include a full calendar of all LCAP-related meetings, along with existing links to the LCAP and other important documents to allow greater access for members of the public to the LCAP process.
   - Each year, by April 15 the school district will post a draft of its proposed LCAP and by May 15 the school district will present a public proposal of its draft LCAP, which will include a report on the impact of community input.
   - The school district will be pleased to co-host with Children’s Defense Fund-California and/or Latinos In Action a Fall and Spring forum to create space for community dialogue on the progress and plans for the LCAP.

###
Padres, grupos comunitarios, y LBUSD logran un acuerdo para aumentar fondos para estudiantes con grandes necesidades

Contacto:
Cadonna Dory, Children’s Defense Fund-California, 323-385-6342, cdory@childrensdefense.org
Chris Eftychiou, LBUSD, ceftychiou@lbschools.net

LONG BEACH - Padres y grupos comunitarios han llegado a un acuerdo con el Distrito Escolar Unificado de Long Beach (LBUSD, por sus siglas en inglés) para brindar mejores servicios para estudiantes de bajos recursos, aprendices del inglés, y jóvenes en hogares de crianza.

El acuerdo resuelve quejas administrativas que fueron presentadas en el 2017 en contra de LBUSD y la Oficina de Educación del Condado de Los Ángeles (LACOE, por sus siglas en inglés) por Public Advocates, Inc. y el consejo legal gratuito de Morgan, Lewis & Bockius en nombre de los denunciantes Marina Román Sánchez, Guadalupe Luna, la Defensa de los Niños-California (CDF-CA, por sus siglas en inglés), y Latinos en Acción (Latinos in Action). Las quejas han estado en espera de una apelación ante el Departamento de Educación de California.

La queja en contra de LBUSD cuestionó porciones del plan fiscal del distrito según la ley de California llamada la Formula de Control Local de Fondos (LCFF, por sus siglas en inglés) dentro de su Plan de Control y Responsabilidad Local (LCAP, por sus siglas en inglés). LCFF fue adoptado por el estado en el 2013 para apoyar más control local, participación significativa de la comunidad, y gastos más equitativos para todos los estudiantes, en especial aquellos que son de bajos recursos, aprendices de inglés, y jóvenes en hogares de crianza.

Las partes interesadas no estuvieron de acuerdo sobre si el plan de LBUSD cumplía con los requisitos de LCFF para servir equitativamente a los estudiantes con grandes necesidades del distrito escolar. Reconociendo intereses comunes y un compromiso a crear mejores resultados para los estudiantes del distrito con las mayores necesidades, las partes interesadas han anunciado un acuerdo que brindará mejores servicios a beneficio de estudiantes de bajos recursos, aprendices de inglés, y jóvenes en hogares de crianza y promoverá más participación de la comunidad.

En los siguientes tres años, el acuerdo proporcionará fondos adicionales para mejores servicios de salud mental y socio-emocionales, al igual que tutoría extendida en matemáticas y artes de lenguaje del idioma inglés a 30 escuelas con gran necesidad en el distrito. Asimismo, el acuerdo apoya mejor participación comunitaria en el desarrollo y monitoreo del LCAP, incluyendo foros comunitarios en el otoño y la primavera presentados en conjunto con los denunciantes para involucrar a la comunidad en el repaso de los datos del LCAP y la planificación de su impacto, al igual que mejoras en la distribución de la información del LCAP. El acuerdo representa una unión de las partes interesadas para lograr la meta en común de ayudar a los estudiantes en el distrito escolar con las necesidades más grandes a cerrar las brechas de logro académico mientras se preparan para la universidad y carreras profesionales.

“Me inspiran los padres y grupos que nos han ayudado a llegar a este acuerdo y espero que incluso más padres y estudiantes participen en la toma de decisiones en las escuelas. Espero que esto motive a los
padres y estudiantes a abogar por los servicios que necesitan en sus escuelas específicas,” dijo Guadalupe Luna, padre y demandante.

“Este no es el final, es el comienzo para todas nuestras familias que necesitan ayuda para recibir los servicios adecuados. Esperamos continuar trabajando con el distrito para atender las necesidades de nuestros estudiantes,” dijo Marina Román Sánchez, padre y demandante.

Para detallas sobre el acuerdo, vea Elemento 1 abajo. Haga clic aquí para ver el acuerdo completo.

Para más información de los padres y organizaciones comunitarias por favor comuníquese con Cadonna Dory del Children’s Defense Fund-California cdory@childrensdefense.org, 323-385-6342. Para más información del Distrito Escolar Unificado de Long Beach por favor comuníquese con el Director de Información Pública del distrito, Chris Eftychiou al ceftychiou@lbschools.net.
ANEXO 1

Las partes están complacidas en anunciar tres elementos claves que serán implementados en el transcurso de los siguientes 3 años escolar

1. **Servicios de Salud Mental y de Apoyo Social Emocional**
   - Las escuelas Beach, Reid, Jordan, Renaissance, y Cabrillo mantendrán una proporción de 250:1 de estudiantes a consejeros, de este modo ayudando a esos estudiantes a que reciban el apoyo mental y social para ayudarlos a tener éxito en la escuela y prepararse para la educación superior.
   - Las partes han identificado 25 escuelas adicionales con gran necesidad, basándose en la concentración de estudiantes de bajos ingresos, aprendices de inglés, y jóvenes en hogares de crianza, para recibir más acceso a servicios de consejería.
   - Específicamente, el distrito mantendrá centros regionales familiares que brindarán servicios de salud mental y mantendrán personal suficiente para satisfacer las necesidades de los estudiantes. Estos centros servirán a King Elementary, Bobbie Smith Elementary, Edison Elementary, Addams Elementary, Robinson Academy, Garfield Elementary, Willard Elementary, Lincoln Elementary, Dooley Elementary, McKinley Elementary, Powell Academy for Success, Jenny Oropeza Elementary, Roosevelt Elementary, Whittier Elementary, Barton Elementary, Washington Middle, Franklin Classical Middle, Lindberg STEM Academy, Stephens Middle, Lindsey Academy, Hamilton Middle, Jefferson Leadership Academies, Jessie Nelson Academy, Hoover Middle, y Educational Partnership High School. Estos centros brindarán servicios en los centros y en las escuelas, durante el horario de clases y después del horario de clases, dependiendo de las necesidades del estudiante.
   - El distrito escolar también implementará un programa piloto de preparación para la escuela preparatoria en las escuelas intermedias Washington, Franklin y Hamilton para brindar servicios de consejería, orientación y apoyo.

2. **Tutoría**
   - El distrito escolar establecerá o mantendrá horas extendidas de tutoría en las escuelas antes mencionadas para ayudar a los estudiantes con matemáticas y artes de lenguaje del idioma inglés.

3. **Participación Comunitaria**
   - LBUSD mejorará la página del LCAP en su sitio web para incluir un calendario completo de todas las juntas sobre el LCAP, junto con los enlaces existentes al LCAP y otros documentos importantes para permitirle más acceso a los miembros del público al proceso del LCAP.
   - Para el 15 de abril de cada año, el distrito publicará un borrador del LCAP y para el 15 de mayo el distrito escolar presentará una propuesta pública del borrador del LCAP, e incluirá un informe sobre las aportaciones de la comunidad.
   - El distrito se complacerá en ser co-anfitrión de un foro en el otoño y la primavera con Children’s Defense Fund-California (Fondo de Defensa Infantil) y/o con Latinos in Action (Latinos en Acción) para crear un espacio para el dialogo sobre el progreso y los planes para el LCAP.

###