BOARD MEETING NOTICE AND AGENDA

CULVER CITY UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education to
"Conduct the District's Business in Public"
CLOSED SESSION – 6:00 p.m.
OPEN SESSION – 7:00 p.m.

District Office Board Meeting Room 4034 Irving Place, Culver City, CA 90232

March 24, 2009

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. Please make sure your cell phone is turned off or silenced at this time.

PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under "Public Recognition." In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent's Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

The meeting was called to order by	, at
Roll Call – Board of Trustees	
Jessica Beagles-Roos, Ph.D., President	
Saundra Davis, M.A., Vice President	
Steven Gourley, Clerk	
Scott Zeidman, Esq. Member	
Dana Russell, D.D.S., Member	

3. RECESS TO CLOSED SESSION

- 3.1 Student Discipline (Pursuant to EC §35146; §48918 (c))
 - a) Stipulated Expulsion of Pupil Services Case #08-09
- 3.2 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.3 Existing Litigation (Pursuant to Subdivision (a) of GC §54956.9) Case Number: SM 09A00354

- 3.4 Conference with Labor Negotiator (Pursuant to GC §54957.6)
 Agency Designated Representatives: Patricia Jaffe, Assistant
 Superintendent, Human Resources, David El Fattal, Assistant
 Superintendent Business Services
 Employee Organizations: Culver City Federation of Teachers (CCFT) and Association of Classified Employees (ACE)
- 3.5 Public Appointment/Employment (Pursuant to GC §54947)
 Certificated Personnel Services Report No. 14
 Classified Personnel Services Report No. 14

4. <u>ADJOURNMENT OF CLOSED SESSION</u>

5. REGULAR MEETING -7:00 p.m.

- 5.1 Roll Call Board of Trustees
 Jessica Beagles-Roos, Ph.D., President
 Saundra Davis, M.A., Vice President
 Steven Gourley, Clerk
 Scott Zeidman, Esq., Member
 Dana Russell, D.D.S., Member
- 5.2 Flag Salute

6. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION

7. <u>PUBLIC HEARING</u>

7.1 Culver City Unified School District and Tri-City SELPA Annual Service Plans and Budget Plans

8. <u>ADOPTION OF AGENDA</u>

Recommen	lation is made that the agenda be adopted as submitted
Motion by _	Seconded by
Vote	

9. <u>CONSENT AGENDA</u>

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. An Administrative Recommendation on each item is contained in the agenda supplements. There will be no separate discussions of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Items.

- 9.1 Approval is Recommended for the Minutes of Special Meeting March 3, 2009
- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for Acceptance of Gifts Donations

- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 14
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 14
- 9.6 Approval is Recommended for a Culver City High School Teacher to Attend the Advanced Placement Language/Composition Essay Reading in Daytona Beach, Florida, June 9-17, 2009
- 9.7 Approval is Recommended for a Culver City High School Teacher to Attend the Advanced Placement European History Reading in Fort Collins, Colorado, June 11-19, 2009
- 9.8 Approval is Recommended for five Culver City High School Students to Attend the Rotary Youth Leadership Assembly in Blue Jay, CA, April 17-19, 2009
- 9.9 Approval is Recommended for El Marino Language School Teachers to Attend the CARLA Summer Institute in St. Paul, Minnesota: Three to Attend June 22-26, 2009 and one to Attend July 13-17, 2009

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizenship Awards
- 10.2 Recognition of Western Los Angeles Dental Society
- 10.3 "Schools to Watch" Presentation

11. PUBLIC RECOGNITION

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for nonagenda items shall not exceed twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda. The Board of Trustees may reduce the time limit(s) if there are a large number of individuals desiring to address the Board.

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Members of the Audience
- 11.4 Student Representatives' Report
- 11.5 Members of the Board of Education

12. <u>INFORMATION ITEMS</u>

Information items are generally included on the agenda for two reasons: to solicit reactions from the Board and the public on matters which may require Board action at a later date; and to provide information on a wide range of matters of interest to the Board and public. Comments by the public shall be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

12.1 Enrollment Report

13. RECESS

14. ACTION ITEMS

This is the time of the meeting when members of the audience may address the Board on matters that are on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. Routine Board procedure on action items includes: receiving additional background information or analysis from staff; receiving comments from members of the audience; receiving additional information from the Superintendent or other resource personnel; introducing a motion on the item; taking action on the agendized item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

14.1 Superintendent's Items - None

14.2	Education Servi	ces Items	
14.2a		ommended for the Culver PA Annual Service Plan	City Unified School District s and Budget Plans
Motic	on by	Seconded by	Vote
14.2b	• •	ommended for the Single ncon Elementary School	Plan for Student Achievement
Motic	on by	Seconded by	Vote
14.2c	• •	ommended for the Single ood E. Howe Elementary	Plan for Student Achievement School
Motic	on by	Seconded by	Vote
14.2d		ommended for Communi Application, 2009-2010	ty Based English Tutoring
Motic	on by	Seconded by	Vote
14.2e	Approval is Reco Journalism 1 and		ses at Culver City High School:
Motic	on by	Seconded by	Vote
14.2f	Approval is Reco	ommended for the Stipula	ated Expulsion of Pupil Services
Motic	on by	Seconded by	Vote
14.3	Business Items		
14.3		008-2009 Approval of Is es (TRANs) for 2009-20	suance of Tax and Revenue

Seconded by _____

Vote ____

14.4 Personnel Items

15.

16.

17.

14.4a Approva	al is Recommended for the 2009-2	2010 School Year Calendar
Motion by	Seconded by	Vote
	al is Recommended for Resolutioning Layoff of Classified Managem	
Motion by	Seconded by	Vote
	al is Recommended for Resolution ng Layoff of Classified Confident	
Motion by	Seconded by	Vote
* *	al is Recommended for Resolutiong Layoff of Classified Personne	
Motion by	Seconded by	Vote
4.4	al is Recommended for Resolutio ng Layoff/Reduction of Classified	
Motion by	Seconded by	Vote
Regardi	al is Recommended for Resolution general Layoff/Reduction of Classified ent Dated December 20, 2007	
Motion by	Seconded by	Vote
BOARD BUSI	NESS - None	
PUBLIC REC	OGNITION - Continued	
scheduled on the a to the Superintendaudience, for a total	n is the time when members of the publingenda. Those wishing to speak must conto Executive Assistant. Three (3) minutes. Board members this portion of the agenda.	mplete a Speaker's Card and submit it nutes will be allotted to members of the
	rs of the Audience rs of the Board	
ADJOURNME	E <u>NT</u>	
Motion by	Seconded by _	Vote

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY. Any individual with a disability who requires reasonable accommodation to participate in a board meeting, may request assistance by contacting the Superintendent's Office at 4034 Irving Place, Culver City, CA 90232. Phone Number: (310)842-4220 Fax Number: (310)842-4205

FUTURE MEETINGS

April 27 - 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place May 12 - 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place

NOTE: The CCUSD TIP Hotline is (310) 535-2590. Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. Public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Office, 4034 Irving Place in Culver City during regular business hours (8:00 a.m. to 4:30 p.m.) A complete agenda is available for review in each school office and also available for pickup at the District Office. Visit the Culver City Unified School District Website at www.ccusd.org. Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

CULVER CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION UNADOPTED MINUTES

Meeting:

Special Meeting

Date:

March 3, 2009

Myrna Rivera Coté, Ed.D., Superintendent

Place:

Linwood E. Howe Elementary

Time:

6:00 p.m. - Public Meeting

4100 Irving Place Culver City 90232 6:01 p.m. - Closed Session 7:00 p.m. - Public Meeting

Board Members Present

Jessica Beagles-Roos, Ph.D., President Saundra Davis, M.A., Vice President

Steven Gourley, Clerk

Scott Zeidman, Esq., Member Dana Russell, D.D.S., Member David El Fattal, M.B.A. Gwenis Laura, Ed.S.

Staff Members Present

Patricia Jaffe, M.S.

Call to Order

Board President Dr. Beagles-Roos called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:00 p.m. with all Board members in attendance. Mrs. Michael Laase led the Pledge of Allegiance.

Report from Closed Session

Dr. Beagles-Roos reported that the Governing Board met in Closed Session regarding issues listed on today's Closed Session agenda and announced that no reportable actions were taken.

7. Adoption of Agenda

It was moved by Dr. Russell and seconded by Mrs. Davis that the March 3, 2009 agenda be adopted as presented. The motion was unanimously approved.

Dr. Beagles-Roos announced how the meeting would proceed regarding the presentations and taking the Speaker Cards. She introduced Mrs. Leslie Lockhart, Director of Special Projects, who presented information on categorical funding.

Dr. Coté provided an update on the budget process at the state level, and briefly talked about the dysfunctional way that the state looks at education as a whole. Mrs. Jaffe reiterated that the Board previously took action to release employees and passed the respective Resolutions. Mrs. Jaffe explained the next steps to continue the process of releasing employees, and she gave the number of employees that are resigning or retiring. Mrs. Laura presented information on the categorical grants and the tiers that make up the categorical funding. Mrs. Lockhart provided additional information on the tier system. Mr. El Fattal gave a brief presentation that provided an update on the state budget and the impact on the District. Mr. El Fattal reported that the next steps in the process will be a presentation of the Second Interim and the March 15th notices. He then went over any changes that were made to cut list. Further discussion ensued.

8. Action Items

Business Items

8.1 Approval is Recommended for the 2009-2010 Expenditure Reductions

Dr. Beagles-Roos started calling speakers from the audience. Audience members commented on the following:

- Roger Maxwell commented that the Board did not need to vote at the current meeting, and that many
 districts were not voting until the following week. He also spoke about the economic crises and asked Dr.
 Coté to take a five percent cut in salary.
- David Mielke commented that the current financial crisis is an opportunity for the District to prioritize. He commented on the cutting process being flawed and stated that CBAC did not get to rank the

administrative staff. He stated that everyone in the District needs to "feel the pain", and that the teachers took their pay cut last year when they accepted a sub-par increase in pay. He also spoke against raising class sizes.

- Karlo Silbiger agreed with Mr. Mielke that the cutting process is flawed. He made several comments which included that he thinks that CBAC is a great committee, but that there needs to be students participating on the committee; that the committee can only be effective if the participants receive full information; and that it is almost impossible for the community to participate in the discussions when the cut list is not given out until the meeting. Mr. Silbiger spoke against having only two administrators on the list; and he felt that a class size increase would be detrimental to the students.
- Audrey Stephens commented on the duties of the Director of Special Projects in handling the categorical funding, and how the position works with the Educational Services Department.
- Lloyd Dixon commented on the AP classes and the notification to parents regarding sign-up for these
 courses.
- Jamie Wallace urged the Board not to increase class sizes at the middle school and high school. Ms. Wallace inquired if the Board had enough information to make decisions on the cuts.
- Jerry Chabola stated that in this crisis it's all about the kids, and encouraged the Board to do a teachers cost benefit analysis. He stressed the importance of athletics in the students' lives, and spoke about the coaches helping the students academically.
- Christopher Knight commented that he thinks the Board speaks in half truths. He discussed the proposed budget cuts for the security department, and feels the Culver City Police Department will tire quickly of covering the issues at the school sites if a school security guard is removed.
- Jose Montero commented on all cuts affecting the quality of education; and discussed class size.
- Gianna Gray stated her concerns on possibly increasing class size at the middle school and high school.
- Robert Gray acknowledged what a brutal process the budget cuts are for everyone. He commented on how he would like to raise money for the District, and he disagreed on the way the list was presented. Mr. Gray encouraged the Board to vote no on increasing class size.
- Sandi Levin commented on the unreasonable demands of the state and urged the Board not to vote on the reductions if they do not have enough information. Ms. Levin also requested that the line items be unbundled, and requested that the Board not increase class size.
- Jeanette James commented against increasing class size at any of the schools.
- Jackie Lee spoke in advocacy for the classified personnel and stressed the importance of these employees in the District.
- Sarah Delaney commented that increasing class size should be taken off the table.
- Susanne Robins stated her concerns about increasing class size and reducing teachers; and how those two items together would affect the special education students.
- Lisa Michel commented on Galileo and the need for the TOSAs as support for the program.
- Janet Chabola stated that she was upset with the change in format to the reduction list, and that she was crushed that the CBAC recommendations were not included. She commented that she has not heard anyone stating that they will put in lobbying efforts, and she spoke about the educational aides.
- Debbie Hamme commented against an increase in class size and how important the instructional assistants are. Mrs. Hamme also spoke about how important support staff is to the District, and stated that the District cannot keep consultant positions to the detriment of classified positions.
- Francis Thaler spoke against class sizes increasing, and asked how are we going to raise funds for the District?
- Katherine Maxwell requested that the Board not increase class size, and asked them to invest in the
- Tracey Burns spoke against any class size increases.
- Mike King commented on raising funds for the District and suggested asking parents for a ten dollar per student fee.
- Todd Johnson commented against increasing class size. Mr. Johnson also commented about the inefficiency he sees in the classrooms that he has volunteered in.

 Mr. Zeidman read a letter from Sandra Anderson which was written on behalf of the aides and asked the Board to consider the role of aides in the District.

Recess

The Board recessed at 8:40 p.m. and reconvened at 8:56 p.m.

Dr. Beagles-Roos read a statement from Erin Gelfat regarding AP classes.

Mr. Zeidman stated that he had just received the reduction list along with the job description right before the meeting and that he was not prepared to vote. He further commented that he had no intention of voting on the new list, and he that would vote no on all personnel matters. Mr. Zeidman recommended the District looking at Mr. King's suggestion of asking parents to give ten dollars per child in the District. Regarding class size, Mr. Zeidman felt that it needs to be increased in elementary; and he stated that teachers most likely would not see a raise this year.

Mr. Gourley stated that he admired Mr. Zeidman's fortitude and felt that it was a tragedy that the information regarding the cuts was not received in a timely fashion. Mr. Gourley again requested an organizational chart of the District. He commented on taking these cuts to the state and the federal government, and stated that it was sad that there was not a big community turnout to vote. He stated that Proposition 13 needs to be cut and Serrano v. Priest needs to be reversed.

Dr. Russell asked if the Board does not vote until the March 10th meeting how will it affect the District. Mr. El Fattal responded, and stated that the previous action from the previous week covers the March 15th notices. Dr. Russell thanked everyone for coming to the meeting and sharing their thoughts. In response to calls for management to take a salary reduction, Dr. Russell stated that he thinks that everyone should participate if there was a salary reduction and not just management.

Mrs. Davis stated she was in agreement with Dr. Russell on tiered cuts across the board rather than have employees lose their jobs. She stated that it was unfortunate that information regarding the cuts was only received before the meeting. Mrs. Davis agreed to postpone the vote on reductions.

Dr. Beagles-Roos stated that every year schools districts have to have a budget by a certain time. She asked if the Board agreed to vote on non-personnel items.

Dr. Coté suggested voting on all items at the same meeting. It was moved by Dr. Russell and seconded by Mr. Zeidman to table the expenditure reductions until the March 10, 2009 meeting. The motion was unanimously approved.

Further discussion ensued as to what ways the expenditure list could be presented so that it was understood by everyone.

Board members thanked staff for all of their hard work in bringing the information forward, and thanked audience members for attending the meeting.

Adjournment

There being no further business, it was moved by Mr. Zeidman, seconded by Dr. Russell and unanimously approved to adjourn the meeting. Board President Dr. Beagles-Roos adjourned the meeting at 11:00 p.m.

Approved:		
••	Board President	Superintendent
On:		
	Date	Secretary

3/24/09

7.1

7.1 <u>Culver City Unified School District and Tri-City SELPA Annual Service Plans and Budget Plans</u>

In Compliance with the Individuals with Disabilities Education Act (IDEA), as amended in 2004, and California Education Code Section 56205 (b)(2) and Section (a), the Board of Education of the Administrative unit of Tri-City SELPA will receive public input regarding the Culver City Unified School District and Tri-City SELPA Annual Service Plans and Budget Plans. The Tri-City SELPA member Districts are Culver City Unified School District, Santa Monica-Malibu Unified School District and Beverly Hills Unified School District.

9.2 PURCHASE ORDERS AND WARRANTS

The attached purchase order list and warrants report are submitted to the Board of Education at the second board meeting of each month for ratification. No other purchase orders have been issued other than those previously approved or included in the attached list.

The intent of this report is to provide the Board of Education and the community with more definitive information relative to purchasing and disbursement of monies by fund and account.

Purchase order grand total from March 2, 2009 through March 13, 2009 is \$360,248.77. Warrants issued for the period February 12, 2009 through March 12, 2009 total \$5,522,357.00. This includes \$1,542,251.90 in commercial warrants, and \$3,980,105.10 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

- 01.0 general fund
- 11.0 adult education fund
- 12.0 child development fund
- 13.0 cafeteria fund
- 14.0 deferred maintenance fund
- 21.0 building fund
- 25.0 capital facilities fund
- 40.0 redevelopment
- 76.0 warrant pass-through fund
- 96.0 general fixed asset account

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That purchase orders from March 2, 2009 through March 13, 2009 in the amount of \$360,248.77 and warrants for February 12, 2009 through March 12, 2009 in the amount of \$5,522,357.00 be ratified by the Board of Education.

Moved by:

Seconded by:

Report ID: LAPO009C	26000			Board List	List Purchase Order Report	der Rep	no To				Page No.		_
District : 64444				CULVER	VER CITY UNIFIED SD	IED SC	_				Run Date:		03/14/2009
Purchase Orders/	/Buyouts To T	he Board fc	Purchase Orders/Buyouts To The Board for Ratification From :	3/2/2009 To	To 3/13/2009						Run Time:		01:33:14PM
Purchase Orders/	/Buyouts in Ex	cess of \$1	Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified										
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03/02/09 52796	∢	03/02/09 KIRK PAPER COMP, OFFICE SUPPL Purchasing 01.0 00000.0 00000 7300 4350 0005030 48 3/2/2009 52796 KIRK PAPER COMPANY INC	487.13
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		fied	Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified
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03/14/2009	Run Date:	CULVER CITY UNIFIED SD	District: 64444
e	Page No.	Board List Purchase Order Report	Report ID: LAPO009C

PO Date	# Od	Cha Stat Ord#	Change d# Date	Vendor Name	Description Dept/Site	Fund Res.Prj		Goal	Funct	OBJ	Sch/Loc [Distrib Amt	PO Amount
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03/09/09 52870	52870	∢	03/09/09	BAUDVILLE, INC. 3/9/2009	OFFICE SUPPL Human Reso	01.0 01.0 BAUDVI		00000	7400	4350 4310	0003000	11.39	238.97
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03/10/09 52872	52872	∢	03/10/0	99 TOLSEK PRINTING N	03/10/09 TOLSEK PRINTING MISCELLANEO CUIVER City H 01.0 90145.0 3/10/2009 52872 TOLSEK PRINTING	01.0 90145.0 TOLSEK PRINTING	0145.0 1	17000	1000	5830	4010000	603.26	603.26
03/09/09 52873	52873	∢	0/60/20	03/09/09 GENERAL BINDING REPAIRS	REPAIRS - OFF High School u 01.0 00000.0 00000 2700 52873 GENERAL BINDING CORPORATION	J 01.0 C GENERAL	01.0 00000.0 00000 2700 GENERAL BINDING CORPORATION	00000 CORPOR	Z	5610	4010001	403.42	403.42
03/09/09 52874	52874	∢	03/09/0	39 JONES SCHOOL S C	03/09/09 JONES SCHOOL S OFFICE SUPPL Linwood How 3/9/2009 52874 JC	01.0 g	01.0 91400.0 00000 2700 4350 JONES SCHOOL SUPPLY COMPANY, INC.	00000	2700 '	4350 , INC.	2020000	97.01	97.01
03/09/09 52875	52875	O	0/60/20	03/09/09 EDUCATIONAL NE C 3/9/2009	CONTRACTED: Office of Child 12.0 50250.0 85000 52875 EDUCATIONAL NETWORK	d 12.0 E EDUCATIO	I 12.0 50250.0 85000 EDUCATIONAL NETWORKS	တ	2700	5810	0000005	2,100.00	2,100.00
03/06/09	52876	U	03/06/0	9 THE BOOMERANG! C 3/6/2009	03/06/09 THE BOOMERANG! CONFERENCE, Culver City H 3/6/2009 52876 T	01.0 g THE BOON	01.0 90127.0 00000 THE BOOMERANG PROJECT	00000 ROJECT	2700	5220	4010000	1,550.00	1,550.00

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PURCHASE POWER

211.09 PO Amount 03/14/2009 886.50 425.56 199.44 01:33:14PM 2,910.00 93,288.00 451.24 225.00 800.00 187,397.00 Distrib Amt 211.09 2,910.00 886.50 451.24 800.00 199.44 45.83 93,288.00 425.56 187,397.00 Run Date: Run Time: Page No. 0004010 0000000 0004040 4010000 4010000 4010000 0000000 0001000 0000000 3010001 Sch/Loc DEVEREUX TEXAS TREATMENT NETWORK LOS ANGELES UNIFIED SCHOOL DISTRICT 087 4313 9520 4410 4310 4110 4410 5890 5850 4310 4350 **EDUCATIONAL RESEARCH SERVICES** 2100 1000 Funct 3900 0000 1000 1000 1000 7100 2200 1000 **CULVER CITY MUSIC CENTER** 57500 00000 90127.0 11100 000000.0 11100 00000 50010 11100 11100 00000 11100 Goal 0.00000 65000.0 33100.0 73950.0 65000.0 90127.0 63000.0 0.00000 BROOKHOLLOW Fund Res.Prj INSIGHT MEDIA THAMAR PENA **Board List Purchase Order Report** EDSOURCE **CULVER CITY UNIFIED SD** PEARSON CONSULTANT Culver City H 01.0 SUBSCRIPTIO District Currict 01.0 Undistributed 01.0 03/10/09 CULVER CITY MUS INSTRUCTION middle school 01.0 0.10 INSTRUCTION Cuiver City H 01.0 Superintende 01.0 Special Educa 01.0 Culver City H 01.0 3 CDW-G 01.7 3/13/2009 03/12/09 LEARNING RESOUF INSTRUCTION Undistributed 03/10/09 LOS ANGELES UNI CONTRACT SE Undistributed **Dept/Site** 52886 Purchase Orders/Buyouts To The Board for Ratification From: 3/2/2009 To 52880 52882 52883 52890 52879 52881 52884 52887 OFFICE SUPPL 03/09/09 DEVEREUX TEXAS: CONTRACT SE COMPUTER S Description 300KS 3/10/2009 3/10/2009 3/12/2009 3/9/2009 3/9/2009 3/5/2009 3/9/2009 3/6/2009 03/09/09 EDUCATIONAL RE 3/9/2009 03/12/09 BROOKHOLLOW Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified 03/10/09 INSIGHT MEDIA 03/06/09 THAMAR PENA Vendor Name 03/06/09 PEARSON 03/09/09 CDW-G Ord # Date Change ~ Stat Report ID: LAPO009C O ⋖ ⋖ O ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ District: 64444 # 0 52880 52890 52881 52882 03/09/09 52883 52884 52885 52886 52887 52892 03/12/09 60/60/60 03/10/09 60/60/00 03/05/09 60/90/60 60/90/80 03/10/09 03/12/09 PO Date

03/14/2009 01:33:14PM Run Time: Run Date: Page No. **Board List Purchase Order Report CULVER CITY UNIFIED SD** Purchase Orders/Buyouts To The Board for Ratification From: 3/2/2009 To 3/13/2009 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Report ID: LAPO009C District: 64444

			Change												
PO Date	PO#	Stat Ord#	# Date	Vendor Name	Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	OBJ	Sch/Loc	Distrib Amt	PO Amount
					3/12/2009	52892		LEARNIN	LEARNING RESOURCES	RCES					45.83
03/12/09	52893	∢	03/12/09	PARVIZ PI	3/12/2009	03/12/09 PARVIZ PRINTING (OFFICE SUPPL 3/12/2009 52893	Superintende	01.0 PARVIZ F	01.0 00000.0 00000 7100 PARVIZ PRINTING COMPANY, INC.	00000 COMPAN	7100 tY, INC.	4350	0001000	3,298.69	3,298.69
03/12/09	52894	∢	03/12/09		3/12/2009	PSC - ENVIROMENT CONTRACT SE 1	High School u	01.0 3SC - EN	01.0 00000.0 00000 2700 5850 PSC - ENVIROMENTAL SERVICES GROUP	00000 TAL SER	2700 WICES G	5850 SROUP	4010001	4,155.53	4,155.53
03/12/09	52895	∢	03/12/09	HARLAND	3/12/2009	03/12/09 HARLAND TECHNO MAINTENANCE High School u 01.0 3/12/2009 52895 HARLA	High School u	01.0 HARLAN	1 01.0 00000.0 00000 2700 EHARLAND TECHNOLOGY SERVICES	00000	2700 ERVICE	5630 S	4010001	848.00	848.00
03/12/09 52896	52896	∢	03/12/09	03/12/09 DAVID CISNEROS 3/12/20	20	MAINTENANCE Adult School		11.0 DAVID CI	11.0 63900.0 DAVID CISNEROS	41100	1000	5810	0000010	1,000.00	1,000.00
03/12/09 52897	52897	∢	03/12/09	UNISOUR	CE CORP C	03/12/09 UNISOURCE CORP CLEANING SUP Office of Child 12.0 3/12/2009 52897 UNISO	Office of Child	12.0 JNISOUF	1 12.0 50250.0 UNISOURCE CORP.	85000	8100	4370	0000005	185.99	185.99
03/12/09	52898	∢	03/12/09	03/12/09 JOSTENS	3/12/2009	OFFICE SUPPL F	High School u	O1.0 JOSTENS	0.00000	00000	2700	4350	4010001	18.82	18.82
03/12/09 52899	52899	∢	03/12/09	03/12/09 JOSTENS	3/12/2009	OFFICE SUPPL H	High School L	JOSTENS	0.00000.0	00000	2700	4350	4010001	2,566.89	2,566.89
03/13/09 52902	52902	∢	03/13/09 03/13/09 03/13/09		3/13/2009	LACOE - DIVISION F CONFERENCE. Special Proje 3/13/2009 52902		01.0 01.0 01.0 LACOE -	30100.0 00000.0 00000.0 - DIVISION I	00000 2700 5220 00040 00000 7300 5220 00050 00000 7300 5220 00050 FOR SCHOOL IMPROVEMENT	2700 7300 7300 HOOL IM	5220 5220 5220 PROVE	0004030 0005010 0005000 MENT	60.00 30.00 30.00	120.00
03/13/09 52903	52903	∢	03/13/09	CLAREMO	3/13/2009	03/13/09 CLAREMONT USD, I CONFERENCE. Special Proje 3/13/2009 52903		01.0 SLAREM	01.0 73920.0 CLAREMONT USD,	00000 2100 5220 00040 BTSA INDUCTION CLUSTER 4	2100 IDUCTIO	5220 N CLUS	0004030 STER 4	100.00	100.00
03/13/09	52904	¥	03/13/09	ACCREDIT	TING COM N	ACCREDITING COM MEMBERSHIP	Culver Park H	01.0	41100.0	32000	2700	5310	5010000	685.00	

Report ID: LAP0009C Board List Purchase Order Report	Page No.	9
District: 64444 CULVER CITY UNIFIED SD	Run Date:	03/14/2009
Purchase Orders/Buyouts To The Board for Ratification From: 3/2/2009 To 3/13/2009	Run Time:	01:33:14PM

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date

PO Amount Distrib Amt Goal Funct OBJ Sch/Loc ACCREDITING COMMISSION FOR SCHOOLS Fund Res.Prj **Dept/Site** 52904 Description 3/13/2009 Vendor Name Ord # Date Change Stat PO#

685.00

250.00

250.00 2060000 5816 03/13/09 STAR ECO STATIO FIELD TRIPS La Ballona El 01.0 00000.0 16003 1000 STAR ECO STATION 52905 3/13/2009 ⋖ 03/13/09 52905

360,248.77 360,248.77 Total by District: 64444

End of Report LAPO009C

NONPUBLIC SCHOOLS:

\$3,556,009.71 APPROVED YTD: \$ 144,990.20 INCREASES 3/6/09:

\$3,700,999.91 GRAND TOTAL:

CULVER CITY UNIFIED SCHOOL DISTRICT DISTRICT WARRANT 2008 - 2009

COMMERCIAL WARRANTS

FEBRUARY 12, 2009 - MARCH 12, 2009

\$ 1,542,251.90

PAYROLL WARRANTS

FEBRUARY 12, 2009 - MARCH 12, 2009

\$ 3,980,105.10

TOTAL:

\$ 5,522,357.00

9.3 **Approval is Recommended for Acceptance of Gifts**

Board Policy 3290 states the Governing Board may accept any bequest or gift of money or property on behalf of the District that is consistent with the District's vision and philosophy. All gifts, grants, and bequests become District property.

The following items have been donated for use in the District:

Location	Donor/Item(s) Donated
Culver City Elementary Schools	Rotary Club Ms. Darlene Kiyan Dictionaries for all 3 rd grade students
Secondary IMC	Mr. David Reynolds The New Annotated Sherlock Holmes, Volumes I/II
La Ballona Elementary School	Mrs. Mirna Alcantar 60 Reams of white copy paper
	Washington Mutual Bank WaMoola for Schools Programs \$633.72
	Target-Take Charge of Education \$249.03
Farragut Elementary School	Mr. Michael Kayem Dell computer and HP printer
RECOMMENDED MOTION:	That the Board accepts with appreciation the gifts listed.
Moved by:	Seconded by:
Vote:	

				•
			-	

9.4 Certificated Personnel Services Report No. 14

- I. Authorization and Ratification of Employment
 - A. <u>Substitute Teacher</u> District Effective March 9, 2009
 - 1. Orington, Gisele
 - B. <u>Extra Assignment</u> Planning Workshops & Facilitating Induction Program Effective January 1, 2009 through June 30, 2009 at \$35.00 per hour, not to exceed 16 hours
 - 1. Beard, Sheryl
 - 2. Fournier, Antoinette
 - 3. Levit, Amy
 - 4. Wilcox, Kelley
 - C. <u>Extra Assignment</u> Middle School Multicultural Festival Coordinator Effective February 20, 2009 through March 20, 2009 at \$943 stipend
 - 1. Scott Moore, Gloria
- II. Leave

1. Lee, Heather Middle School

Part-Time Leave of Absence Without Pay

From: 100% assignment To: 80% assignment

Effective August 28, 2009 through

June 18, 2010

RECOMMENDED MOTION:

That approval be granted for Certificated Personnel

Services Report No. 14

Moved by:

Seconded by:

9.5 <u>Classified Personnel Services Report No. 14</u>

I. Authorization, Approval & Ratification of Employment

A. Stipend Assignments

1. Luthi, Christopher

Temporary Accompanist

High School – AVPA – Spring Musical Effective February 1, 2009 through

March 22, 2009 Stipend of \$2,278.00

B. Student Helpers

1. Stephenson, Troy

Student Helper – Workability Location outside of district Effective March 3, 2009 Hourly, as needed

II. Authorization, Approval & Ratification of Change of Assignments

1. Pineda, Delmy

Working Out of Classification:

From: Senior Food Service Assistant 6 hours per day, school year

To: Cook

8 hours per day, school year

Food Services

Effective November 18, 2008 through

January 23, 2009

Range 14

2. Frias, Maria

Working Out of Classification:

From: Food Service Assistant

3.5 hours per day, school year

To: Senior Food Service Assistant

6 hours per day, school year

Food Services

Effective November 18, 2008 through

January 23, 2009

Range 10

Classified Personnel Services Report No. 14 - Page 2 9.5

Authorization, Approval & Ratification of Change of Assignments - continued II.

> 3. Sandoval, Lorena

Working Out of Classification:

From: Food Service Assistant

3.9 hours per day, school year

To:

Senior Food Service Assistant 6 hours per day, school year

Food Services

Effective January 5, 2009 through

January 30, 2009

Range 10

III. Authorization, Approval & Ratification of Resignations

1. Alvarez, Crossie Linda Senior Food Service Assistant – Permanent

Food Services - High School 6 hours per day, school year

Retirement

Effective March 6, 2009

Range 10

2. Llorens, Janice Roxanne Clerk Typist II/Bilingual – Permanent

Linwood Howe

8 hours per day, 10 months per year

Personal

Effective March 10, 2009

Range 17

RECOMMENDED MOTION:

That approval be granted for Classified Personnel Services Report No. 14

Moved by:

Seconded by:

3/24/09 9.6

9.6 Approval is Recommended for a Culver City High School Teacher to Attend the Advanced Placement Language/Composition Essay Reading in Daytona Beach, Florida, June 9-17, 2009

Board Policy 4133 states that all out-of-state travel must have Board approval. CCHS teacher Nancy Goldberg requests permission to participate in the AP Language/Composition Essay Reading in Daytona Beach, Florida, June 9-17, 2009. All travel and hotel costs will be paid by the College Board.

RECOMMENDED MOTION:

That the Board approve Nancy Goldberg to attend the AP Language/Composition

Essay Reading in Daytona Beach, Florida,

June 9-17, 2009.

Moved by:

Seconded by:

3/24/09 9.7

9.7 <u>Approval is Recommended for Culver City High School Teacher to Attend</u>
<u>the Advanced Placement European History Reading in Fort Collins,</u>
Colorado, June 11-19, 2009

Board Policy 4133 states that all out-of-state travel must have Board approval. Rachel Snyder, CCHS teacher, requests permission to participate in the AP European History Reading in Fort Collins, Colorado, June 11-19, 2009. All travel and hotel costs will be paid by the College Board.

RECOMMENDED MOTION:

That the Board approve Rachel Snyder to attend the Advanced Placement European History Reading in Fort Collins, Colorado, June 11-19, 2009

Moved by: Seconded by:

9.8 Approval is Recommended for Five Culver City High School Students to Attend the Rotary Youth Leadership Assembly in Blue Jay, CA, April 17-19, 2009

Board policy 6153, Field Trips, specifies that field trips or other student trip activities sponsored by the school district be approved by the Board of Education when they involve an overnight or a more extended stay by students.

Culver City High School teacher Jerry Chabola requests permission to accompany five CCHS students to the Rotary District 5280 Youth Leadership Assembly during Spring Recess. All costs will be paid by the Rotary Club.

RECOMMENDED MOTION:

That the Board of Education approve Five Culver City High School Students to Attend the Rotary

Youth Leadership Assembly in Blue Jay, CA,

April 17-19, 2009

Moved by:

Seconded by:

3/24/09 9.9

9.9 Approval is Recommended for El Marino Language School teachers to
Attend the CARLA Summer Institute in St. Paul, Minnesota: three to attend
June 22-26 and one to attend July 13-17, 2009

Board Policy 4133 states that all out-of-state travel must have Board approval. El Marino teachers request permission to attend the Center for Advanced Research on Language Acquisition (CARLA) Summer Institute, in St. Paul, Minnesota. Hitomi Niimora, Saori Sekiguchi, and Mina Shiratori will attend June 22-26, 2009. Noriko Nagumo will attend July 13-17, 2009. Costs of the trip will be covered through the Foreign Language Acquisition Program (FLAP) Grant.

RECOMMENDED MOTION:

That the Board approve El Marino Language School teachers to Attend the CARLA Summer Institute in St. Paul, Minnesota: three to attend June 22-26 and one to attend July 13-17, 2009.

Moved by:

Seconded by:

10.1 American Citizenship Awards

The American Citizenship Award Program is designed to recognize the students who consistently exhibit the kinds of behavior we want to see displayed in our schools and in our communities. Examples of this behavior include:

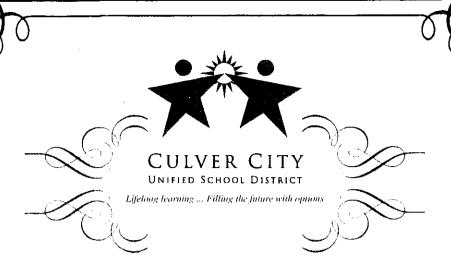
- Participating in school and/or community service
- Showing a positive attitude toward classmates, school, and community
- Displaying an understanding and appreciation of civic responsibility
- Possessing strength of character and the courage to do what is right
- Promoting citizenship with school or community through other activities.

This month eight students, one from each school, will be recognized for their good citizenship.

3/24/09 10.2

10.2 Recognition of Western Los Angeles Dental Society

The Board of Education recognizes the contributions of the Western Los Angeles Dental Society members who volunteer their time every year to conduct district wide dental screenings and referrals.



The Culver City Unified School District Proudly Recognizes and Thanks the

Western Los Angeles Dental Society

WHEREAS, the first comprehensive study on the nation's oral health released recently by the Office of the U.S.

Surgeon General calls dental and oral diseases a "silent epidemic" in children and states that more than
51 million school hours are lost each year to dental-related illness; and

WHEREAS, a recent study pointed to dental care as the most prevalent unmet health need among American children.;

WHEREAS, the Western Los Angeles Dental Society's mission is to unite the dental practitioners in the Western Los Angeles area for the purpose of advancing the art and science of dentistry, providing services and support to the members, and promoting the improvement of the health of the public; and

WHEREAS, 16 volunteer dentists from the Western Los Angeles Dental Society, including oral surgeons, general practice dentists and orthodontists, spent the first week of February providing dental screenings for students on all five CCUSD elementary school camouses: and

WHEREAS, with the help of school nurses and parent volunteers, the volunteer dentists were able to screen a total of 2.186 students, some of whom have not undergone regular dental exams; and

WHEREAS, school nurses will follow up with the families of more than 300 students who failed the screening and need immediate dental intervention; and

WHEREAS. CCUSD School Nurse Dianna Castro said "We feel very fortunate to have such qualified professionals that are willing to volunteer their time to ensure that our students have proper oral hygiene;" and

WHEREAS, Culver City dentist Dr. Ken Harada helped organize the volunteer effort; and

WHEREAS, the following members of the Western Los Angeles Dental Society participated in the volunteer effort: Dr. Jeffrey Donlevy, Dr. Steven Durnas, Dr. Vacharee Felf, Dr. Ken Harada, Dr. Brian Hirayama, Dr. Bennet Kawata, Dr. Gary Massa, Dr. Gary Mori, Dr. Wayne Nakayama, Dr. Noriko Satake, Dr. Richard Schoenbaum, Dr. Benjamin Sun, Dr. Karl Suzuki, Dr. Todd Yamada, Dr. Thomas Ying and Dr. Walden Yu

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Culver City Unified School District hereby recognizes the Western Los Angeles Dental Society and all of its volunteers for their outstanding service to the students of Culver City Unified School District this 24th day of March, 2009.

Jessica Beagles-Roos, Ph.D., President

Saundra Davis, M.A., Vice President

Steven Gourley, Esq., Clerk

C. Scott Zeidman, Esq., Parliamentarian

Dana Russell, D.D.S., Member

Myrna Rivera Coté, Ed.D., Superintendent (

3/24/09 10.3

10.3 "Schools to Watch" Presentation

State Superintendent of Public Instruction Jack O'Connell recognized Culver City Middle School as one of seven California Schools re-designated as model middle schools in the "Schools to Watch – Taking Center Stage" (STW-TCS) program.

Principal Jon Pearson will present information on the middle school programs that have distinguished Culver City Middle School as a "Schools to Watch – Taking Center Stage" school.

12.1 Enrollment Report

The attached report displays enrollment information for the sixth month of the 2008-2009 school year. The report is presented in two formats: a monthly detail and a summary comparison.

The first report shows total K-12 site enrollment by grade level on the last day of a specific four-week period. These reporting periods are categorized as 1st School Month through 12th School Month and rarely coincide with calendar months. This report also lists enrollment totals in the Adult School and State Preschool Program.

The second report is a comparative document that shows the current year's monthly enrollment and the previous year's enrollment for each K-12 site location.

Culver City Unified School District

Enrollment for the 6th School Month (1/12/09 - 2/6/09) 2008 - 2009

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	118	80	81	100	80	0	459
1	120	77	76	75	7 7	1	426
2	118	80	80	58	77	0	413
3	120	82	81	80	79	0	442
4	117	76	79	87	73	2	434
5	114	89	90	89	81	0	463
Spec Class	0	6	5	0	24	0	35
Elementary Total	707	490	492	489	491	3	2672

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	502			1	503
7	489			0	489
8	501			2	503
9		609	0	5	614
10		592	4	10	606
11		504	40	19	563
12		504	32	17	553
Spec Class	31	43	0	0	74
Secondary Total	1523	2252	76	54	3905

Total	K-12	Enrollment	6577

PRESCHOOL

·	vood we	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
5	2	16	39	8	87	97	299

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	Voc. Education	Older Adults Prog	High School Subjects	Total
185	750	0	21	184	1011	249	2400

Notes:

- 1. These enrollment figures represent the total number of sections. A single student may be enrolled in
- 2. Of the 249 students enrolled in high school subjects, 30 concurrently attend high school

Culver City Unified School District

Enrollment Comparison 07-08 vs 08-09

	1:	st	2r	nd	31	rd	41	h	51	:h
ELEMENTARY	School	Month	School	Month	School	Month	School	Month	School	Month
	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09
El Marino	696	707	700	707	~ 701	707	696	705	708	708
El Rincon	494	486	496	489	496	488	497	487	495	486
Farragut	494	490	497	491	498	490	499	490	494	493
La Ballona	486	498	484	500	487	499	487	491	486	487
Linwood Howe	488	486	489	490	493	489	490	487	489	488
Ind. Study	0	2	\$\$ \$ CE O	2	0	2	<i>*</i> − 2	2	- 2	2
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
	1.00						7 - 1438 F			
Elementary Total	2658	2669	2666	2679	2675	2675	2671	2662	2674	2664

	1:	st	21	nd	31	rd	41	th	51	h
SECONDARY	School	Month	School	Month	School	Month	School	Month	School	Month
	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09
Middle School	1579	1526	1583	1531	1586	1530	1582	1525	1577	1525
High School	2198	2310	2192	2302	2184	2290	2168	2297	2177	2273
Culver Park	68	76	67	75	66	74	70	75	68	72
Ind. Study	54	48	56	51	57	59	. 62	59	62	58
Special Ed	Incl	Incl	Incl	Incl	% §Incl	Incl	<i>i</i> Incl	Incl	Incl	Incl
Secondary Total	3899	3960	3898	3959	3893	3953	3882	3956	3884	3928

K-12 Total	6557	6629 6564	6638 6568	6628 6553	6618 6558	6592

Culver City Unified School District

Enrollment Comparison 07-08 vs 08-09

	6t	h	71	th	81	th	91	th	10	th	11	th
ELEMENTARY	School	Month	School	Month	School	Month	School	Month	School	Month	School	Month
	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09
El Marino	699	707	696		694		699		700		696	
El Rincon	495	490	499		500		494		496		496	
Farragut	493	492	492		491	-	492		491		490	
La Ballona	488	489	487		487		487		488		488	
Linwood Howe	493	491	495		494		493		492		490	
Ind. Study	3	3	* 3		3		. 3		_ 3		3	
Special Ed	- Incl	Incl	Incl	Incl	Incl	Incl	ં Incl	Incl	* Incl	Incl	22-12-12-12-12-12-12-12-12-12-12-12-12-1	Incl
	#15 R S		and the state of t		学生等							
Elementary Total	2671	2672	2672	0	2669	0	2668	0	2670	O	2663	0

	61	th	7	th	8	th	9	th	10	th	11	th
SECONDARY	School	Month	School	Month	School	Month	School	Month	School	Month	School	Month
	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09	07-08	08-09
Middle School	1570	1523	1559		1558		1559		1552		1552	
High School	2168	2252	2158		2149		2142		2140		2139	
Culver Park	72	76	76		76		78		77	_	76	
Ind. Study	62	54	64		67		71		71		62	
Special Ed	Incl	Incl	Incl	Incl	Incl	Inci	Incl	Incl	incl	Incl	207. 1 kg =00. tex	Incl
	100 G T (C.)						克拉克特				16.19.22	_
Secondary Total	3872	3905	3857	0	3850	0	3850	0	3840	0	3829	0

K-12 Total	6543	6577 6529	0 6519	0 6518	0 6 510	0 6492	0

14.2a Approval is Recommended for the Culver City Unified School District and Tri-City SELPA Annual Service Plans and Budget Plans

In compliance with the Individuals with Disabilities Education Act (IDEA), as amended in 2004, and California Education Code (EC) Section 56205 (b)(2) and Section 56001(a), the Board of Education must approve the submission of the Culver City Unified School District and Tri-City SELPA Annual Service Plans and Budget Plans. This submission follows a public hearing requesting input on March 24, 2009. The Tri-City SELPA member districts are Culver City Unified School District, Santa Monica-Malibu Unified School District and Beverly Hills Unified School District. Culver City Unified School District is the Administrative Unit.

RECOMMENDED MOTION: That the Board approves the Culver City Unified School District and Tri-City SELPA

Service Plans and Budget Plans for 2008-

2009.

Moved by: Seconded by:

Vote:

CCUSD

ANNUAL BUDGET PLAN FISCAL YEAR: 08-09

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The SACS Codes provide source information from the LEA(s) reporting.

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2 (commencing with Section 56836). (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal)	\$6,596,505.56
В	Administrative costs of the plan.	SACS Goal Code 5001 Function 2100	\$250,325.00
С	Special Education services to pupils	SACS Goal Code 5710	0
	with severe disabilities (1) and low incidence disabilities (2).	SACS Goal Code 5730	\$404,424.00
		SACS Goal Code 5750	\$3,959,931.00
D	Special education services to pupils with non-severe disabilities.	SACS Goal Code 5770	\$4,064,090.00
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.	Any SACS Goal Code with SACS Function Code 1130	\$78,294.00
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6	SACS Goal Code 5050	0
	(commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5060	\$232,871.00
O	The use of property taxes allocated to the special education local plan area pursuant to Section 2572.	Statement is included in	Local Plan

	~	FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Received by the Superinte	ndent of Pi	ublic Instruction: Date: By:		

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS 11 of Education SELPA CULVER CITY UNIFIED SCHOOL DISTRICT Speci-

California Department of Education Form ASP-01a (rev 10/08)

	250	<u> </u>	230	220	210	
A THE PARTY OF THE	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	Service coordination (ages 0-2 only)	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	
	×	×			×	Adopted
						Adopted Modified
			×	×		Not Currently Utilized
	34 CFR sections 300.34 (c)(3), 300.226	34 CFR sections 300.34 (c)(3), 300.226	34 CFR sections 300.34 (c)(3), 300.226	34 CFR sections 300.34 (c)(3), 300.226	34 CFR sections 300.34 (c)(3), 300.226	Compliance Standard (Legal Requirement)

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS 10/08) SELPA CULVER CITY UNIFIED SCHOOL DISTRICT Specinology

California Department of Education Form ASP-01a (rev 10/08)

				effectively in the total school program	
5 CCR section 3051;			×	Individual and small group instruction: Instruction delivered one-to-one or in X a small group as specified in an IEP enabling the individual(s) to participate	350
30 EC section 56364			×	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	340
34 CFR section 300.39(b)(3)			×	the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	330
34 CFR sections 300.34 (c)(3), 300.226	×			Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)	270
34 CFR sections 300.34 (c)(3), 300.226			×	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	260
Compliance Standard (Legal Requirement)	Not Adopted Modified Currently Utilized	Modified	Adopted	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	CASEMI S Code

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS SELPA CULVER CITY UNIFIED SCHOOL DISTRICT Special Colors

California Department of Education Form ASP-01a (rev 10/08)

435	425	415	CASEMI S Code
Health and nursing - specialized physical health care services: Specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.		Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
×	×	×	Adopted
			Modified
			Not Adopted Modified Currently Utilized
5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107; CEC section 49423.5(d)	5 CCR section 3051.5; 30 EC section 56363; 34 CFR sections 300.108, 300.39 (b)(2)	5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)	Compliance Standard (Legal Requirement)

SELPA CULVER CITY UNIFIED SCHOOL DISTRICT SERVICE DESCRIPTIONS Special Education Division

77.0	California Department of Education SELPA CULVER CITY UNIFIED SCHOOL DISTRICT Form ASP-01a (rev 10/08)	L DISTRI	CI	် န	Special Education Division
CASEMI S Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Not Adopted Modified Currently Utilized	Not Currently Utilized	Compliance Standard (Legal Requirement)
	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	×			5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's				5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.6, 300.105
	training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	×			

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) ***OFF EXTENTIONS ***OFF EXTENTIONS

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SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

510	450	450	CASE S Co
Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	registered physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	SPECIAL EDUCATION S Code SERVICE CATEGORY DESCRIPTIONS
red ing	ent onal and X	aff ties,	, A
			\dopted
			Modified
			Not Adopted Modified Currently Utilized
5 CCR section 3051.9; 34 CFR section 300.34(c)(2)	5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(9): B&PC Chapter 5.7 section 2600 - 2696; GC-Interagency Agreement Chapter 26.5 section 7575(a)(2)	5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(6)	Compliance Standard (Legal Requirement)

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS **tof Education** SELPA CULVER CITY UNIFIED SCHOOL DISTRICT Specing (CASEMIS)

California Department of Education Form ASP-01a (rev 10/08)

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525	520	515	CASEMI S Code
Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students. These supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
			vdopted
			Adopted Modified
			Not Currently Utilized
5 CCR section 3051.13; 34 CFR section 300.34(c)(14)	5 CCR section 3051.11; 34 CFR section 300.34(c)(8)	34 CFR sections 300.24 (b)(2), 300.306; 5 CCR section 3051.9	Compliance Standard (Legal Requirement)

California Department of Education Form ASP-01a (rev 10/08) SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

610	545	540	535	530	CASEMI S Code
Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	Day treatment services : Structured education, training and support services to address the student's mental health needs.	A systematic implementation of procedures ve changes in the student's behavior iety of community settings, social contacts, e least restrictive environment.	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
×	×	×	×	×	Adopted Modified
			i.		Modified
					Not Currently Utilized
5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34	Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, section 5671	Health & Safety Code, Div.2, Chap.3, Article 1, section 1502(a)	5 CCR section 3001(d); 34 CFR section 300.34 (c)(10)	5 CCR section 3051.10; 34 CFR section 300.34 (c)(10)	Compliance Standard (Legal Requirement)

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SERVICE DESCRIPTIONS
SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

725	720	715	710	CASEMI S Code
Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	Audiological services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
×	×	×	×	Adopted
				Adopted Modified
				Not Currently Utilized
5 CCR section 3030(d); 30 EC section 56364.1	5 CCR section 3051.2; 34 CFR section 300.34 (c)(1)	5 CCR section 3051.16; 34 CFR section 300.34 (c)(4)	5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34	Compliance Standard (Legal Requirement)

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SERVICE DESCRIPTIONS
SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

755 Transcription Services Any transprint to a mode of communication include dictation services as it materials anything necessary for instruction	750 Note taking servic purpose of taking numbers and include, but transcription of tape take notes. This does take notes.	745 Reading Services	740 Specialized orthopedic unique needs of students materials and equipment	735 Braille transcription to Braille. It may incompared instruction. The transcription instruction to Braille. It may incompared instruction. The transcription in the property of the propert	<u> </u>	COCC
Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.		Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	Braille transcription : Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	SERVICE CATEGORY DESCRIPTIONS
		×	×	×	×	
						*iodiliod
×	×					Utilized
5 CCR section 3051.16	5 CCR section 3051.16	5 CCR section 3051.16	5 CCR sections 3030(e), 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(8)	5 CCR section 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(13)	5 CCR section 3051.3; 30 EC section 56363; 34 CFR section 300.34 (c)(7)	(Legal Requirement)

California Department of Education Form ASP-01a (rev 10/08)

SERVICE DESCRIPTIONS
SELPA CULVER CITY UNIFIED SCHOOL DSITRICT

5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43		×	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	850
		×	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	840
		×	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	830
1		×	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	820
	×		Recreation services, includes therapeutic recreation: therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	760
Not urrently Utilized	Not Adopted Modified Currently Utilized	Adopted	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	CASEMI S Code

California Department of Education Form ASP-01a (rev 10/08)

SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

890 Other trans	870 Travel Trair	Agency link managemen under this pa individualize as title I of th the Social S (supplement	Mentoring: and teacher encouragem respect to a either formal naturally thro	Job Coachi guidance to aspects of th coach who is determine he formulate a t	CASEMI S Code
Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	Travel Training (includes mobility training)	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
×	×	×		×	Adopted
					Modified
			×		Not Adopted Modified Currently Utilized
	5 CCR section 3051.3; 34 CFR sections 300.39 (c)(7)	30 EC section 56341.5 (f); 34 CFR section 300.344 (3)(b)	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	Compliance Standard (Legal Requirement)

SERVICE DESCRIPTIONS
SELPA CULVER CITY UNIFIED SCHOOL DISTRICT

California Department of Education

Fo	Form ASP-01a (rev 10/08)				
CASEMI S Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Not Adopted Modified Currenth Utilized	Not Currently Utilized	Compliance Standard (Legal Requirement)
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	×			

Tri-Selpa ANNUAL BUDGET PLAN FISCAL YEAR: 08-09

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The SACS Codes provide source information from the LEA(s) reporting.

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2 (commencing with Section 56836). (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal)	\$4,415,187.3
В	Administrative costs of the plan.	SACS Goal Code 5001 Function 2100	\$147,585.00
С	Special Education services to pupils	SACS Goal Code 5710	0
	with severe disabilities (1) and low incidence disabilities (2).	SACS Goal Code 5730	0
		SACS Goal Code 5750	0
D	Special education services to pupils with non-severe disabilities.	SACS Goal Code 5770	\$3,600.00
Ε	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.	Any SACS Goal Code with SACS Function Code 1130	0
TT.	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6	SACS Goal Code 5050	0
	(commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5060	0
G	The use of property taxes allocated to the special education local plan area pursuant to Section 2572.	Statement is included in	Local Plan

	FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Received by the Superintendent of Pu	blic Instruction: Date: By:	

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SELPA TRI-CITY SELPA

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS t of Education SELPA TRI-CITY SELPA 10/08)

California Department of Education Form ASP-01a (rev 10/08)

5 CCR section 3051; 30 EC section 56441.2			×	Individual and small group instruction: Instruction delivered one-to-one or in X a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program	350
30 EC section 56364			×	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	340
34 CFR section 300.39(b)(3)			×	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	330
34 CFR sections 300.34 (c)(3), 300.226	×			Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)	270
34 CFR sections 300.34 (c)(3), 300.226			×	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	260
Compliance Standard (Legal Requirement)	Not Adopted Modified Currently Utilized	Modified	Adopted	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	CASEMI S Code

California Department of Education Form ASP-01a (rev 10/08)

SELPA TRI-CITY SELPA

		<u> </u>	
435	425	415	CASEMI S Code
Health and nursing – specialized physical health care services: Specialized X physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
			Adopted
			Modified
			Not Opted Modified Currently Utilized
5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107; CEC section 49423.5(d)	5 CCR section 3051.5, 30 EC section 56363; 34 CFR sections 300.108, 300.39 (b)(2)	5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)	Compliance Standard (Legal Requirement)

California Department of Education Form ASP-01a (rev 10/08)

SELPA TRI-CITY SELPA

445	436	CASEMI S Code
Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. X	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
×	×	Adopted
		Modified
		Not Adopted Modified Currently Utilized
5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.6, 300.105	5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107	Compliance Standard (Legal Requirement)

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SERVICE DESCRIPTIONS
SELPA TRI-CITY SELPA

525	520	515	CASEM S Code
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Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.	counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students. These services are expected to supplement the regular guidance and counseling	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
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			Modified
			Not Adopted Modified Currently Utilized
5 CCR section 3051.13; 34 CFR section 300.34(c)(14)	5 CCR section 3051.11; 34 CFR section 300.34(c)(8)	34 CFR sections 300.24 (b)(2), 300.306; 5 CCR section 3051.9	Compliance Standard (Legal Requirement)

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610	545	540	535	530	CASEMI S Code
Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	Day treatment services : Structured education, training and support services to address the student's mental health needs.	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
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		-			Modified
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5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34	Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, section 5671	Health & Safety Code, Div.2, Chap.3, Article 1, section 1502(a)	5 CCR section 3001(d); 34 CFR section 300.34 (c)(10)	5 CCR section 3051.10; 34 CFR section 300.34 (c)(10)	Compliance Standard (Legal Requirement)

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SELPA TRI-CITY SELPA SERVICE DESCRIPTIONS

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egory of services provided to ssment of functional vision; udent's educational needs on in areas of need; concept skills (including alternative career, vocational, and on of other personnel ribers, readers, counselors, all staff, and others) and	measurements of acuity, ation system use. Consultation ologists must be identified in the ntact; infrequent contact is ed.	ices: Sign language interpretation of spoken language to se communication is normally sign language, by a qualified sign eter. This includes conveying information through the sign ident or consumer and tutoring students regarding class the sign system of the student.	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
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				Modified
				Not Adopted Modified Currently Utilized
5 CCR section 3030(d); 30 EC section 56364.1	5 CCR section 3051.2; 34 CFR section 300.34 (c)(1)	5 CCR section 3051.16; 34 CFR section 300.34 (c)(4)	5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34	Compliance Standard (Legal Requirement)

SERVICE DESCRIPTIONS
SELPA TRI-CITY SELPA

735	735		730	CASEMI S Code	7.0
Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.		Braille transcription : Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	California Department of Education Form ASP-01a (rev 10/08) SELPA TRI-CITY SELPA
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				Not Currently Utilized	St
5 CCR sections 3030(e), 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(8)		5 CCR section 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(13)	5 CCR section 3051.3; 30 EC section 56363; 34 CFR section 300.34 (c)(7)	Compliance Standard (Legal Requirement)	Special Education Division

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS) SERVICE DESCRIPTIONS 10/08) SELPA TRI-CITY SELPA 10/08)

California Department of Education Form ASP-01a (rev 10/08)

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Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	Recreation services, includes therapeutic recreation: therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS
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:	·				Modified
				×	Not Adopted Modified Currently Utilized
5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	34 CFR sections 300.39 (b)(5), 300.43	5 CCR section 3051.15; 34 CFR section 300.34 (c)(11)	Compliance Standard (Legal Requirement)

California Department of Education Form ASP-01a (rev 10/08)

SERVICE DESCRIPTIONS
SELPA TRI-CITY SELPA

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Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	Travel Training (includes mobility training)	management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	
					dopted
					Modified
	:		×		Not Adopted Modified Currently Utilized
	5 CCR section 3051.3; 34 CFR sections 300.39 (c)(7)	30 EC section 56341.5 (f); 34 CFR section 300.344 (3)(b)	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43	Compliance Standard (Legal Requirement)

SERVICE DESCRIPTIONS
SELPA TRI-CITY SELPA

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			×	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	900
Compliance Standard (Legal Requirement)	Not Currently Utilized	Not Adopted Modified Currently Utilized	Adopted	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	CASEMI S Code

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14.2b <u>Approval is Recommended for the Single Plan for Student Achievement (SPSA)</u> for El Rincon

Education Codes 52853 and 52855 require school plans to be annually reviewed, revised and submitted to the Board of Education for approval. El Rincon Elementary School is submitting their Single Plan for Student Achievement.

RECOMMENDED MOTION: I

That the Board approve the Single Plan for

Student Achievement, as submitted, for

El Rincon Elementary School.

Moved by:

Seconded by:

Vote:

SCHOOL:	El Rincon	

SINGLE PLAN FOR STUDENT ACHIEVEMENT REVIEWING CHECKLIST

<u>Yes</u>	<u>Needs</u>	<u>No</u>		
	Improvement			
			I.	Cover Sheet
			II.	School Vision and Mission
			III.	School Profile
			IV.	Comprehensive Needs Assessment Components
				A. Data Analysis
				B. Surveys
				C. Classroom Observation
				D. Student Work and School Documents
				E. Analysis of Current Instructional Program
			V.	Description of Barriers and Related School Goals
			VI.	Planned Improvement in Student Performance
				A. Appendix A – School and Student Performance Data
				B. Appendix B – Analysis of Current Instructional Program
				C. Appendix C – Programs Included in this Plan
				D. Appendix D – Recommendations and Assurances
				E. Appendix E – Home School Compact
				F. Appendix F – School Site Council Membership
COMMEN	VTS:			
				<u></u>
PLAN RE	AD BY:			DATE:

The Single Plan for Student Achievement

El Rincon Elementary School

School Name

19-64444-6012678 CDS Code

Date of this revision: 2/21/2009

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California Education Code sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the Single Plan for Student Achievement.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:

Dr. E. T. Tracy

Position:

Principal

Telephone Number:

(310) 842-4340

Address:

11177 Overland Ave.

Culver City, CA 90230-5454

E-mail Address:

tomtracy@ccusd.org

Culver City Unified School District

School District

Superintendent:

Dr. Myrna Rivera Coté

Telephone Number:

(310) 842-4220

Address:

4034 Irving Place Culver City, CA 90232

E-mail Address:

myrnariveracote@ccusd.org

The District Governing Board approved this revision of the School Plan on March 5, 2009.

II. School Vision and Mission

CULVER CITY UNIFIED SCHOOL DISTRICT MISSION STATEMENT

The mission of the Culver City Unified School District, a diverse haven of excellence, is to ensure that each student possesses the academic skills necessary to achieve his/her highest potential as a valued, responsible member of society by providing challenging, personalized educational experiences in a safe, nurturing environment and by fostering a passion for teaching and learning with committed parent and community involvement.

EL RINCON ELEMENTARY SCHOOL MISSION

The mission of El Rincon Elementary School is to provide students with a quality learning environment in which they will experience optimum academic growth, develop social skills, and work in partnership with parents in support of student learning, growth and development.

OUR VISION STATEMENT

"To purposefully implement the most effective, research based, strategic instructions that drive our students to expand their level of learning, and educational experience to meet all grade level curriculum content standards."

EL RINCON ELEMENTARY SCHOOL BELIEF STATEMENTS

- We respect, honor, and acknowledge the diversity of all students and all cultures in our classroom.
- We, as educators, hold ourselves accountable to the highest standards and, to that end, we are committed to ongoing professional development.
- We provide a safe, clean, and nurturing environment that promotes each child's social and emotional growth and well being.
- We believe that family involvement is essential to each student's academic success.
- We hold our students to high expectations, provide all students access to a rigorous curriculum, and support all in mastering the academic standards in language arts, mathematics, social studies, science and the arts.
- We believe our community is contributory to the safety, success, and support of our students and their families.

III. School Profile

"We are Cougars!" This is instilled in all of our students, parents, and teachers at El Rincon Elementary School. What does it mean to be a Cougar? It means that there is a deep and consistently reinforced pride in our school. To be a Cougar, one must value their education, always try to do their best, respect themselves and others, and remember that it may not be how we start acquiring our education but how and where we finish.

If you were to visit our school on Cougar Pride Friday, you would hear our pep rally which involves positive messages, achievement awards, cougar performances, and a litany of words and accolades for our students, our teachers, and our parents. There are approximately 500 students who attend El Rincon Elementary School. All of our teachers are credentialed and highly qualified, or are in the final phase of becoming highly qualified as specified by the NCLB requirements.

To look at the faces of our students, you would see a beautiful microcosm of the world. At El Rincon 47% of our students are African American, 28% are Hispanic, 18% are Caucasian, 4% are Asian and less than 3% are a wonderful grouping of Egyptian, Ethiopian, Nigerian, and Ghanaian children. Our school grounds are full of vast greenery and beautiful landscaping which all provide plenty of places for children to run and play.

Our staff consists of 26 teachers which include 23 classroom teachers, one Special Day Class teacher, a Physical Fitness teacher, a Resource teacher and a Speech and Language teacher. We have a Family Center located on our campus which provides small group help for families who are Medi-cal recipients. In addition, we have a library staffed with a full time librarian and a computer lab staffed with a full time computer technology aide.

El Rincon parents are encouraged to participate in all areas of our school. They serve on curriculum committees and advisory boards (SSC, ELAC). Parents participate in the PTA, Booster Club, family events night, Open House, Book Fairs, field trips, tutoring, parenting classes, and through our Morning Coffee Advisory Group. We encourage our parents to communicate with their child's teacher at any time through email or by phone. Parents are encouraged to communicate with the Principal at any time during the day by stopping by, sending an email, or by telephone.

IV. Comprehensive Needs Assessment Components

A. Data Analysis (See Appendix A)

El Rincon is rich with cultural diversity. Our cultural groups include African American, Asian, Hispanic, and White. African Americans make up the largest portion of our school population, 47% or 143 students. The next largest population is our Hispanic cultural group. The Hispanics make up 28% of the school population or 84 students. The white cultural group make up 18% of the school population, or 54 students, and the Asian culture make up 4% of the school population with 12 students.

When looking at the data, one notices that our English Learner group of students makes up 15% of the total school population with 46 students. The Economically Disadvantaged student group contributes to 41% of the total population with 126 students. Our Students with Disabilities make up 6% of the population with 19 students.

The school's API has shown steady growth over the past three years. In 2006, we went from a base API of 796 to 814. In 2007, we moved from 812 to 815. And in 2008, we lunged forward from a base of 827 to 835. In looking at the data, one can see that our school has reached the targeted 800 API across the board in all student groups; African Americans 831, Hispanic 800, and White 876. However, the Economically Disadvantaged subgroup suffered a bit of a set back in 2008 dropping its API to 782.

B. Surveys

Our surveys showed that the El Rincon parents, teachers, and students are satisfied with our school. Parents are satisfied with the overall academic curriculum, but indicated that there are areas needing some improvement. Results indicate a need for supplemental resources in social studies and science. However, the survey was concluded prior to us opening the new Science Discovery Lab. Computers were another area in which surveys showed needing improvement. Currently, we have 2 computers in each classroom. However, the operating systems are outdated limiting the student ability to stay up with current computer technology programs. Overall, technology within El Rincon is in need of updating. We are quite fortunate to have the TIE grant to assist us with our understanding of how to use and expand the use of technology in the classroom.

C. Classroom Observations

During the 2007-2008 school year, El Rincon improved on its API score moving from 827 up to 835, an increase of 8 points. For as impressive as this may initially sound, one of our sub groups was not able to reach its targeted growth of 4 points. Our Socioeconomically Disadvantaged sub group held an API of 796 and was given a 4 point goal for the year. However, this sub group was not able to make the 4 point gain, but instead lost 14 points. The Socioeconomically Disadvantaged sub group now has an API score of 782. Even though this group did not make its API growth, it was able to meet its AYP growth criteria, along with the rest of the school

To improve upon our scores for all students, the faculty continues to examine benchmark and CST data to determine areas of strength and areas of weakness in student assessments. By using this data, we will gain a fairly accurate picture of what it will take to ensure success on this year's CST. Teachers collaborate and identify intervention strategies for students struggling to reach grade level standards. The teacher collaboration not only identifies intervention strategies, but creates a discussion of best practices to be used in the classroom with the students. By differentiating the instruction, teachers are better able to meet the needs of their students who have different learning styles. Each classroom has a chart containing the essential standards for an easy and continual reminder of the standards taught under our standards based curriculum. In addition, teachers are listing the learning objective for both math and language arts on their white boards as another reminder of the day's lessons, and as a review piece. We believe these strategies and additions to the classroom environment will help to fill in the learning gaps of our students.

D. Student Work and School Documents

2007-2008 was the first year of implementation of the Galileo Benchmark Assessment for the 1st - 5th grades. The teachers and administrator work dilligently to support students taking their assessments. Teachers are using and learning more about the capabilities of the Galileo program. They are able to use the information to identify and disaggregate student data to drive instruction. We are continuing to learn more about and improve our skills with the Galileo program.

This year, we are focused on learning the benchmark programs and having our students take the assessments on line. Through this next step to bring more technology into the classroom, teachers will be able to retrieve benchmark data sooner from the Galileo program. Students will receive their assessment results much quicker, and interventions or next best practices can begin sooner. We have agreed that "going green" is another goal we want to begin working on. By taking benchmark assessments on line, we have initiated the "going green" goal.

El Rincon Elementary School teachers have participated in ongoing professional development on differentiated instruction to help meet the needs of individual students and to accommodate a variety of learning styles. We continue to integrate technology and science across the curriculum throughout each grade level. The maintenance of a safe and secure learning environment is of paramount importance. We support a progressive schoolwide discipline plan focusing on the positive aspects of catching our students doing something good. We offer positive incentives such as Cougar Coins, classrooom awards, and Student of the Month awards. We believe that being clear and consistent with our behavior based rewards and consequences help the students understand what is expected of them. Character development is taught throughout the district along with the Drug/Violence Prevention program, weekly schoolwide assemblies, and classroom recognition.

E. Analysis of Current Instructional Program (See Appendix B)

The following state and local assessments are used to improve acheivement and to inform and modify instruction:

- · Galileo Benchmark Assessments in Language Arts and Mathematics
- Star Test Data
- Open Court Reading Assessments
- Fluency Assessments
- District developed Math Assessments
- Teacher Created Assessments
- Johnston Spelling Inventory
- Basic Phonics Skills Test (BPST)
- Phonemic Awareness Assessments (K-1st grade)

El Rincon teachers are using the Galileo Benchmark Assessment data to drive instruction, design interventions and as a tool for differentiation of instruction. 1st through 5th grade teachers are able to use the data from trimester benchmark assessments to determine success on the CST. Teachers working in grade level teams retrieve data from the Galileo program. They examine the data from the Developmental Profile and At-Rist Analysis reports to determine student academic needs.

We have ongoing instructional support provided by our ELD TOSA's and Data TOSA'S. The ELD TOSA's assist and provide instructional strategies and resource support for teachers with ELD students. The Data TOSA's provide support and training to the teachers when using Galileo and other data to design and drive instruction. The Data TOSA's also provide instructional training on how to use Galileo and its capabilities.

El Rincon teachers adhere to the standards based instruction as outlined in the California Content Standards. All instructional materials are standards based and the social science materials are from the recent state program adoption. Essential standards have been identified and are being taught across each grade level. Each teacher has a poster of the essential standards hanging up in their classrooms.

V. Description of Barriers and Related School Goals

El Rincon Elementary School has a diversified population. 41% of the student population is designated as Economically Disadvantaged, which is defined as students who receive free/reduced-price school lunches and/or students who qualify for other public assistance. During the past three years, our Economically Disadvantaged students have made their Annual Yearly Progress (AYP) which is a required percentage of students scoring at "Proficient or Advanced" on the California Standards Test as determined by the California Department of Education. However, that same group failed to make its projected API increase of 4 points and consequently fell short of making its targeted AYP goal of 800 in 2008. Although, schoolwide there has been impressive progress in both math and language arts performances on the CST, the API score dropped significantly for the economically disadvantaged subgroup, making their scores significantly lower than all other subgroups.

The School Site Council has analyzed the available student performance data for all students including English language learners, economically disadvantaged students, gifted and talented students, and students with exceptional needs. The council has also obtained and considered input from the community. Based upon this analysis, the council has established the following performance improvement goals:

READING:

- Phonemic Awareness-Kindergarten and 1st Grade Possible barriers to proficient performance include:
 - Primary home language is not English
 - Limited language experience in all languages
 - Lack of experience listening to literature
 - Lack of additional support staff to facilitate small group or individual instruction
 - · Student exposed to more than one language at home
 - Increase in certain handicapping conditions, such as autism, auditory processing problems, and ADHD
 - Lack of pre-school attendance (an academic pre-school such as The Office of Child Development)
 - Increased use of computer games vs. reading books and listening to stories
 - Not enough kinesthetic methods used to teach decoding
 - More parents functionally illiterate in all languages
 - Parents working more than one job, leaving no time for children
 - Economy negatively impacting population of El Rincon for last several years, therefore, increasing the
 percentage of economically disadvantaged students
 - Students entering after K/1st grade do not get our early foundation
- 2. Word Analysis and Vocabulary Development-Grades 2-5

Possible barriers to proficient performance include:

- · Limited vocabulary development
- Limited English accquisition of academic language
- High percentage of students are English Language Learners
- Limited opportunities to engage in conversations in the formal register
- Weakness in parental participation in reading homework
- Limited parctice in vocabulary usage once introduced
- Not enough teaching of phonemic awareness/decoding skills past second grade
- 3. Reading Comprehension- Grades 2-5

Possible barriers to proficient performance include:

- High percentage of students who are English language learners
- Limited English vocabulary
- Limited proficiency in académic language
- Limited instruction from the home environment in concept development and inferential comprehension
- Increased incidence of spectrum disorders (autism, asbergers, OCD, ADD, ADHD)
- Spectrum disorders affect ability to abstract
- No remediation going on in the classroom

WRITING:

1. Writing Strategies-Grades 2-5

Possible barriers to proficient performance include:

- High percentage of students are English Language Learners
- Language register is casual
- Limited proficiency in academic language
- Limited vocabulary
- · Lack of writing modeled by teachers
- · Long absences and frequent absences
- Weakness in oral language skills
- Not enough direct teaching or guided instruction in the writing process

MATHEMATICS:

- Algebra and Functions & Number Sense- Grades K-5
 Possible barriers to proficient performance include:
 - Weakness in parent participation in homework follow-through
 - Weak English language proficiency
 - · Limited vocabulary of the discipline
 - Ever increasing cognitive load required by multi-step problems
 - Weak basic skills in addition, subtraction, multiplication and division
 - Lack of professional development in mathematical concept and development
 - Not enough practice time once concept is introduced

SOCIAL STUDIES:

- Improve report grades in Social Studies
 Possible barriers to proficient performances include:
 - Lack of instructional time
 - Weak background knowledge
 - · Limited academic language
 - · Weak reading comprehension
 - Lack of professional development in content area

SCIENCE:

- Increase percent of 5th Grade students scoring Proficient and Advanced on CST Science Possible barriers to proficient performance include:
 - · Limited instructional time for science
 - Lack of exposure to and knowledge of the language of the discipline
 - Primary grades require additional materials
 - Lack of measurable assessment
 - · Weak background knowledge base

VI. Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

SCHOOL GOAL # 1 (Based on conclusions from Analysis of Program Components and Student Data pages) All students in grades K-5 will increase their Reading/Language Arts skills of Phonemic Awareness, Reading Comprehension, Word Analysis and Vocabulary Developments determined by grade level standards.								
Student groups and grade levels to participate in this goal: Kindergarten and 1st Grade-82% of students will meet or exceed district benchmarks for all four areas of phonemic awareness.	Anticipated annual performance growth for each group: Grades 2-5 - Students in grades 2-5 will score 60% of answers correct in the reading comprehension section of the California Standards Test and increase 5% thereafter.							
Grades 2-5 - Students in grades 2-5 will score 60% of answers correct in the Reading Comprehension section of the California Standards Test.								
Grades 2-5 - Students in grades 2-5 will score 70% of the answers correct in the Word Analysis and Vocabulary Development portion of the California Standards Test.								
Means of evaluating progress toward this goal: Phonemic Awareness: District Benchmark Assessment for K-1.	Group data to be collected to measure academic gains: District Benchmark Assessments							
Reading Comprehension: CST	CST							
Word Analysis and Vocabulary Development: CST	Curriculum Embedded Assessments							

Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Provide professional development for teachers with a focus on increasing familiarity with District benchmark assessments (Galileo) and rubrics, differentiated instruction, and best strategies for English language development.	on-going		·	SI, AB 1802
Purchase additional appropriate supplemental materials.	on-going			SI, AB 1802
Implement daily time for workshop (universal access and flexible grouping strategies) in all classrooms.	on-going	no charge		SI
Provide literacy instruction training for parents and Family Literacy Nights.	on-going			SI, AB 1802
Enhance classroom and site library collections.	on-going	ĺ		SI
Continue to learn and implement best instructional practices (i.e. Marzano, Bloom, Kame'enui, Hill & Flynn).	on-going			SI, AB 1802
Use Accelerated Reader Program to supplement fluency and comprehension practice.	on-going			

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading turn" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit (37) (38) (39) proposed expenditures

VI. Planned Improvements in Student Performance (continued)

SCHOOL GOAL #2 (Based on conclusions from Analysis of Program Components All students in grades K-5 will improve their writing skills to meet or a implementing and following the writing process.	
Student groups and grade levels to participate in this goal: Kindergarten - 5th grade Significant focus on our English language learners and Socioeconomically Disadvantaged population.	Anticipated annual performance growth for each group: Kindergarten-1st Grade: 95% will meet minimum writing benchmarks. 75% will exceed benchmarks for writing. Grade 2-5: 55% of the students will meet grade level standards
Means of evaluating progress toward this goal: Kindergarten and 1st grade progress will be evaluated with District benchmarks for writing.	Group data to be collected to measure academic gains: CST 4th Grade STAR Writing results
Grades 2-5 will be evaluated by the Writing Strategies portion of the CST.	Grade level writing prompts Writing responses
4th Grade STAR Writing results. Writing responses	Writing Across the Curriculum

SCHOOL GOAL #2				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Teachers will continue to refine implementation of Being A Writer program.	on-going			SI
Provide professional development for implementing Writers' Workshop strategies including exemplars, Author's Chair, the writing process, criteria charts, and rubrics.	on-going			SI
Purchase appropriate additional supplemental materials.	on-going	_		SI
Provide direct instruction and supplemental instructional materials for penmanship.	on-going			SI
Provide extra instruction for English Language Learners in writing strategies by ELD Resource teacher and Instructional Assistant.	on-going			District Provided
Spelling Bee	on-going	no charge		
Purchase flash drives for record keeping of documents.	on-going			SI
	1	1		I

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures (37) (38) (39)

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #3 (Based on conclusions from Analysis of Program Components All students will increase their math skills to meet or exceed grade and Number Sense.	s and Student Data pages) level standards. Our emphasis will be placed on Algebra Functions,
Student groups and grade levels to participate in this goal: All students grades K-5 with specific focus on English Language Learners in Grades 2-5.	Anticipated annual performance growth for each group: Proficiency in Algebra Function and Number Sense: Grade 2: 80% proficiency Grade 3: 65% proficiency Grade 4: 65% proficiency Grade 5: 42% proficiency
Means of evaluating progress toward this goal: CST Teacher created assessments	Group data to be collected to measure academic gains: CST District Benchmark Assessments-3X each year Assessments provided by district adopted curriculum Teacher made assessments
Curriculum embedded assessments	Teacher made assessments

SCHOOL GOAL #3			r	
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Math Olympiad	on-going			
Chess Tutors	on-going	\$2500.00	\$2500	SI
Supplimental Instructional Supplies	on-going		ŧ	SI
Family Math Nights	on-going			SI
Professional Development	on-going			SI

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures (37) (38) (39)

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #4 {Based on conclusions from Analysis of Program Component All students in grades K-5 will understand why and how they receive	
Student groups and grade levels to participate in this goal: All students in Kindergarten - 5th Grade.	Anticipated annual performance growth for each group: All K-5 students will receive and be able to report what the "3" or a "C" on their end of the year Report Card means. Annual yearly growth as measured by individual student conferences.
Means of evaluating progress toward this goal: Classroom Assessments.	Group data to be collected to measure academic gains: End of the year report card grades.
Student/Teacher conferences	Student Led Conference portfolio
Parent Teacher/Student conferences	Student sample of written explanation of grades received on the report card

Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Acquire instructional materials that address differentiated learning needs.	on-going			SI
Field Trips	on-going			PTA
International Dinner	June 2009			PTA
Continue Character Education provided District-wide	on-going	no charge	-	
Too Good for Violence Program provided District-wide	on-going	no charge		
Think Peace and Peace Maker Programs	on-going & expanding			Grant from Did Hirsch Mental Health Clinic

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures (37) (38) (39)

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #5 (Based on conclusions from Analysis of Program Components All students, K-5, will explore and become familiar with the Scientifi	
Student groups and grade levels to participate in this goal: All K-5th grade students	Anticipated annual performance growth for each group: 35% of all 5th graders will perform at proficient or advanced levels on the Science portion of California Standards Test, increasing by 5% each year thereafter.
	All K-4 students will perform at the proficient level as measured by grade level standards, using curriculum embedded assessments, and teacher created assessments.
Means of evaluating progress toward this goal: CST	Group data to be collected to measure academic gains: CST
Curriculum embedded assessments	Science notebook notes
Teacher created assessments	Student projects

SCHOOL GOAL #5					
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source	
Purchase supplemental instructional materials.	on-going			SI Science Lab	
Professional Development	on-going			UCLA Grant TIE Grant	
Enhancing Science Library materials to support the curriculum.	on-going			SI	
Science Fair	Spring			PTA/SI	
Family Science Night	Spring			Booster PTA	

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

⁽³⁷⁾ (38) (39) List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures

Appendix A - School and Student Performance Data

Table 1: Academic Performance Index by Student Group

PROFICIENCY LEVEL	PERFORMANCE DATA BY STUDENT GROUP											
		All Students			White			African-American			Asian	
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008
Number Included	332	292	305	56	47	54	155	136	143	24	22	12
Growth API	814	815	835	856		876	800	797	831			
Base API	796	812	827	837	854		782	798	809			
Target	1	Α	А	Α	Α		1	2	Α			
Growth	18	3	8	19			18	-1	22			
Met Target	Yes	Yes	Yes	Yes			Yes	No	Yes			

	PERFORMANCE DATA BY STUDENT GROUP											
PROFICIENCY LEVEL		Hispanic		En	glish Leап	ners	Economi	cally Disad	vantaged	Studen	ts with Dis	abilities
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008
Number Included	88	78	84	70	51	46	111	91	126	20	19	19
Growth API	772	776	800				779	790	782			
Base API	756	770	791	764			736	777	796			
Target	1	5	5				1	5	4	-		
Growth	16	6	9				43	13	-14			:
Met Target	Yes	Yes	Yes				Yes	Yes	No			

Table 2 - Title III Accountability (District Data)

PROFICIENCY LEVEL	AMA	O 1- Annual G	rowth	AMAO 2 ~ A	Attaining Englis	h Proficiency
T NOT TOTELLO ! LEVEE	2005-06	2006-07	2007-08	2005-06	2006-07	2007-08
Number of Annual Testers	917	859	791			
Percent with Prior Year Data	99.6%	92.4%	99.9%		:	
Number in Cohort	913	794	790	432	498	471
Number Met	585	414	511	173	170	221
Percent Met	64.1%	52.1%	64.7%	40%	34.1%	46.9%
NCLB Target	52%	48.7%	50.1%	31.4%	27.2%	28.9%
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

Table 3: English-Language Arts Adequate Yearly Progress (AYP)

		ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP												
AYP PROFICIENCY LEVEL	,	All Students			White			African-American			Asian			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008		
Participation Rate	99	99	100	100	100	100	99	99	100	100	100	100		
Number At or Above Proficient	188	168	187	37	33	40	84	76	85	21	16	9		
Percent At or Above Proficient	57.0	57.5	59.6	66.1	70.2	75.5	54.9	55.9	58.6	87.5	72.7	75.0		
AYP Target	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**		
Met AYP Criteria	Yes	Yes	Yes	Yes	-	Yes	Yes	Yes	Yes	-	-	_		

			ENGLIS	H-LANGU	AGE ART	S PERFOR	RMANCE	DATA BY	STUDEN	GROUP		
AYP PROFICIENCY LEVEL		Hispanic		English Learners			Socioeconomic Disadvantage			Students w/Disabilities		
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008
Participation Rate	100	100	100	100	100	100	100	100	100	91	92	100
Number At or Above Proficient	40	36	44	30	20	20	54	37	65	4	3	7
Percent At or Above Proficient	45.5	46.2	49.4	42.9	39.2	40.8	48.6	40.7	51.6	21,1	15.0	25.0
AYP Target	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4° 22.3**	24.4* 22.3**	35.2* 33.4**
Met AYP Criteria	Yes	Yes	Yes	-	-		Yes	Yes	Yes	-	-	-

^{* =} AYP Target for Elementary/Middle Schools (2006=24.4%), (2007=24.4%), (2008=35.2%)
** = AYP Target for High Schools (2006=22.3%), (2007=22.3%), (2008=33.4%)

Table 4: Mathematics Adequate Yearly Progress (AYP)

	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
AYP PROFICIENCY LEVEL	All Students		White			African-American			Asian			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008
Participation Rate	100	99	100	100	100	100	100	99	100	100	100	100
Number At or Above Proficient	198	182	212	44	36	41	82	80	95	21	17	10
Percent At or Above Proficient	59.8	62.3	67.5	78.6	76.6	77.4	53.2	58.8	65.5	87.5	77.3	83.3
AYP Target	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**
Met AYP Criteria	Yes	Yes	Yes	Yes	-	Yes	Yes	Yes	Yes			-

	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP												
AYP PROFICIENCY LEVEL	Hispanic			English Learners			Socioeconomic Disadvantage			Students w/Disabilities			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008	
Participation Rate	100	100	100	100	100	100	100	100	100	96	92	100	
Number At or Above Proficient	44	42	56	38	25	29	53	54	69	4	5	11	
Percent At or Above Proficient	50.0	53.8	62.9	54.3	49.0	59.2	47.7	59.3	54.8	20.0	25.0	39.3	
AYP Target	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	
Met AYP Criteria	Yes	Yes	Yes		_		Yes	Yes	Yes		-		

^{* =} AYP Target for Elementary/Middle Schools (2006=26.5%), (2007=26.5%), (2008=37%)
** = AYP Target for High Schools (2006=20.9%), (2007=20.9%), (2008=32.2%)

Table 5: California English Language Development (CELDT) Data

Grade		Ca	lifornia E	nglish Lai	nguage D	evelopme	ent Test (CELDT) F	Results fo	r 2007-20	800
	Adv	anced	Early A	dvanced	Intern	nediate	Early Inte	ermediate	Begi	nning	Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K						Į					
1	6	55	5	45							11
2	. 3	25	5	42	4	33					12
3			3	43	3	43			1	14	7
4		·	1	13	3	38	3	38	1	13	8
5			2	33	3	50	1	17		_	6
Total	9	20	16	36	13	30	4	9	2	5	44

Appendix B - Analysis of Current Instructional Program

The following statements are adapted from No Child Left Behind (NCLB), Title I, Part A and the California Essential Program Components (EPC). These statements were used to discuss and develop findings that characterize the instructional program at this school for students:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Special consideration was given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs. A synopsis of the discussion is provided.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (NCLB)

Listed below are the current State and local assessments that are used as formative and summative assessment tools to improve student achievement, and to inform and modify instruction.

Galileo Benchmark Assessments in Language Arts and Mathematics

STAR Test Data

Open Court Reading Unit assessments, including writing prompts, comprehension check points

Fluency assessments

District developed Math assessments

Teacher designed assessments

Johnston Spelling Inventory

Basic Phonics Skills Test (BPST)

Phonemic Awareness Assessments such as segmenting, oral comprehension (Kindergarten/First Grade)

Timed Facts tests

Summative tests from the previous grade level (discretionary)

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC) Teachers use Galileo Data Analysis program to analyze Benchmark Assessment Data. Information gained from data analysis is further disaggregated to design intervention curriculum, and drive instruction. Grade level teams examine data from Development Profile and At-Risk Analysis reports to determine student academic needs. Benchmark assessments are given twice a year in first grade and three times a year in second through fifth grades. Through this data analysis process, teachers are able to identify the probability of student success on the California Standards Tests administered each year in the late spring.

Staffing and Professional Development

- Status of meeting requirements for highly qualified staff (NCLB)
 60% of the classified staff at El Rincon Elementary School is considered highly qualified according to NCLB requirements. All of our classified staff does not need to meet the NCLB requirements of "Highly Qualified" as we are a targeted Title 1 school and not a school wide Title 1 school.
- 4. Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC)
 El Rincon Principal has AB75/AB430 program information and is scheduled to enroll in AB75/AB430 training during 2009/2010 school year to completed necessary State requirements.
- 5. Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC)
 As of the 2008/2009 school year, 96% of the faculty at El Rincon Elementary School have met the necessary requirements for highly qualified and fully credentialed according to NCLB. Faculty members not fully qualified are enrolled in programs to meet the requirements for becoming fully qualified by 2009/2010.

 Alignment of staff development to content standards, assessed student performance, and professional needs (NCLB)

The monthly organization of professional development/grade level collaboration for teachers at El Rincon Elementary School is as follows:

1st Wednesday: Faculty Meetings

2nd Wednesday: Grade Level Meeting/Professional Development 3rd Wednesday: Project T.I.E. - Technology Professional Development

4th Wednesday: Professional Development

During grade level/professional development meetings, teachers use their time to collaborate, discuss, evaluate, plan for, and identify the needs of their students based on formative, interim and benchmark assessments. They use this data to design immediate intervention for individual students accross their grade level.

7. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Ongoing instructional assistance and support for teachers is provided by the District English Language Development Teachers on Special Assignment

(ELD TOSA's), by DATA TOSA's, and by Beginning Teacher Support and Assessment personnel (BTSA TOSA's). Our Resource Specialist Program teachers provide continuous support and suggestions to our general education teachers to assist with those students who are struggling in various areas of the curriculum.

8. Teacher collaboration by grade level (EPC) At El Rincon Elementary School the Physical Education program provides for a thirty minute daily (4 times per week) opportunity for teachers to collaborate across grade levels. Twice each month, the students participate in a one hour Physical Education class during which time the teachers of each grade level collaborate on curricular areas, to examine data, and to plan unit lessons and intervention and enrichment. Periodically, grade level teams will meet for vertical articulation (meeting with the grade level above and below) to plan and collaborate.

Teaching and Learning

- 9. Alignment of curriculum, instruction, and materials to content and performance standards (NCLB) All teachers at El Rincon Elementary School adhere to the California Content Standards. All instructional materials are standards based and in social studies and science the materials are from the recent State adoptions. Essential standards have been identified and are being taught across the grade levels. Essential Standards are listed on the District's website for easy access. Benchmark assessments are administred three times each year to students in grades one through five. Kindergarteners are given other appropriate periodic assessments in English Language Arts and Mathematics. Benchmark assessment data is used to inform and drive instruction and to determine intervention and enrichment needs.
- 10. Adherence to recommended instructional minutes for reading/language arts and mathematics (EPC) All teachers are meeting the suggested number of minutes per day for each curricular area.

ENGLISH LANGUAGE ARTS: Kindergarten - 90 minutes First - Third Grade - 150 minutes Fourth & Fifth - 120 minutes

MATHEMATICS:

Kindergarten - Fifth Grade - 45-60 minutes

ENGLISH LANGUAGE DEVELOPMENT: Kindergarten - Fifth Grade - 20 minutes

- 11. Lesson pacing schedule (EPC)
 - The Culver City Unified School District has designed a pacing plan that provides guidance and structure for delivering instruction in the essential California Content Standards for English Language Arts and Mathematics across all grade levels. Formative and interim assessments are administered three or more times per year to gather data on student progress toward meeting grade level content standards. Data is analyzed is further used to inform and determine the standards requiring more attention, and to drive instruction for classroom use, intervention and enrichment programs.
- 12. Availability of standards-based instructional materials appropriate to all student groups (NCLB)

 Culver City Unified School District provides all students with standards based instructional materials in all curricular areas, and across all grade levels.
- 13. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials (EPC) Students at El Rincon Elementary School have available to them and use the following SBE-adopted and standards-aligned materials:

Open Court Reading 2002, including English Language Support Guide, Intervention Guide McGraw-Hill Mathematics, including reteach and enrichment

Scott Foresman Science

Houghton-Mifflin Social Studies

Opportunity and Equal Educational Access

- 14. Services provided by the regular program that enable underperforming students to meet standards (NCLB) The Open Court Reading Program provides for a daily flexible grouping time known as Workshop. During that time, the teacher works with small groups to provide interventions such as pre-teaching and re-teaching instruction. Cross-age tutoring, in the form of Buddy Reading, is arranged between Kindergarten and Fifth Grade classes and between Second and Fourth Grade classes. We hold a before/after school intervention for at-risk students each winter. The sessions are held two days per week for approximately 8 weeks. Students are given support in English Language Arts and/or mathematics. Many classes have regualr assistance from parent/grandparent volunteers. Volunteers read with students, drill and practice math facts, and generally help with follow up activities which support previous classroom instruction. Peer tutoring is also done by heterogenously grouping leveled students within the classrooms.
- 15. Research-based educational practices to raise student achievement at this school (NCLB) Teachers throughout Culver City are learning to use a District protocol for assessing and using student data to design intervention programs which will address students' learning difficiencies and identify areas for enrichment. The program analysis protocol we use is called Galileo. It provides benchmark assessment data which is used to improve upon and drive instruction. Grade level teams regularly meet to collaborate and plan instruction based on information retrieved from our Galileo program. Beginning in August of 2008, Administrators began working with Dr. Dennis Fox to develop the protocols. All teachers will continue to participate in professional development sessions focusing on the use of data and the development of intervention strategies. District TOSA's provide immediate assistance to teachers and administrators with data analysis and program usage.
- 16. Opportunities for increased learning time (Title I SWP and PI requirement) At El Rincon Elementary School, opportunities for increased learning time are funded with School Improvement funds. The program we have in place establishes before and after school intervention programs previously described.

Also at El Rincon Elementary School, opportunities for increased learning time are funded through English Language Acquisition Program funds. Fourth and fifth grade students are provided before/after school instruction in English Language Arts.

17. Transition from preschool to kindergarten (Title I SWP)
This section is not applicable as we are not a School Wide Title 1 program. We are a targeted Title 1 school.
However, Pre-school teachers and kindergarten teachers at El Rincon meet informally to discuss the needs of pre-schoolers to collaborate and aid in the transition to kindergarten. Teachers provide information on each individual pre-school students which includes the child's strengths and weakness, and any other requirements.

Involvement

18. Resources available from family, school, district, and community to assist under-achieving students (NCLB) The following resources are available to the students of El Rincon Elementary School:

Science Fair

Los Angeles Opera Company - 4th grade

Music Center Assemblies

Social skills group Circle of Friends

Enrichment program/ Arts Technology/ Sports

Art instruction per individual class with an art teacher

Chess Test Tutors

School and Family partners

Family Math and Science Night K-1 Brain Gym

Symphonic Jazz Orchestra

Artist's in Residence Training Program through the Music Center Education Division

Southern California Wolf Trap Program - administred by the Music Center Education Division

Fifth Grade Ballroom Dancing through the Physical Education program

Accelerated Reader Program for 4th and 5th graders

Culver City Historical Society interpreters presenting local history to 4th graders

STAR Program

Family Center

Cultural Fair

Parent and Community Volunteers

Peace Makers

19. Strategies to increase parental involvement (Title I SWP)

In an effort to increase parental involvement the following opportunities exist:

English Learner's Advisory Committee

School Site Council

PTA

Cougar Club

Parent Student Handbook

School website

Volunteer opportunities in classrooms, on field trips, and school wide extra-curricular activities

Morning Coffee Club

Partners in Print

Latino Family Literacy

Family Center Parenting Class

English Learner's Advisory Committee

School Site Council

Parent Student Handbook

 Involvement of parents, community representatives, classroom teachers, and other school personnel in the planning, implementation, and evaluation of consolidated application programs (5 CCR 3932)
 N/A

Funding

21. Services provided by categorical funds that enable underperforming students to meet standards (NCLB) Listed below are services provided by categorical funds that enable underperforming students to meet NCLB standards:

School Improvement Funds: Instructional Aides, Before/after school tutoring, supplemental instructional materials and supplies, teacher conferences, and teacher salaries

Discretionary Block Grant Funds AB 1802: Books, Instructional Supplies

ELAP: After School Tutoring Program, conferences and salaries for substitute teachers, intervention, teacher salaries, instructional supplies (ELD/Latino Family Literacy)

Title I: Kindergarten Aides, STAR Program Instructional Aide, instructional supplies, Math + Music Program

Appendix C - Programs Included in this Plan

Check the box for each state and federal categorical program in which the school <u>participates</u> and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school <u>participates</u>. If the school receives funding, then the plan must include the proposed expenditures.)

State	Programs	Allocation
[]	California School Age Families Education <u>Purpose</u> : Assist expectant and parenting students succeed in school.	
[]	Economic Impact Aid/ State Compensatory Education <u>Purpose</u> : Help educationally disadvantaged students succeed in the regular program.	
[]	Economic Impact Aid/ English Learner Program <u>Purpose</u> : Develop fluency in English and academic proficiency of English learners	
[]	High Priority Schools Grant Program <u>Purpose</u> : Assist schools in meeting academic growth targets.	
[]	Instructional Time and Staff Development Reform <u>Purpose</u> : Train classroom personnel to improve student performance in core curriculum areas.	
[]	Peer Assistance and Review Purpose: Assist teachers through coaching and mentoring.	
[]	Pupil Retention Block Grant <u>Purpose</u> : Prevent students from dropping out of school.	
[X]	School and Library Improvement Program Block Grant <u>Purpose</u> : Improve library and other school programs.	\$ 51,272.61
[]	School Safety and Violence Prevention Act <u>Purpose</u> : Increase school safety.	\$
[]	Tobacco-Use Prevention Education Purpose: Eliminate tobacco use among students.	\$
[X]	List and Describe Other State or Local funds (e.g., Gifted and Talented Education): AB 1802 ELAP	\$6,684.36 \$ 718.41
Total a	mount of state categorical funds allocated to this school	\$ 58,675.38

Feder	at Programs under No Child Left Behind (NCLB)	Allocation
[]	Title I, Neglected <u>Purpose</u> : Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	
[]	Title I, Part D: Delinquent <u>Purpose</u> : Supplement instruction for delinquent youth	
[]	Title I, Part A: Schoolwide Program <u>Purpose</u> : Upgrade the entire educational program of eligible schools in high poverty areas	
[X]	Title I, Part A: Targeted Assistance Program <u>Purpose</u> : Help educationally disadvantaged students in eligible schools achieve grade level proficiency	\$ 71,826.3
[]	Title I, Part A: Program Improvement <u>Purpose</u> : Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	
[]	Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose</u> : Improve and increase the number of highly qualified teachers and principals	
[]	Title II, Part D: Enhancing Education Through Technology Purpose: Support professional development and the use of technology	
[]	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students <u>Purpose</u> : Supplement language instruction to help limited-English-proficient (LEP) students attain English proficiency and meet academic performance standards	
[]	Title IV, Part A: Safe and Drug-Free Schools and Communities <u>Purpose</u> : Support learning environments that promote academic achievement	\$
[]	Title V: Innovative Programs <u>Purpose</u> : Support educational improvement, library, media, and at-risk students	
[]	Title VI, Part B: Rural Education Achievement Purpose: Provide flexibility in the use of NCLB funds to eligible LEAs	•
[]	Other Federal Funds (list and describe(42)	\$
otal ar	mount of federal categorical funds allocated to this school	\$ 71,826.34

Total amount of state and federal categorical funds allocated to this school \$130,501.72

⁽³⁾ For example, special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs.

Appendix D - Recommendations and Assurances (El Rincon Elementary School)

The school site council recommends this school plan and proposed expenditures to the district governing board for approval, and assures the board of the following:

- The school site council is correctly constituted, and was formed in accordance with district governing board policy and state law.
- 2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
- 3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):
 - [] School Advisory Committee for State Compensatory Education Programs
 - [X] English Learner Advisory Committee
 - [] Community Advisory Committee for Special Education Programs
 - [] Gifted and Talented Education Program Advisory Committee

Other (list)

- 4. The school site council reviewed the content requirements for school plans of programs included in this Single Plan for Student Achievement and believes all such content requirements have been met, including those found in district governing board policies and in the Local Improvement Plan.
- This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This school plan was adopted by the school site council on: March 5, 2009

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E. T. Tracy

Typed name of school principal

Peter Larsen

Typed name of SSC chairperson

Signature of softool principal

Signature of SSC chairperson

Date

Appendix E - Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

El Rincon Elementary School Three Way Pledge

The Parent's/Gardian Pledge

As a parent, I/we will be responsible for letting my child know through my words and deeds that education is important. Therefore, I/we will be responsible for the following:

- · Supporting the school and district's homework, discipline, and attendance policies.
- Being involved in my child's education through participation in school events such as Parent/Gardian Conferences, PTA functions, Open House.
- · Providing a quiet place, time, and materials needed for my child to study.
- · Encouraging my child to complete his/her homework.
- · Making sure my child gets an adequate night's sleep and a healthy diet.
- · Having my child attend school regularly and on time.
- · Listening to, encouraging, or reading with my child on a daily basis.
- Reviewing all school communications and returning notices.

Parent's/Guardian's signature Date

The Student's Pledge

As a student, I realize that my education is important to me. I understand my parent(s) and teachers want to help me do my very best in school. I know I am the one responsible for my own success, and that I must work hard to achieve it. Therefore, I will be responsible for the following.

- · Being responsible about my own behavior by following all school and classroom rules.
- Respecting the rights of others to learn without distraction and disruption.
- Being a cooperative learner.
- · Arriving to school on time and being prepared to do my best.
- · Returning all homework completed and on time.
- · Spending time at home reading and studying.
- · Asking for help when needed.

Student's Signature Date

The Teacher's Piedge

As a teacher, I understand that education is important to every student's life. I also understand the role I play in making a difference. Therefore, I will be responsible for the following:

- · Providing a challenging and positive instructional program to teach all students.
- Teaching grade level standards and addressing the individual needs and strengths of all students.
- Modeling behavior that is expected from our students.
- Assigning appropriate homework with clear instructions.
- · Correcting and returning appropriate work in a timely manner
- · Helping students follow the school and classroom rules.
- Assisting parents with how to help children at home.

Teacher's Signature Date

Appendix F - School Site Council Membership: El Rincon Elementary School

Education Code Section 64001 requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the council is as follows (43):

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Peter Larsen	[]	[]	[]	[X]	[]
Jan Glusac	[]	[X]	[]	[]	[]
Tyla Sawyer	[]	[]	[]	[X]	[]
Tom Tracy	[X]	[]	[]	[]	[]
Gail Higa	[]	[X]	[]	[]	[]
Argelia Monroy	[]	[]	[]	[X]	[]
Tracy Adewunmi	[]	[]	[]	[X]	[]
Lisa Bentley	[]	[]	[]	[X]	[]
Rebecca Stephan	[]	[]	[X]	[]	[]
Patty Valdovinos	[]	[X]	[]	[]	[]
Numbers of members of each category	1	3	1	5	0

⁽⁴³⁾ At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

14.2c Approval is Recommended for the Single Plan for Student Achievement (SPSA) for Linwood E. Howe Elementary School

Education Codes 52853 and 52855 require school plans to be annually reviewed, revised and submitted to the Board of Education for approval. Linwood E. Howe Elementary School is submitting their Single Plan for Student Achievement.

RECOMMENDED MOTION:

That the Board approve the Single Plan for

Student Achievement, as submitted, for Linwood

E. Howe Elementary School.

Moved by:

Seconded by:

Vote:

SCHOOL: Linwood E. Howe

SINGLE PLAN FOR STUDENT ACHIEVEMENT REVIEWING CHECKLIST

<u>Y es</u>	<u>Needs</u>	No		
	<u>Improvement</u>			
			I.	Cover Sheet
			II.	School Vision and Mission
			III.	School Profile
			IV.	Comprehensive Needs Assessment Components
				A. Data Analysis
				B. Surveys
				C. Classroom Observation
				D. Student Work and School Documents
				E. Analysis of Current Instructional Program
			V.	Description of Barriers and Related School Goals
			VI.	Planned Improvement in Student Performance
				A. Appendix A – School and Student Performance Data
				B. Appendix B – Analysis of Current Instructional Program
				C. Appendix C – Programs Included in this Plan
				D. Appendix D – Recommendations and Assurances
				E. Appendix E – Home School Compact
				F. Appendix F - School Site Council Membership
COMM	ENTS:			
	, . 	. <u> </u>		
PLAN R	EAD BY:			DATE:

The Single Plan for Student Achievement

Linwood E. Howe Elementary School

School Name

19-64444-6012694 CDS Code

Date of this revision: February 3, 2009

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California Education Code sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the Single Plan for Student Achievement.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:

Amy Anderson

Position:

Principal

Telephone Number:

310)842-4338

Address:

4100 Irving Pl.

Culver City CA 90232-2812

E-mail Address:

amvanderson@ccusd.org

Culver City Unified School District

School District

Superintendent:

Dr. Myrna Rivera Cote

Telephone Number: Address:

(310) 842-4220 4034 Irving Place

Culver City, CA 90232

E-mail Address:

myrnariveracote@ccusd.org

The District Governing Board approved this revision of the School Plan on .

II. School Vision and Mission

The mission of the Culver City Unified School District, a diverse haven of excellence, is to ensure that each student possesses the academic and personal skills necessary to achieve his/her highest potential as a valued, responsible member of society by providing challenging, personalized educational experiences in a safe, nurturing environment and by fostering a passion for teaching and learning with committed parent and community involvement.

BELIEFS

We believe that:

- Each person deserves to be safe.
- Everyone deserves to be treated with respect.
- Honoring diversity makes us stronger
- Peace is worth pursuing
- The quality of life is determined by the harmony among emotional, physical, spiritual and intellectual pursuits.
- Everyone has a right to a belief system.
- Aesthetics is essential to life.
- We are responsible for ourselves and accountable to each other.
- Individuals have the right to express their views, opinions and thought.
- The sense of family and belonging is integral to our lives.
- Everyone has the right to preserve his/her dignity.
- Each person has the capacity for goodness.

LINWOOD E. HOWE ELEMENTARY SCHOOL MISSION STATEMENT

At Linwood E. Howe Elementary School, we provide a safe environment for our diverse student population, in order for our students to become productive members of our society. Linwood Howe School develops learners who are motivated to read, write, think, problem solve, and apply their learning to their everyday lives. Recognizing the varied learning styles of our students, we provide a curriculum that is accessible to all learners. Our goal is to develop students who demonstrate the characteristics of responsibility, respect and resourcefulness.

III. School Profile

At Linwood E. Howe Elementary School, our goal continues to be academic success and the development of students' character by teaching responsibility, respect, and resourcefulness. Our school community fosters mutual respect among all of its members, including parents, students, teachers, staff and community members. Opportunities for parent involvement and partnership are regularly provided and encouraged. It is our hope that all parents find at least one support activity in which they can take part. Our teachers maintain professionalism through ongoing communication, collaboration, problem solving, and participation in professional growth opportunities. The staff members, students, and parents of Linwood E. Howe School continue their tradition of striving for excellence, as a learning community. All Linwood Howe teachers are highly qualified under the provisions of "No Child Left Behind" (NCLB). The majority of our instructional assistants are also highly qualified. Those few assistants who have not yet met all the requirements of NCLB are enrolled in PTAP classes for the 2007-2008 school-year.

During the 2003-04 and 2004-05 school years, Open Court, 2002, was phased in to replace the previous Open Court reading and language arts texts. The new program has multiple components for teachers to better provide differentiated instruction for their students' varied levels and abilities. Material is included to challenge advanced learners, meet the needs of those requiring additional help to grasp the content standards, and to help students who are still learning English.

Lin Howe School programs are funded through various sources. The District General Fund pays for books, teachers, office staff, custodians, the librarian, and special education instructional aides' salaries, building and grounds upkeep, etc. Additionally, we receive a Unit Budget from the District's general fund of \$47.00 and an \$11.00 custodial budget per student enrolled in our school. These funds are used to purchase classroom supplies such as paper and pencils, office supplies, duplicating paper, custodial supplies, service contracts for our duplicating machines, etc. We also receive School Improvement and Title I categorical funds from the state and/or federal government. These additional funds may only be used for supplementary programs and materials to meet the goals in our School Improvement/Title I Single Plan for Improved Student Achievement. The PTA generously raises funds to pay for field trips and free after school enrichment classes, as well as many other school activities. Additionally, stakeholders contribute to a donations fund from which we purchase supplemental materials.

Linwood Howe School has a self-contained library and computer lab. The library has four, internet connected computers to be used by the students for research or other library related reasons. We are fortunate that the computer lab has 30 internet connected computers, which were purchased with district grant funds. An additional e-Mac was purchased with special grant funds and is specifically reserved for editing student work for the enrichment program, "Every Child an Author/Student Film Making Class." School Improvement and Title I funds also pay to staff our computer lab with an instructional aide for 19.5 hours per week. In 2007-08, a district-wide technology grant provided an additional 15 hours per week. This grant will be in place for three years. The computer aide works with students and assists both students and teachers with the use of computer technology for enhanced learning.

Most classrooms contain at least one computer for student and teacher use. During the 2003-04 school- year, each fourth and fifth grade classroom received three new PCs paid for by a grant written by our district librarian. Linwood Howe School Improvement and Title I funds were used to pay for software for these computers. To provide all Linwood Howe teachers with at least one, up to date, internet connected PC for their classrooms, 2005-2006 Title I and School Improvement funds were used to provide one new PC and printer for each classroom in grades kindergarten through third and for resource and special day class teachers, also. Therefore, as of the 2006-2007 school-year, all teachers had access to the internet in their own classrooms. This technology ensures that all our teachers can actively use the new Galileo/West Ed/ATI program for assessment and data driven instruction. The Galileo Program was initiated during the fall of 2007, in order to improve student achievement, district-wide. The purchase of computers and printers for every Linwood Howe teacher supports the District's move toward computerized data access for all teachers and our staff now has the computers to immediately access that information.

All Linwood Howe teachers are assigned CCUSD e-mail addresses which they use for internal communication as well as communication with families. We have saved reams of paper because pertinent educational information and messages from the principal, school, and District can now be sent via e-mail. Students have access to the classroom computers at the teachers' discretion. During the 2008-09 school year, we are working to develop technology standards for each grade level that will indicate specific technology skills students will be learning. The bottom line is that we expect that technology will be utilized, in its many forms, to improve instruction and student achievement of California Content Standards.

Parent and Community Participation:

Lin Howe School has a friendly and warm community of parents who are supportive and welcome on our campus. Teachers, specialist, support staff, and the principal are readily available for questions, concerns, and updates on how students are progressing. Parents are encouraged to observe and volunteer in the classrooms and on field trips. We appreciate parent attendance during our numerous assemblies and recognition programs such as, Character Counts and the school-wide, daily morning assemblies. We also have traditional forums for parental involvement. Examples are as follows: the Parent Teacher Association (PTA) with its numerous committees and projects, School Site Council, English Learners Advisory Council (ELAC), Gifted and Talented Education Advisory Council (GATE), and 5th grade parent committees. These groups hold regularly scheduled meetings and events throughout the year. Parents and community members are included in decision making, activities and projects to improve our school. We are also fortunate to have a large cadre of volunteers who donate thousands of hours of their time to assist students and teachers. All volunteers must be screened for tuberculosis and be fingerprinted.

English Language Learners (ELL):

Linwood Howe School has a part time Spanish-speaking liaison available to translate during parent conferences as well as transcribe documents into Spanish. Title I provides the funds to pay for this assistance. The school liaison provides support to students and staff, as outlined in the Linwood Howe Single Plan for Pupil Achievement. The liaison was trained by the LA County Office of Education to provide skill-building classes for limited or non-English speaking parents. Parent Expectations for Student Achievement (PESA) classes are provided to assist parents to better help their children be successful at school and are offered several times during the school year. Our English Language Development resource teacher and the bilingual aide help facilitate the Linwood Howe, parent English Language Advisory Council (ELAC) meetings. The 2006-2007 ELAC suggested providing English Language Classes, for adults, at Linwood Howe. ELAC was successful in working with the CCUSD Adult School to get these Linwood Howe, campus based, adult ESL classes started. The classes are free and are taught and paid for by the CCUSD Adult School. Unfortunately, in 2008, we were unable to fill the classes but we will attempt to offer them in the future. The ELAC is currently working on developing future educational activities for parents.

School Beautification:

Beginning in 2003-04, Linwood Howe embarked on a school beautification project, made possible by the PTA and one of our District Assistant Superintendents. Students planted over 500 tulip bulbs around the school. The bulbs will continue to bloom for years. This project enhanced not only the physical appearance of the school site, but the pride that the staff, students, and parents felt for the school itself. School beautification is a continuing goal for students, the PTA, and Site Council. In 2004-05, an after school student gardening club planted flowers, small trees, climbing vines and a vegetable garden. During the 2005-06, the PTA sponsored two more, highly successful school beautification work days. The grounds were cleaned and more landscaping was planted around the quad and playground areas. During the fall of 2006, parents and students pruned, weeded and landscaped the entire area in front of the school. An additional school goal was to provide a safer and more efficient Irving Place drop-off zone for students. This project was finalized, in February, 2007, when the City of Culver City generously supported Linwood Howe School by providing Public Works personnel to grade and pave over the dirt strip, between the sidewalk and street, at Irving Place. We now have a paved, drop-off zone that extends across the entire front of our school.

Special Programs and Services:

Beyond our regular programs, Linwood Howe is proud to provide students with numerous special services such as: special education classes, school based counseling, ELD assistance, district counseling, occupational therapy, adaptive PE instruction, speech therapy, instrumental and choral music instruction, and free, remedial, extra-curricular, and enrichment classes. PTA donations enable us to provide extraordinary, monthly assemblies. Our entire student body attends. Also, we are very fortunate to have a large playground with both grass and blacktop areas. A credentialed PÉ teacher and two instructional assistants are responsible for providing our daily PE program. Every year, we try to add new playground equipment in order to provide more activity choices for our students when they are on the yard. After school supervision is provided, on a fee basis, by the CCUSD Office of Child Development through the KIK, SACC, and Club 26 programs. The Culver City Recreation Department also provides a fee-for-service, supervision program called Culver City After-school Recreation Program (CCARP). Culver City keeps the Linwood Howe playground open, after school and on week-ends, to be used by the community as a park. The community use is part of the City/CCUSD Joint Use Agreement. Although the City keeps the Linwood Howe playground/park open, it does not provide supervision for those children who use the park.

The staff at Lin Howe School believes that regular homework is an integral part of a successful educational program. The purpose of homework is to provide practice or review of previously taught concepts and skills. Homework is not for skills that the students have not experienced before. Each teacher assigns homework according to the needs of the students and the difficulty of the content being learned. Homework may be assigned on Fridays and over vacation breaks.

A School Where Character Counts:

Our philosophy is that we expect students to be good citizens who are respectful to themselves and others. Linwood E. Howe School Elementary School is a school where character counts. Both students and staff are expected to follow and model the character traits of Trustworthiness, Respectfulness, Responsibility, Fairness, Caring, and Good Citizenship. When students make unwise choices, the staff counsels them and teaches appropriate strategies to use for better decision making. This assistance provides the children with more resources to draw upon to better handle future conflicts. Progressive discipline is used, when necessary. In order to foster and maintain a safe environment, we have implemented "Too Good for Violence" and "Too Good for Drugs" programs across all grade levels. These programs are designed for teacher directed lessons and role playing activities that provide students with multiple tools to effectively deal with peer pressure and uncomfortable situations.

One of Linwood Howe School's most important responsibilities is to provide a safe and secure environment for learning. Students are expected to be respectful of each other's learning time, feelings, and personal space, within and outside the classroom. We have a closed campus during the school day and visitors must register and secure special passes from the front office, to be on the campus grounds. Only authorized adults may pick up children who leave school before the end of the school day. All staff members and volunteers must be fingerprinted and have current TB tests before they may begin work. The majority of our certificated and classified staff members have received first aide and emergency training and we conduct monthly emergency drills for students and teachers to practice emergency procedures. The district provides a campus security officer, whom we share with the other elementary sites. The officer checks in periodically as well as responds to calls when we need security personnel. Culver City Police department offers the district access to a pair of School Resource Officers who also respond when we need law enforcement on campus.

With decreased California state funding and a reduced district budget, all full time reading specialist positions were eliminated several years, ago. The reading specialist served as a reading advisor, worked with small groups of students needing assistance, and coordinated the reading and language arts assessments. Currently, our district does not provide reading specialist help to the elementary schools.

We have a full-time, credentialed Resource Specialist who works with students who have special needs. She serves students based on services prescribed by their Individual education Plans.

With cutbacks, Linwood Howe School no longer has a full time English Language Development (ELD) Specialist to work directly with the students. Currently, we share our ELD Specialist with one other elementary school. The main thrust of the ELD specialist's job is to consult and advise teachers and to manage all the categorical requirements.

Linwood Howe students have made great gains in certain areas of the STAR test scores. Although scores on the 2003-04 tests were less than we anticipated, we made tremendous gains in our 2004-2005, California Standardized Testing. Our annual growth target was 5 points but our API grew 43 points. In 2005-2006, we did not reach our 5 point, growth goal. We experienced a 6 point dip in our Academic Performance Index (API). Since our API had risen 43 points the year before, this dip may have been a leveling off rather than a real step backwards. We knew that we could do better. In 2006-2007, our school-wide scores grew 12 points with our English Language Learners making a 55 point increase. Our school-wide, Academic Performance Index (API) score is currently 807, surpassing the state goal of 800! When reviewing our school-wide test scores, it is important to know that all second grade through fifth grade students are included in the average. Linwood Howe has a substantial number of limited English learners who must take the test in English and a group of students with severe learning disabilities whose scores are also included in test result data.

The Linwood Howe staff continues to strive toward improving student achievement. As our teachers concentrate on the California State Standards, in all curricular areas, they regularly analyze students' strengths and weaknesses. The data collected is used to develop individual and grade level plans to improve student achievement. The staff is currently putting greater emphasis on getting better teaching and learning strategies into place to help our English Language Learners (ELL) experience the academic growth they are capable of making. ELL students participate in our supplemental, remedial programs and are working on increasing proficiency and closing the achievement gap. Our ELL students will benefit further from our new program, "Language!" "Language!" is a completely interactive program that is brain research based, and has been exceptionally successful with struggling readers. It includes phonemic awareness, fluency, comprehension, spelling, and writing. Eligible students take "Language!" before school, for one hour per day, four days per week.

There are many other ways to determine student achievement beyond the standardized tests that are required by California. Students are assessed at regular intervals by the use of publisher and district benchmark assessments. Additionally, students in grades first through fifth take regular benchmark exams, which are standardized district-wide. Results of these assessments are recorded and shared with the principal, the district, and other grade level teachers. Analysis of the findings help teachers to determine what students have learned, when it is time to move ahead, and what areas may need re-teaching or reviewing. Teachers may also evaluate students using oral questioning and project-based evaluations. English learners are assessed the same way, but may receive assistance during the evaluation process. We are on a trimester system for report cards with three reporting periods. Parent conferences are currently held with teachers following a different format than previously used. Now, parents are required to attend October, Goal Setting Conferences rather than the traditional December conferences that were held to explain report card grades. Parents whose children are struggling may be contacted to meet with teachers again, in December, when the first trimester is complete. A second conference period, for all parents, is provided in April.

Staff:

The principal is responsible for evaluating teachers and other site employees, according to district procedures and state law. All Linwood Howe teachers are fully credentialed and are qualified to teach English Language Learners. All staff members participate in ongoing district and school wide staff development, in all curricular areas. The staff is encouraged to learn and practice new techniques and refine existing skills for the purpose of improving and maximizing student learning, in accordance with state standards. We have 26 highly qualified teachers at Linwood Howe School. This includes three special education teachers and one physical education specialist. An itinerant physical education teacher visits the campus to teach adaptive PE. We also have two part time speech and language therapists and an itinerant instrumental music teacher. Two of our special education classes are self-contained for students who have moderate/severe learning disabilities. In addition, we have a resource specialist who conducts a pull out program to work with students with mild/moderate learning disabilities and are enrolled in regular education classrooms. The District had provided Linwood Howe School with a counselor to work with our students one day per week. Unfortunately, this position was eliminated for the 2008-2009 school year due to budget cuts.

Substitute Teachers:

We have a large pool of substitute teachers from which to draw. Some request to exclusively work at Linwood Howe. Our teachers use the district process for evaluating substitute teachers. Those substitutes who are unsuccessful with our students are not asked to return. In the rare case that there are no substitute teachers available, the principal steps in to teach. In an emergency, a class may be equitably divided among other, same grade level teachers.

Student Success Team (SST):

Lin Howe has an established Student Success Team (SST) that meets on a regular basis to review cases referred by teachers after interventions have failed to improve student performance. An SST is a regular education function that determines if additional interventions are needed and whether the child should be referred for district assessments. The SST members consist of the principal, resource specialist, speech therapist, psychologist, student's current teacher, and the child's parents.

Instruction for English Language Learners (ELL):

Our dedicated teachers have successfully completed their course work to be certified to teach English Language Learners. Teachers must provide at least 100 minutes, per week, of specialized, ELD instruction for their ELD students. We share one language specialist with several other elementary schools. The ELD specialist's office is located on our campus. The specialist provides support to our teachers and administers, works with students, and administers CELDT testing to determine the language levels of our English learners. Additionally, she is responsible for ensuring that we are compliant with all state and federal regulations concerning second language learners. Linwood Howe School also has two, part-time bilingual instructional aides. One of these aides works directly with the ELD specialist and is paid for by District categorical funds. Our second bilingual aide works only with kindergarten students and is paid through Linwood Howe's Title I and School Improvement funds. Additionally, Title I/SI funds pay for a part-time bilingual, office clerk/parent liaison position.

Gifted and Talented Education (GATE):

The staff continues its commitment to actively identify and recommend all qualified students for the Gifted and Talented Education Program (GATE). GATE students are clustered in classrooms, by grade level. All of our teachers are trained to deliver differentiated instruction to meet all students' instructional needs. Many GATE students choose to participate in our After School Enrichment Program. A site level GATE Advisory Committee of staff and parents meet to discuss and make recommendations about issues related to the GATE Program.

Reading/Language Arts and Content Standards:

Linwood Howe School uses the district adopted kindergarten through fifth grade reading and writing curricula that follows the California State Content Standards. Each grade level has standards for reading, writing, written and oral English language conventions, listening and speaking. Students are provided instruction at their grade level with adjustments made for those who are struggling or are above grade level. We use SRA Open Court Reading, 2002 as our reading and language arts series program. Spelling is embedded in the Open Court Program. Reading and writing are assessed throughout the year using publisher and district benchmark assessments. English Language Development (ELD) students receive 100 additional, instructional minutes in reading and writing English, targeting their English language levels. Additionally, Title I and ELAP funds were used to provide intensive teacher training and text books to provide reading and language arts intervention for third, fourth, and fifth grade students who have not reached proficiency in these subjects. Writing is an area that needs improvement for our students. Therefore, from 2005 to 2007, a number of day long, workshops were provided for the teachers paid for by School Improvement and Title I funds. This intensive training gave the staff a more unified approach to teaching writing throughout each grade level.

Mathematics and Content Standards:

The Culver City Unified District also uses the adopted a kindergarten through fifth grade mathematics curricula that follows the California State Content Standards. Our math series is McGraw-Hill Mathematics that includes the state math standards embedded within the lessons. In mathematics, all grade levels, including kindergarten, are instructed in number sense, analysis and probability, and mathematical reasoning. Lessons use visuals, manipulatives (blocks, fraction pieces, etc.), and drill and practice. Math is an area of strength for the students at Linwood Howe. The staff believes that the McGraw-Hill math program is a strong one and is better aligned with the California State Standards than our previous program. To enhance the mathematics program, we have instituted the Math Olympiads for Elementary and Middle Schools (MOEMS) Program at Linwood Howe. Currently, participants are fourth and fifth graders who compete with other mathletes throughout the United States and internationally. Dr. Jason Frand and Mrs. Ruth Sebean, both retirees from UCLA, volunteer as coaches for our students. Linwood Howe will be hosting our Second Annual MOEMS tournament for interested schools throughout Los Angeles County in March, 2009.

Science and Social Studies Content Standards:

Our science series is Scott Forseman. The curriculum for science follows the California State Standards and consists of physical science, life science, earth science and investigation and experimentations for each grade level, kindergarten through fifth grade. All students have a textbook. The Open Court, 2002 Reading Program incorporates both science and social studies topics within its lessons. Our history/social science curriculum also follows the state standards with different themes for each grade level. Fourth and fifth grades also have independent textbooks for social studies. Kindergartenthird graders study the family and community, fourth graders study California and fifth graders study United States history.

Visual and Performing Arts and Content Standards:

In 2004, the state adopted a new framework and content standards for Visual and Performing Arts. In response to the new state framework and as a component of Culver City Unified School District Strategic Plan and CCUSD K-12 Standards-Based Arts Education Plan, three different art series were piloted by Linwood Howe teachers and teachers from other elementary sites. The district curriculum committee adopted the SRA Art Connections in June, 2005, as our district-wide series. Teachers are receiving training on how to best utilize the program and Sony Picture Studios have provided funds for the elementary schools to purchase necessary art supplies to support the curricula. Additionally, the Music Center, the Culver City Symphonic Jazz Orchestra, and Playa Vista provided funds and specialists in fine arts, language arts, and music to support our school and the district-wide arts program.

IV. Comprehensive Needs Assessment Components

A. Data Analysis (See Appendix A)

Conclusions from Student Performance Data:

- Student success on the 2007-2008 tests moved our Academic Performance Index (API) score up a total of 807, surpassing the state goal of 800.
- There is a general "dip" in third grade performance.
- Linwood Howe did meet all of the criteria for Adequate Yearly Progress (AYP), even with the large jump in the
- Our English Language Learners and socioeconomically disadvantaged students continue to have the largest gap to overcome in moving toward 100% of all students in those subgroups scoring proficient or above on the California Standards Test (CST).
- In general, all groups continued to perform better in math.

B. Surveys

Conclusions from Parent, Teacher and Student Input:

- Parents, members of the Site Council, and the English Language Advisory Council want to emphasize parent involvement in order to help increase learning and test scores.
- Parent groups are emphasizing activities and other methods to help bring Spanish speaking parents into the mainstream.
- New strategies and a greater effort needs to be made to help English Language Development (ELD) students move from Limited English speaker status to Fluent English speaker.
- Students have indicated they would like increased enrichment opportunities.

C. Classroom Observations

Classroom observations are conducted formally and informally by the school principal. The principal schedules formal observations twice a year with teachers who are being evaluated for the current year. He/she also conducts at least two informal observations of the evaluated teachers. After each observation, the principal meets to discuss areas of strength and needed improvement with the evaluated teacher. The principal provides the district with a mid-year evaluation of any temporary or probationary teachers and provides final evaluations of all teachers observed.

The principal conducts regular walk-throughs of classrooms to observe instruction and to remain aware of the quality instruction teachers are providing and to monitor student engagement.

Teachers frequently observe one another to share best practices as well. New teachers are supported by Beginning Teacher Support and Assessment (BTSA) and are offered opportunities to observe teachers who have more experience. Additionally, teachers make arrangements among themselves to observe specific teaching strategies in an effort to improve their own practice.

D. Student Work and School Documents

Teachers work in grade levels to analyze student work to improve instruction. Teachers meet as grade level teams at least one Wednesday afternoon a month so that they can discuss student work and the implications of future instruction. They are learning how to use the results of student achievement tests to group students for reteach and enrichment opportunities during the school day.

Student work is also used to report student progress. Teachers use standards-based report cards to report student progress to parents after each trimester. Teachers also use student work to report concerns to parents and support staff using the Student Study Team (SST) process. If a teacher has behavioral or academic concerns regarding a students' progress, they can refer the student to SST to assign appropriate interventions. If the interventions do not fully address concerns, students may then be referred for testing for special needs.

Student work is prominently displayed throughout campus. Artwork and writing decorate our warm campus, showing the many opportunities students have to express themselves and their learning.

In addition to report cards and SST documents, other school documents include cumulative records and health records. Every student has a file that follows them throughout their schooling, documenting important information such as report cards, attendance and enrollment information, and discipline paperwork including any suspension documentation. The nurse keeps documentation of any health concerns of which we need to be aware and shares pertinent information with school staff.

E. Analysis of Current Instructional Program (See Appendix B)

School-wide Program Needs Assessment Supporting No Child Left Behind

2008 Data% Proficient/Above in CST Reading/Language Arts 2nd: 60% 3rd: 30% 4th: 63% 5th: 56% AYP Benchmark: 24.4%

Programs/activities to be implemented that support improving pupil achievement and meeting grade level standards in Reading/Language Arts:

Effective Instructional Programs and Strategies:

Strengths Needs

- Reading Academy Pre-teaching Open Court lessons 1. More certificated teachers and funding for supplemental intervention programs
- 2. "Language!" Reading/LA Program 2. Additional resources for improving ELL student achievement
- Viking Club Reading remediation 3. Additional professional development for teachers to offer Universal Access
 Time
- Differentiated instructional strategies 4. Additional professional development addressing the use of assessment data to drive instruction
- 5. Rick Morris classroom management training
- 6. All teachers CLAD certified & Highly Qualified
- 7. Instruction is content standards based.
- Assessment:

Strengths Needs

- 1. District-wide assessment instruments 1. Focused, complete ATI/Galileo implementation
- Teacher collaboration 2. Move from collaboration to Prof. Learning Communities
- 3. Parent/Teacher Goal Setting Conferences 3. Truly using assessment data to drive instruction

MATHEMATICS

2008 Data% Proficient/Above in CST Mathematics 2nd: 56% 3rd: 66% 4th: 55% 5th: 55% AYP Benchmark: 26.5%

Programs/activities to be implemented that support improving pupil achievement and meeting grade level standards in Mathematics:

Effective Instructional Programs and Strategies:

Strengths Needs

- 1. Math Olympiads 1. Additional professional development addressing the use of assessment data to drive instruction
- 2. Math Academy remediation after school 2. Improved reading comprehension for word problems
- 3. After School Enrichment Classes 3. Additional resources for supplemental math programs
- 4. Differentiated Instruction 4. Continued Professional Development
- 5. Grade level team collaboration 5. Shift from collaboration to Professional Learning Communities
- 6. Instruction is content standard based.

- Assessment Strengths Needs
- 1. District-wide assessments 1. focused and complete ATI/Galileo assessment Implementation
- 2. Parent/Teacher Goal Setting Conferences 2. Prof. Development on using data to drive instruction.
- 3. Grade level team collaboration 3. Move from collaboration to Professional Learning Communities

SCIENCE

2008 Data% Proficient/Above in CST Science 5th: 66%

Programs/activities to be implemented that support improving pupil achievement and meeting grade level standards in Science:

- Effective Instructional Programs and Strategies: Strengths Needs
- 1. After School Enrichment Classes 1. Professional Development on new science adoption
- 2. Differentiated Instruction 2. Better teacher familiarity with content standards
- Departmentalized teaching for some grades 3. Grade level & cross grade level collaboration
- 4. Partnership with UCLA including NSTA membership 4. Additional time spent on science instruction
- 5. Hands-on, authentic activities & experiments
- Assessment

Strengths Needs

- 1. 5th grade teachers are using assessment 1. district-wide common assessments information to drive instruction
- 2. Prof. Development on using data to drive instruction
- 3. Prof. Learning Community data analysis

ADDRESSING SPECIAL NEEDS STUDENTS

Performance Goal 2:

All limited English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

FNGLISH LANGUAGE LEARNERS

2007 Data% Proficient/Above in CST Reading/Language Arts 2nd: 40% 3rd: 10%

4th: 23% 5th: 7% AYP Benchmark:

24.4%

2007 Data% Proficient/Above in CST Mathematics 2nd: 60% 3rd: 55%

4th: 36% 5th: 33% AYP Benchmark:

26.5%

- Effective Instructional Strategies:
- Strengths Needs
- 1. After School ELD Academy remediation 1. Structured ELD instruction at all grade levels
- 2. ELL Comprehension Workshop pull out 2. ELD materials that are a better fit for district ELL standards.
- 3. All teachers CLAD certified & highly qualified 3. Additional time for specialized instruction within the school day
- 4. Matching Ell Lang. standards to those of EO's

LOW SOCIO ECONOMIC STUDENTS

2007 Data% Proficient/Advanced in CST Reading/Language Arts 2nd: 47% 3rd: 25% 4th: 41% 5th: 25% AYP Benchmark: 24.4%

2007 Data% Proficient/Advanced in CST Mathematics 2nd: 59% 3rd: 59% 4th: 52% 5th: 30% AYP Benchmark: 26.5%

2007 Data% Proficient/Advanced in CST Science 5th: 27% N/A

- Effective Instructional Strategies: Strengths Needs
- 1. Ruby Payne Framework of Poverty Prof Dev. 1. Professional Learning Communities Fall
- 2. Reading and Math Academies 2. "Language!" Reading Program Fall '07
- 3. Free, After School enrichment classes 3. Increased parent buy- in for academic support
- 4. ELL Comprehension Workshop pull out 4. Addition funds to provide for enrichment opportunities

STUDENTS WITH DISABILITIES

2007 Data% Proficient/Above in CST Reading/Language Arts 4TH: 18% 5TH: 0% AYP Benchmark: 24.4%

2007 Data% Proficient/Above in CST Mathematics 4TH: 9% 5TH: 8% AYP Benchmark: 26.5%

2007 Data% Proficient/Advanced in CST Science 5TH: 8% N/A

- Effective Instructional Strategies: Strengths Needs
- 1. Differentiated Instruction 1. Language! Reading Program Fall 2007
- 2. Highly Qualified Teachers and Aides 2. Continued Professional Development
- 3. Students included in activities & mainstreamed 3. Stronger guidelines & support for how to adapt with general education students as often as possible adopted curriculum, standards & texts to the needs of students with disabilities 3/18/2009

PROFESSIONAL DEVELOPMENT AND HIRING

Performance Goal 3:

By 2005-2006, all students will be taught by highly qualified teachers.

Certificated Staff

Current Data% NCLB Compliant Teachers: 100% NCLB Benchmark: 100%

Instructional Aides

Current Data% NCLB Compliant Instructional Aides: 100% NCLB Benchmark: 100%

V. Description of Barriers and Related School Goals

The school community has developed five school goals to address specific needs at Linwood E. Howe. The first goal is related to the academic performance of our large population of English language learners (ELL students). About 30% of our students are learning English as a second language and are at various levels of doing so. There is a significant gap between their achievement and the achievement of our English-only population. Depending upon their English Language development (ELD) level, students are able to access grade-level instruction to various degrees. The goal we have set focuses on offering ELL students access to grade level standards so that they can more effectively master them. Teachers (all CLAD certified) offer instruction using appropriate ELD strategies. Teachers will also focus on front loading vocabulary and concepts during ELD small group instruction. ELL students will recieve support as needed from the ELD coordinator and the ELD aide. Additionally, ELL students have opportunities to participate in intervention and enrichment classes, including "Language!," the intensive language arts before school class.

A second goal we have set involves our students who are socioeconomically disavantaged. These students may have limited access to life experiences outside school, limiting their background knowledge. There is a significant gap between their achievement and the achievement of students who are not socioeconomically disadvantaged. Students and parents will be offered opportunities to participate in various school activites promoting background knowledge and school community. These activities include PTA sponsored Family Nights, parent education opportunities, and student assemblies. Additionally, students will be able to take part in before and after school enrichment and intervention opportunities such as free music and arts classes and reading intervention.

A third goal we have established is related to science. Fifth grade students are tested on the CST for knowledge of fourth and fifth grade science standards. While our students' scores have shown significant improvement, we would like to see achievement continue to grow school-wide, we have a new science text adoption and are working with personnel from UCLA to assist teachers in implementation of the new program. We have a committee of teachers who will provide staff development for teachers, as science instruction is not always a strength for teachers. We will hold science related family nights and assemblies to encourage family involvement in the study of science, such as Astronomy Night.

The fourth goal set by the Linwood Howe school community is related to physical fitness. Fifth graders are tested on their physical fitness achievement in the spring and some of the results indicate that students may not be prepared to transition to the middle school PE program, particularly the "aerobic capacity" portion of the test. Students may not be as physically active outside of the school day as we would expect. Therefore, our certificated PE teacher and his two aides are working to increase students' physical activity here at school using the SPARKS! curriculum. Our PE coach is also working with other coaches district-wide to calibrate the testing and develop strategies for addressing gaps in achievement. Additionally, we have events such as the Jog-a-thon to promote aerobic activity.

Our final goal is a technology goal. Observations of activity in the computer lab indicate sporadic use of specific software applications and unstructured expectations for students' acqusition of technology skills. One of the barriers to a school-wide understanding of technology integration is the lack of grade level standards for students. Therefore, teachers will work with the computer lab aide to develop grade level technology standards that deliniate specific skills students should acquire at each grade level. Another barrier to effective use of technology at Linwood Howe is the teachers' comfort level with computers and software applications. We are working with the district to provide professional development to teachers to build technology capacity. One of our teachers participates in district inservices and he comes back to the site and conducts professional development for teachers on topics such as using PowerPoint and creating podcasts.

VI. Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

SCHOOL GOAL # 1 (Based on conclusions from Analysis of Program Components English Language Learners (ELL) students will meet the AYP targe students will score at proficient or advanced on the English language at proficient or advanced on the math portion of the test.	s and Student Data pages) et on the 2009 California Standards Test (CST). At least 46% of ELL ge arts portion of the test. At least 47.5% of ELL students will score
Student groups and grade levels to participate in this goal: All Identified English Language Learners	Anticipated annual performance growth for each group: English Laguage Arts Goals by Grade Level: 2nd grade- 2008: 48%; 2009 goal: 50% 3rd grade- 2008: 13%; 2009 goal: 20% 4th Grade- 2008: 38%; 2009 goal: 45% 5th Grade- 2008 19%; 2009 goal: 25% Math Goals by Grade Level: 2nd grade- 2008: 41%; 2009 goal: 48% 3rd grade- 2008: 56%; 2009 goal: 60% 4th Grade- 2008: 6%; 2009 goal: 20% 5th Grade- 2008 19%; 2009 goal: 27%
Means of evaluating progress toward this goal: Galileo Benchmark Assessments Classroom Assessments	Group data to be collected to measure academic gains: 2009 CST data

SCHOOL GOAL #1				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Latino Family Literacy Project	Start: January 2009 Ongoing Monthly	Conference Attendance Instructional Supplies	\$3,600	ELAP
ELD Academy	Fall 2008	Instructor	\$2,450	Title I
Parent Education Classes	Periodic Throughout the School Year	teacher extra assignment hours materials	\$2,000	Education Foundation grants SI
ELD Instruction	Ongoing	None	N/A	N/A
English Classes for Parents	October 2008- June 2009	Instructor	N/A	Adult School
Bilingual Clerk/Typist Parent Liaison	September 2008- June 2009	Salary	\$20,000	Title I
Language! Before School Intervention Program	October 2008- June 2009	Instructional Materials Instructors	\$16,000	Title I SI ELAP
After School Intervention Classes	October 2008- June2009	Instructors	\$4,000	Title I

Supplemental Instructional Materials	January 2009	Measuring Up books	\$5,000	Title I Education Foundation school focus
				grant SI
Book Clubs	ongoing	none	N/A	N/A

⁽³⁷⁾ (38) (39) See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures

VI. Planned Improvements in Student Performance (continued)

SCHOOL GOAL #2 (Based on conclusions from Analysis of Program Components Socioeconomically Disadvantaged (SED) students will meet the AY 46% of SED students will score at proficient or advanced on the Eng students will score at proficient or advanced on the math portion of the students.	P target on the 2009 California Standards Test (CST). At least alish language arts portion of the test. At least 47.5% of SED
Student groups and grade levels to participate in this goal: Socioeconomically disadvantaged students in grades 2-5	Anticipated annual performance growth for each group: English Laguage Arts Goals by Grade Level: 2nd grade- 2008: 51%; 2009 goal: 55% 3rd grade- 2008: 28%; 2009 goal: 35% 4th Grade- 2008: 55%; 2009 goal: 59% 5th Grade- 2008 52%; 2009 goal: 56% Math Goals by Grade Level: 2nd grade- 2008: 41%; 2009 goal: 48% 3rd grade- 2008: 64%; 2009 goal: 66% 4th Grade- 2008: 42%; 2009 goal: 48% 5th Grade- 2008 45%; 2009 goal: 48%
Means of evaluating progress toward this goal: Galileo Benchmark Assessments Classroom assessments	Group data to be collected to measure academic gains: 2009 CST data

SCHOOL GOAL #2	,			
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Family Nights	Periodic Throughout the Year	None	None	PTA and Linwood E Howe Boosters
After School Homework Help	January 2009- June 2009	None- High School Volunteers	None	None
Parent Education Nights	Periodic Throughout the Year	Teacher Extra Assignment Hours Materials	\$2,000	Education Foundation Grants SI
Math Olympiads	September 2008- June2009	Membership Dues	\$200	Education Foundation Grant
Singapore Math	October 2008- June 2009	Consultant Conferences	\$7,000	Education Foundation Grants Donations
After School Enrichment Classes	October 2008- June 2009	Instructors Materials	\$9,000	PTA Donation
Assemblies	October 2008- June 2009	Presenters/ Performers	\$4,100	PTA Donations
Language! Before School Intervention Program	October 2008- June 2009	Instructional materials	\$16,000	Title I SI ELAP
After School Intervention Classes	October 2008- June 2009	Instructors	\$4,000	Title I

Supplemental Instructional Materials	January 2009	Measuring Up Books	\$5,000	Title I Education Foundation Grants
	ł			Si

⁽³⁷⁾ (38) (39) See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #3 (Based on conclusions from Analysis of Program Component 70% of fifth grade students will score proficient or advanced on the	
Student groups and grade levels to participate in this goal: all students, all grade levels	Anticipated annual performance growth for each group: All Students: 5th Grade- 2008: 66%; 2009 goal: 70% English Language Learners: 5th Grade- 2008: 31%; 2009 goal: 34% Socioeconomically Disadvantaged Students: 5th Grade- 2008 52%; 2009 goal: 55%
Means of evaluating progress toward this goal: Classroom Assessment	Group data to be collected to measure academic gains: 2009 CST data

Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Family Nights	Periodic Throughout School Year	None	None	PTA Volunteers
Teacher Professional Development	Periodic Throughout School Year	None	None	UCLA partnership
Service Learning Projects	Periodic Throughout School Year	Trout in the Classroom	\$1,720	Education Foundation Grants
Science Fair	April 2009	Awards	\$400	Title I SI
Hands-on School-wide activities (ie. Egg Drop)	Periodic Throughout School Year	Awards supplies	\$400	Title ! SI

⁽³⁷⁾ (38) (39)

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #4 (Based on conclusions from Analysis of Program Components 90% of fifth grade students will meet 5 out of 6 fitness criteria on the students will be in the Healthy Fitness Zone for aerobic capacity.	s and Student Data pages) e California Physical Fitness Test with 65% of the fifth grade
Student groups and grade levels to participate in this goal: All students, all grades	Anticipated annual performance growth for each group: Physical Fitness Goals:
	Percentage of Students Meeting 5 out of 6 Fitness Criteria- 2008 76.7%; 2009 goal: 90%
	Percentage of Students in the Healthy Fitness Zone for Aerobic Capacity- 2008 57%; 2009 goal: 65%
Means of evaluating progress toward this goal: PE assessments	Group data to be collected to measure academic gains: 2009 5th Grade Physical Fitness Test Scores

SCHOOL GOAL #4				
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
Jog-a-thon	March 2009	Awards decorations	\$400	SI Donations
Jump Rope for Heart	April 2009	None	None	None
Running Club	February 2008- June 2009	None	None	None
After School Enrichment Classes	October 2008- June2009	Instructors	\$9,000	PTA Donations
SPARK Curriculum implemented by certificated PE teacher and aides	September 2008- June 2009	PE Equipment	\$1,000	Title I SI Donations

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures (37) (38) (39)

VI Planned Improvements in Student Performance (continued)

SCHOOL GOAL #5 (Based on conclusions from Analysis of Program Components Develop and implement grade-level standards for technology.	s and Student Data pages)
Student groups and grade levels to participate in this goal: All students, all grades	Anticipated annual performance growth for each group: Every student will complete at least one document or project based on the grade-level technology standard for his/her grade.
Means of evaluating progress toward this goal: Student work	Group data to be collected to measure academic gains:

SCHOOL GOAL #5				•
Actions to be Taken to Reach This Goal (1) Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing and Professional Development)	Start Date(38) Completion Date	Proposed Expenditures (39)	Estimated Cost	Funding Source
professional development	October 2008- June 2009	None	None	Project TIE Grant
development of standards	February 2009- June 2009	None	None	N/A
all students have regular access to the computer lab	September 2008- June 2009	Computer Lab Instructional Aide	\$10,000	Title I Project TIE Grant
Various Technology Items	September 2008- June 2009	LCD Projectors	Unknown	Education Foundation Grants
		Laptop Computers		
		Digital Cameras		
Galileo Benchmark Assessment Software and Support	September 2008- June 2009	ATI Galileo Software	\$9,150	AB1802

See the "Chart of Required Contents for the SPSA" for content required by each program or funding source supporting this goal.

List the date an action will be taken or will begin, and the date it will be completed.

If funds appropriate to this goal are allocated to the school through the Consolidated Application or other source, list each proposed expenditure, such as "middle grades reading tutor" or "laptop computer" and the quantity to be acquired. Schools participating in programs for which the school receives no allocation may omit proposed expenditures (37) (38) (39)

Appendix A - School and Student Performance Data

Table 1: Academic Performance Index by Student Group

		PERFORMANCE DATA BY STUDENT GROUP												
PROFICIENCY LEVEL	All Students				White			African-American			Asian			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008		
Number Included	323	316	314	71	70	69	42	39	40	17	13	14		
Growth API	767	777	807	837	828	835								
Base API	773	765	792	849	835	837								
Target	1	5	5	А	Α	А								
Growth	-6	12	15	-12	-7	-2						-		
Met Target	No	Yes	Yes	Yes	Yes	Yes								

		PERFORMANCE DATA BY STUDENT GROUP												
PROFICIENCY LEVEL	Hispanic			English Learners			Economically Disadvantaged			Students with Disabilities				
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008		
Number Included	172	169	157	96	87	93	149	135	138	46	39	34		
Growth API	719	740	777	672	725	746	708	732	777					
Base API	731	717	753	700	670	734	712	706	751					
Target	1	5	5	1	7	5	1	5	5	·				
Growth	-12	23	24	-28	55	12	-4	26	26					
Met Target	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes					

Table 2 - Title III Accountability (District Data)

PROFICIENCY LEVEL	AMA	O 1- Annual G	irowth	AMAO 2 - A	Attaining English	Proficiency
TROTTOLETO'S ELVEE	2005-06	2006-07	2007-08	2005-06	2006-07	2007-08
Number of Annual Testers	917	859	791			
Percent with Prior Year Data	99.6%	92.4%	99.9%			
Number in Cohort	913	794	790	432	498	471
Number Met	585	414	511	173	170	221
Percent Met	64.1%	52.1%	64.7%	40%	34.1%	46.9%
NCLB Target	52%	48.7%	50.1%	31.4%	27.2%	28.9%
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

Table 3: English-Language Arts Adequate Yearly Progress (AYP)

- · · · · · · · · · · · · · · · · · · ·		ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
AYP PROFICIENCY LEVEL	All Students				White			African-American			Asian		
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008	
Participation Rate	100	99	100	100	98	100	100	100	100	95	100	100	
Number At or Above Proficient	148	139	166	44	40	42	19	18	23	13	7	9	
Percent At or Above Proficient	46.5	44.0	52.4	62.9	57.1	60.9	46.3	46.2	57.5	76.5	53.8	60.0	
AYP Target	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes		-	-	_	-	_	

			ENGLIS	H-LANGU	AGE ART	S PERFOR	RMANCE	DATA BY	STUDEN	GROUP		
AYP PROFICIENCY LEVEL	Hispanic			English Learners			Socioeconomic Disadvantage			Students w/Disabilities		
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008
Participation Rate	100	100	100	100	100	100	100	100	100	98	100	100
Number At or Above Proficient	58	59	70	26	22	32	52	46	63	11	6	9
Percent At or Above Proficient	34.3	34.9	44.0	27.1	25.3	34.4	35.6	34.1	45.0	23.9	15.4	24.3
AYP Target	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**	24.4* 22.3**	24.4* 22.3**	35.2* 33.4**
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		-	-

^{* =} AYP Target for Elementary/Middle Schools (2006=24.4%), (2007=24.4%), (2008=35.2%)
** = AYP Target for High Schools (2006=22.3%), (2007=22.3%), (2008=33.4%)

Table 4: Mathematics Adequate Yearly Progress (AYP)

		MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
AYP PROFICIENCY LEVEL	All Students			White			African-American			Asian			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008	
Participation Rate	100	99	100	100	98	100	100	100	100	95	100	100	
Number At or Above Proficient	179	178	182	48	47	47	19	23	25	12	11	11	
Percent At or Above Proficient	56.3	56.3	57.4	68.6	67.1	68.1	46.3	59.0	62.5	70.6	84.6	73.3	
AYP Target	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes	-		-	_	-		

	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP												
AYP PROFICIENCY LEVEL	Hispanic			English Learners			Socioeconomic Disadvantage			Students w/Disabilities			
	2006	2007	2008	2006	2007	2008	2006	2007	2008	2006	2007	2008	
Participation Rate	100	100	100	100	100	100	100	100	100	98	100	100	
Number At or Above Proficient	83	80	75	42	43	35	65	66	66	15	9	7	
Percent At or Above Proficient	49.1	47.3	47.2	43.8	49.4	37.6	44.5	48.9	47.1	32.6	23.1	18.9	
AYP Target	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0° 32.2**	26.5° 20.9**	26.5* 20.9**	37.0* 32.2**	26.5* 20.9**	26.5* 20.9**	37.0* 32.2**	
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		_	_	

^{* =} AYP Target for Elementary/Middle Schools (2006=26.5%), (2007=26.5%), (2008=37%)
** = AYP Target for High Schools (2006=20.9%), (2007=20.9%), (2008=32.2%)

Table 5: California English Language Development (CELDT) Data

Grade		California English Language Development Test (CELDT) Results for 2007-2008											
Orage		Advanced		Early Advanced		Intermediate		rmediate	Beginning		Number Tested		
	#	%	#	%	#	%	#	%	#	%	#		
K					********	***	*******	***			2		
1	2	7	4	14	16	57	6	21			28		
2			. 8	32	9	36	6	24	2	8	25		
3			6	27	13	59	2	9	1	5	22		
4	1	6	8	44	8	44	1	6			18		
5	2	14	11	79	1	7					14		
Total	5	5	37	34	48	44	16	15	3	3	109		

Appendix B - Analysis of Current Instructional Program

The following statements are adapted from No Child Left Behind (NCLB), Title I, Part A and the California Essential Program Components (EPC). These statements were used to discuss and develop findings that characterize the instructional program at this school for students:

- Not meeting performance goals
- · Meeting performance goals
- · Exceeding performance goals

Special consideration was given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs. A synopsis of the discussion is provided.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (NCLB)
 The State and local assessments that are used to improve student achievement and to inform and modify instruction. The following assessments are use:

Galileo Benchmark Assessments in Language Arts and Mathematics STAR Test Data

Open Court Reading Unit assessments, including writing prompts, comprehension check points

Fluency assessments

District developed Math assessments

Teacher designed assessments

Johnston Spelling Inventory

Basic Phonics Skills Test (BPST)

Phonemic Awareness Assessments such as segmenting, oral comprehension (Kindergarten/First Grade)

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC) Teachers use Galileo Benchmark Assessment Data to drive instruction and design intervention. Grade level teams examine data from Development Profile and At-Risk Analysis reports to determine student academic needs. Benchmark assessments are given three times yearly in first through fifth grades. This data provides teachers with a probabliity of student success on the California Standards Tests administered each year in the late spring. Additionally, the data offers teachers an opportunity to engage in curriculum callibration to continue to improve instruction.

Staffing and Professional Development

- 3. Status of meeting requirements for highly qualified staff (NCLB) 100% of certificated teachers are highly qualified.
- 4. Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC)

Teachers have completed professional development training pertinent to the this year's science textbook adoption. Additionally, the Principal will have completed necessary requirements of AB75/AB430 training as of August 2009.

 Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC)
 All faculty at Linwood E. Howe Elementary School have met the requirements necessary and are highly qualified and fully credentialed according to NCLB. 6. Alignment of staff development to content standards, assessed student performance, and professional needs (NCLB)

The general monthly organization of professional development/grade level collaboration for teachers at Linwood E. Howe Elementary School includes the following on Wednesday afternoons, over the course of each month:

Staff Meeting
Professional Development/Galileo
Grade Level Meetings
Project TIE-technology professional development

Additionally, teachers have a one hour block of time every other week to meet as a collaborative grade-level team.

During the above meetings, teachers use their time to collaborate, discuss, evaluate, and identify the needs of their students based on interim and benchmark assessments. They use data to design immediate intervention for individual students accross each grade level.

7. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Ongoing instructional assistance and support for teachers is provided by the District English Language Development Teachers on Special Assignment (ELD TOSA's), by Data TOSA's, and by Beginning Teacher Support and Assessment personnel (BTSA TOSA's). The teachers who staff our Resource Specialist Program provide continuous support and suggestions to teachers to help students who are struggling in various areas of the curriculum. Other specialists provide consultation and support to teachers of students with special needs, including the school psychologist and occupational therapist. Additionally, Project TIE mentors serve as a technology resource for all teachers on campus.

8. Teacher collaboration by grade level (EPC) At Linwood E. Howe Elementary School the Physical Education program provides for a thirty minute daily (4 times per week) opportunity for teachers to collaborate across grade levels. Twice each month, the students participate in a one hour Physical Education class during which time the teachers of each grade level collaborate on curricular areas, to examine data, and to plan unit lessons and intervention and enrichment. Periodically, grade level teams will meet for vertical articulation (meeting with the grade level above and below) to plan and

collaborate.

Teaching and Learning

- 9. Alignment of curriculum, instruction, and materials to content and performance standards (NCLB) All teachers across all grade levels at Linwood E. Howe Elementary School adhere to the Claifornia Content Standards. All instructional materials are standards based and in social studies and in science the materials are from the recent State adoptions. Essential standards have been identified by teacher teams and are being taught across the grade levels. Benchmark assessments are administred three times each year to students in grades one through five. Kindergarteners are given other appropriate periodic assessments in English Language Arts and Mathematics, including the Johnston Spelling Inventory, Basic Phonics Skills Test (BPST), and phonemic awareness assessments such as segmenting, oral comprehension. Benchmark assessment data is used to inform instruction and to determine intervention and enrichment needs.
- 10. Adherence to recommended instructional minutes for reading/language arts and mathematics (EPC) All teachers are meeting the suggested number of minutes per day for each curricular area. ENGLISH LANGUAGE ARTS:

Kindergarten - 90 minutes
First - Third Grade - 150 minutes
Fourth & Fifth - 120 minutes
MATHEMATICS:
Kindergarten - Fifth Grade - 45-60 minutes
ENGLISH LANGUAGE DEVELOPMENT:

Kindergarten - Fifth Grade - 20 minutes

- 11. Lesson pacing schedule (EPC)
 - At the beginning of the school year, teachers met as grade-level teams to design teaching plans for the year to provide guidance and structure for delivering instruction in the essential California Content Standards in English Language Arts and Mathematics. They used the Culver City Unified School District Essential Standards that were developed last school year as well as the identified standards to be tested at each Galileo Benchmark period to guide their planning. Interim assessments are administered three times per year to gather data. That data is analyzed and then used to inform instruction for intervention and enrichment.
- 12. Availability of standards-based instructional materials appropriate to all student groups (NCLB)

 Culver City Unified School District provides all students across grade levels with standards based instructional materials in all curricular areas.
- 13. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials (EPC) Students at Linwood E. Howe Elementary School have available and use the following SBE-adpoted and standards-aligned materials:

Open Court Reading 2002, including English Language Support Guide,Intervention Guide McGraw-Hill Mathematics, including reteach and enrichment Scott Foresman Science

Houghton-Mifflin Social Studies

Opportunity and Equal Educational Access

- 14. Services provided by the regular program that enable underperforming students to meet standards (NCLB) The Open Court Reading Program provides for a daily flexible grouping time known as Workshop. During that time, the teacher works with small groups to provide interventions such as pre-teaching and re-teaching instruction. Many classes have regualr assistance from parent/grandparent volunteers. They read with students, drill and practice math facts, and generally help with follow up activities which support previous classroom instruction. Many students participate in Book Clubs during the instructional day to support reading comprehension and enjoyment.
- 15. Research-based educational practices to raise student achievement at this school (NCLB)
 Teachers throughout Culver City are learning to use a District protocol for assessing and using student data to
 design interventions which will address students' learning difficiencies and identify areas for enrichment. The
 program we use is called Galileo and it provides periodic benchmark assessments which are used to drive
 instruction. Grade level teams regularly meet to collaborate and plan this instruction. Beginning in August of 2008,
 Administrators began working with Dr. Dennis Fox to develop the protocols. All teachers will continue to
 participate in professional development sessions focusing on the use of data and the development of intervention
 strategies.
- 16. Opportunities for increased learning time (Title I SWP and PI requirement) At Linwood E. Howe Elementary School, opportunities for increased learning time are funded through School Improvement (SI), Title I, and English Language Acquisition Program (ELAP) monies and are designed to meet the various needs of our diverse populationand to raise student achievement. The opportunities are described below:

VIKING CLUB is a program that helps students who are performing below basic level to help them solidify the basic skills needed to meet grade level expectations. The philosophy of Viking Club stresses remediation. Classes occur both before and after school.

"LANGUAGE!" is a comprehensive reading and language arts program designed for third through twelfth graders who are substantially behind in those areas. We began using the program for third through fifth grade students in 2007-08. It is provided as a supplement to our District adopted Open Court Reading Program. Students who are enrolled in "Language!" attend hour-long classes, four days per week before school begins. The program is based on cerebral research that identifies how the brains of successful readers use different sections of their brains than those who are struggling readers. The idea is to redirect struggling readers to use the parts of their brain that make it easier to learn to read and write. Third, fourth and fifth grade students are eligible for the program through teacher recommendations, low scores on the previous year's California Standards Test (CST), and/or low scores on the "Language!" formative tests. The "Language!" program is completely interactive and provides direct instruction for six areas of language arts: phonemic awareness and phonics; word recognitions and spelling; vocabulary and morphology; grammar and usage; listening and reading comprehension; and speaking and writing.

ENGLISH LANGUAGE DEVELOPMENT (ELD) ACADEMY is an after school program that focuses on working with English Language Learners to increase their language proficiency. Classes occur after the instructional day.

17. Transition from preschool to kindergarten (Title I SWP)

Pre-school teachers and kindergarten teachers at Linwood E. Howe meet informally to discuss the needs of pre-schoolers as they transition into kindergarten. The teachers provide information on each individual pre-school student which includes the child's strengths and weaknesses. Additional meetings are held with IEP teams for students who have special needs.

PRESCHOOL to KINDERGARTEN TRANSITION GOAL(S)

To help integrate preschoolers into the Linwood E. Howe Elementary School kindergarten program we will:

- 1. Invite the preschool classes to visit the kindergarten classrooms in the spring
- 2. Meet with the preschool teachers for an exchange of ideas and suggestions
- 3. Share a playground with the preschool, which gives us a chance to communicate informally with the preschool teachers
- 4. Hold a parent information night
- 5. Provide a special day for Pre-Ks and their parents to spend the morning in the kindergarten classes with joint activities for the children
- 6. Invite pre-K parents to our spring Open House
- 7. Parent organized August welcome to Linwood Howe School activity for pre-Ks and their families

ELEMENTARY to MIDDLE SCHOOL TRANSITION GOAL(S)

Upper elementary school teachers assist students in the transition into the Culver City Middle School by doing the following:

- 1. Use team teaching across the grade level
- 2. Teach organizational strategies
- 3. Teach pacing strategies through long term projects
- 4. Have Middle School students visit our campus to talk to the students
- 5. Take students to Middle School orientation
- 6. Monitor math placement tests
- 7. Use homework agenda for all teachers
- 8. Invite parents to Middle School orientation for parents
- 9. Provide for bi-annual articulation between 5th and 6th grade teachers

<u>Involvement</u>

18. Resources available from family, school, district, and community to assist under-achieving students (NCLB) The following resources are available to the students of Linwood E. Howe Elementary School:

School-wide Science Fair

Symphonic Jazz Orchestra Music Classes

Artist's in Residence Training Program through the Music Center Education Division

Free Enrichment program/ Arts Technology/ Sports

Art instruction per individual class

Chess Test Tutors

Young Storytellers Foundation Screenwriting Program

Latino Family Literacy Program

Rolling Readers

Book Clubs

PTA and Booster Club Sponsored events such as Family Nights

Field trips and assemblies funded by PTA

Math Olympiads

High School Cross-age Homework Tutoring

19. Strategies to increase parental involvement (Title I SWP)
In an effort to increase parental involvement the following opportunities exist:

English Learner's Advisory Committee
School Site Council
PTA
Linwood E Howe Boosters
School website
Volunteer opportunities in classrooms,on field trips, and school wide extra-curricular activities
Latino family Literacy Project
Parent education opportunities including computer and English Classes

20. Involvement of parents, community representatives, classroom teachers, and other school personnel in the planning, implementation, and evaluation of consolidated application programs (5 CCR 3932) Parents represent Linwood E. Howe on the District English Language Advisory Committee (DELAC) and the district Gifted and Talented Education (GATE) Committee.

<u>Funding</u>

21. Services provided by categorical funds that enable underperforming students to meet standards (NCLB) Listed below are services provided by categorical funds that enable underperforming students to meet NCLB standards:

School Improvement Funds: Instructional Aides, Before/after school classes, supplemental instructional materials and supplies, teacher conferences

Discretionary Block Grant Funds AB 1802: Books, Instructional Supplies, ATI (contract for benchmark assessment software)

ELAP: After School Tutoring Program, conferences

Title I: Kindergarten Instructional Aides, Bilingual clerk/Parent Liaison, After school classes

Appendix C - Programs Included in this Plan

Check the box for each state and federal categorical program in which the school <u>participates</u> and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school <u>participates</u>. If the school receives funding, then the plan must include the proposed expenditures.)

State	Programs	Allocation
[]	California School Age Families Education <u>Purpose</u> : Assist expectant and parenting students succeed in school.	9
[]	Economic Impact Aid/ State Compensatory Education <u>Purpose</u> : Help educationally disadvantaged students succeed in the regular program.	\$
[]	Economic Impact Aid/ English Learner Program <u>Purpose</u> : Develop fluency in English and academic proficiency of English learners	\$
[]	High Priority Schools Grant Program <u>Purpose</u> : Assist schools in meeting academic growth targets.	\$
[]	Instructional Time and Staff Development Reform <u>Purpose</u> : Train classroom personnel to improve student performance in core curriculum areas.	\$
[]	Peer Assistance and Review Purpose: Assist teachers through coaching and mentoring.	\$
[]	Pupil Retention Block Grant <u>Purpose</u> : Prevent students from dropping out of school.	\$
[X]	School and Library Improvement Program Block Grant <u>Purpose</u> : Improve library and other school programs.	\$58, 043.71
[]	School Safety and Violence Prevention Act Purpose: Increase school safety.	\$
[]	Tobacco-Use Prevention Education Purpose: Eliminate tobacco use among students.	\$
[X]	List and Describe Other State or Local funds (e.g., Gifted and Talented Education): Discretionary Block ELAP	\$11,916.78 13,511.77
otal a	mount of state categorical funds allocated to this school	\$83,472.26

Feder	al Programs under No Child Left Behind (NCLB)	Allocation
[]	Title I, Neglected <u>Purpose</u> : Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	\$
[]	Title I, Part D: Delinquent <u>Purpose</u> : Supplement instruction for delinquent youth	\$
[X]	Title I, Part A: Schoolwide Program <u>Purpose</u> : Upgrade the entire educational program of eligible schools in high poverty areas	\$91,612.15
[]	Title I, Part A: Targeted Assistance Program <u>Purpose</u> : Help educationally disadvantaged students in eligible schools achieve grade level proficiency	\$
[]	Title I, Part A: Program Improvement <u>Purpose</u> : Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	\$
[]	Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose</u> : Improve and increase the number of highly qualified teachers and principals	\$
[]	Title II, Part D: Enhancing Education Through Technology <u>Purpose</u> : Support professional development and the use of technology	\$
[]	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students <u>Purpose</u> : Supplement language instruction to help limited-English-proficient (LEP) students attain English proficiency and meet academic performance standards	\$
[]	Title IV, Part A: Safe and Drug-Free Schools and Communities <u>Purpose</u> : Support learning environments that promote academic achievement	\$
[]	Title V: Innovative Programs <u>Purpose</u> : Support educational improvement, library, media, and at-risk students	\$
[]	Title VI, Part B: Rural Education Achievement Purpose: Provide flexibility in the use of NCLB funds to eligible LEAs	\$
[]	Other Federal Funds (list and describe(42)	\$
Total an	nount of federal categorical funds allocated to this school	\$91,612.15

Total amount of state and federal categorical funds allocated to this school	\$175,084.41
	•

⁽³⁾ For example, special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs.

Appendix D - Recommendations and Assurances (Linwood E. Howe Elementary School)

The school site council recommends this school plan and proposed expenditures to the district governing board for approval, and assures the board of the following:

- 1. The school site council is correctly constituted, and was formed in accordance with district governing board policy and state law.
- 2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
- 3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):
 - [] School Advisory Committee for State Compensatory Education Programs
 - [X] English Learner Advisory Committee
 - [] Community Advisory Committee for Special Education Programs
 - [] Gifted and Talented Education Program Advisory Committee

Other (list)

Staff Leadership Committee

- 4. The school site council reviewed the content requirements for school plans of programs included in this Single Plan for Student Achievement and believes all such content requirements have been met, including those found in district governing board policies and in the Local Improvement Plan.
- This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This school plan was adopted by the school site council on: January 15, 2009

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Amy Anderson

Typed name of school principal

Zig Gauthier

Typed name of SSC chairperson

Signature of school principal

ignature of SSC chairperson

7 1

Date

Appendix E - Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

Linwood E. Howe Elementary School THREE WAY COMPACT FOR 2008-2009

WE ARE A SCHOOL WHERE CHARACTER COUNTS

The Linwood Howe School Student's Commitment

As a Lin Howe student, I realize that my education is important to me. I understand my parent(s) and teachers want to help me do my very best in school. I know I am the one responsible for my own success, and that I must work hard to achieve it. Therefore, I will be responsible for the following:

- Using all the following Pillars of Character in my daily life: Trustworthiness, Respectfulness, Responsibility, Fairness, Caring, and Good Citizenship.
- Being responsible about my own behavior by following all school and classroom rules.
- Respecting the rights of others to learn without distraction and disruption.
- Coming to school on time, every day, and being prepared to do my best.
- Complete all in-class and homework assignments, on time.
- Spending time at home reading and studying.
- Asking for help from teachers and parents, when needed.
- Keeping open communication with my family by sharing information about my school day...

Student's Signature Date

Parents Pledge:

The Linwood Howe School Parent's Commitment

As a Linwood Howe School parent, I/we will be responsible for letting my child know through my words and deeds that education is important. Therefore, I/we will be responsible for the following:

- Modeling the same Pillars of Character traits that your child is expected to follow at school: Trustworthiness, Respectfulness, Responsibility, Fairness, Caring, and Good Citizenship.
- Supporting the school and district's homework, discipline, and attendance policies.
- Being involved in my child's education through participation in school events such as Parent Conferences, Back to School Night, PTA functions, and Open House.
- Providing a quiet place, time, and materials needed for my child to study and complete homework.
- Encouraging my child to complete his/her homework.
- Making sure my child gets an adequate night's sleep and a healthy diet.
- Having my child attend school regularly and on time.
- Listening to, encouraging, or reading with my child on a daily basis.
- Reviewing all school communications and returning notices.
- Keeping open communication with my child by listening to his/her concerns.

Parent's/Guardian's Signature Date

Staff Pledge:

The Linwood Howe School Teacher's Commitment

As a Linwood Howe teacher, I understand that education is important to every student's life. I also understand the role I play in making a difference. Therefore, I will be responsible for the following:

- Modeling the same Pillars of Character Traits that our students are expected to follow: Trustworthiness, Respectfulness, Responsibility, Fairness, Caring, and Good Citizenship.
- Providing a challenging and positive instructional program to teach all students.
- Teaching grade level standards and addressing the individual needs and strengths of all students.
- Assigning appropriate homework with clear instructions.
- Correcting and returning appropriate work in a timely manner
- Helping students follow the school and classroom rules.
- Assisting parents with how to help children at home.
- Maintaining open communication with parents, to include them as partners in their child's education and behavior.

Appendix F - School Site Council Membership: Linwood E. Howe Elementary School

Education Code Section 64001 requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the council is as follows (43):

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Irma Berganza	[]	[]	[]	[X]	[]
Rebecca Danelski	[]	[]	[]	[X]	[]
Zig Gauthier	[]	[]	[]	[X]	[]
Paullette Schaefer	[]	[]	[]	[X]	[]
Laurie Schwartz	[]	[]	[]	[X]	[]
Margie Cunningham	[]	[]	[X]	[]	[]
Tracey Burns	[]	[X]	[]	[]	[]
Hodge, Amy	[]	[X]	[]	[]	[]
Jo Marie Taylor	[]	[X]	[]	[]	. []
Amy Anderson	[X]	[]	[]	[]	[]
Numbers of members of each category	1	3	1	5	

⁽⁴³⁾ At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

14.2d <u>Approval is Recommended for the Community Based English Tutoring Program Application</u>

Community Based English Tutoring (CBET) supports free or subsidized English language instruction to parents or other community members who pledge to provide English language tutoring to California school children with limited English proficiency. The funds may be used for direct program services, community notification processes, transportation services, and background checks related to the tutoring program.

RECOMMENDED MOTION:

That the Board approves the Intent to Re-apply for the Community Based English Tutoring

Program, Fiscal Year 2008-2009.

Moved by:

Seconded by:

Vote:

COMMUNITY-BASED ENGLISH TUTORING PROGRAM APPLICATION FORM, FISCAL YEAR 2009-10

Submission Postmark Deadline: May 15, 2009

Local Educational Agency (LEA) Information	
Name of LEA	
County/District Code1 _ 9 / _6 4 4 4 4 4	
School Code (Leave blank unless applicant is a direct-funded charter school)	
Program Director Name Victor Gallardo	
Title Principal	
Telephone Number3108424200 x_3302	
Fax Number310842 4343	,
E-mail Address victorgallardo@ccusd.org	·
Chief Fiscal Officer David El Fattal	
Title Asst. Supt. Business Services	
E-mail Address davidelfattal@ccusd.org	×

Assurances

The signature of the superintendent or designee on this form acknowledges that the following general assurances will be observed.

- 1. The conditions established pursuant to California Education Code (EC) sections 315-317, and California Code of Regulations (CCR), Title 5, sections 11315, 11315.5, and 11315.6, will be met by the LEA in the administration of this program.
- The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
- 3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the adults participating in the tutoring program.
- 4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to English learners in kindergarten through grade twelve.

- 5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.
- 6. A Community-Based English Tutoring (CBET) plan will be adopted by the local governing board and include elements of instruction and achievement information as described by EC Section 317. The data collected shall be used, by the governing board, to review and revise the plan as necessary, not less than once every three years, and be made available to the state as requested.

Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the CBET program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the California Department of Education and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with *EC* sections 315-317, and *CCR*, Title 5, sections 11315 and 11315.5.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

•	Name of LEA	Culver City Unified School District
	Signature of Superintendent or Designee	Dr Nyfre fevera Coti
·	Printed Name	Dr. Myrna Rivera Coté
	Title	Superintendent
	Board App	proval
	Board Approval Date	
	Signature of Presiding Officer of Governing Board	
	Printed Name	

Mail this application form, postmarked on or before May 15, 2009, to:

CBET Application
Language Policy and Leadership Office
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814-5901

BOARD REPORT

3/24/09 14.2e

14.2e <u>Approval is Recommended for a New Course at Culver City High School:</u> <u>Journalism 1 and 2</u>

Culver City High School currently offers one section of Journalism I for elective credit that is not UC approved. Penny Schulte, CCHS teacher, with the approval of CCHS Principal Pam Magee and Assistant Principal Michael Marcos, is proposing a course in Journalism designed and intended for UC approval. Journalism 1 and 2 is a two-tiered course that will give students a rigorous one-year elective. Course contents are aligned with California Standards.

RECOMMENDED MOTION:	That the Board approves the Journalism 1 and 2 course for Culver City High School.
Moved by:	Seconded by:
Vote:	

Culver City Unified School District

Course Proposal

Proposal For Journalism 1,2

School Culver City High School

What Is: Describe the current condition—both the positive aspects and those needing improvement. Include descriptions about standards, materials and any other factors that influence the quality of the program as it currently exists.

CCHS currently offers one section of Journalism I for elective credit that is not UC approved. There is neither a set curriculum nor a textbook. As the teacher, I create materials each week to teach interviewing, news judgment, writing, and editing. The class publishes eight issues of the student newspaper each year using six classroom computers, each equipped with InDesign publishing software obtained through SI grants. The paper is printed at Gardena Valley News and funded by a donation from the CCHS Alumni Association and sales of ads and subscriptions. While the paper has grown in popularity, enrollment in the class remains low, at around 20 students. Several factors influence why few students take the class. Two of those reasons can be addressed with this new course proposal. One factor is that students with their sights set on attending a 4-year university avoid taking the class altogether because it is not a UCapproved elective. Other students may take it for a year, but not two, for fear that the repetition of Journalism I on their transcripts will appear as if they are repeating the class. A new, two-tiered course that is UC approved will attract more students to the class and give CCHS an additional rigorous one-year elective.

What Ought To Be: These course descriptions you are creating are extremely important to the development of curriculum in your department.

1)	The course is intended to be:core orXsupplemental
2)	Is the course intended for UC approval? X yesno
3)	Are there pre-requisites for this course? X yes no If so, what are they? a "B" or better in English class
4)	The course is intended for the following grade level(s):9 X 10 X 11 X 12

Culver City Unified School District

Course Proposal (Continued)

Implications: List the related expenses and provide narrative explanation where necessary. Be specific with respect to what would need to happen and by when. What resources are needed to accomplish this goal?

Considerations

- Scheduling and programming:
 No change to the schedule or programming. The class would still be offered during one class period.
- 2) Facilities, furniture, wiring, etc.
- 3) Equipment, materials, supplies:
 Textbooks obtained through grants (SI, Ed
 Foundation, or Journalism organizations)
- 4) Personnel:
 No change
- 5) Other (lab fees, contest entrance fees, etc.)
 None
- 6) Implementation: Describe the steps which could realistically be undertaken next fall in view of the practicalities and constraints of time and other resources.

Before the fall, I would need to secure funds to purchase textbooks and submit the course for UC approval, which I intend to do in the next week.

Prepared By:

nny Schulte 2/12/09

Approved By:

Pam Magee Pan Majer Principal Agreenie Lagura

Assistant Superintendent, Educational Services

Date

BOARD REPORT

14.2f Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #08-09

Under AR 5144.1(s) a student may have an alternative to an expulsion hearing. A stipulated expulsion is a proposed recommendation to expel presented to the Board of Education that bypasses the hearing process based on agreement of the district and parent/guardian.

All of the following must occur for a stipulated expulsion to be considered:

- a) the facts leading to the recommendation to expel are not disputed, and
- b) the principal and Superintendent's designee believe it is in the best interest of the student, and
- c) parent/guardian and principal agree that it is unnecessary to convene an administrative hearing panel to make a recommendation to the Board to expel, and
- d) the parent/guardian voluntarily agrees to a proposed expulsion order that will be presented to the Board of Education for action.

District Administration recommends that Case #08-09, a 10th grade student at Culver City High School, be expelled from the Culver City Unified School District. The student will be expelled under the terms and conditions of a stipulated expulsion that will remain in effect until January 2010.

RECOMMENDED MOTION:	That the Board approve the Stipulated Expulsion of Pupil Services Case #08-09.
Moved by:	Seconded by:
Vote:	

14.3a <u>Resolution #24/2008-2009 Tax and Revenue Anticipation Notes (TRANs) for 2009-2010</u>

By passing the resolution before the Board, Culver City Unified School District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. In 2008-2009, over 160 school districts, community college districts, and county offices of education were involved in the issuance of more than \$460 million of notes issued through the Program. This participation represents a significant majority of schools that issue TRANs. The 2009-2010 Program will be the 22nd year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

Tax and Revenue Anticipation Notes (TRANs): TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).

TRANs Economics: Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

Cash Reserve Program Background: The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time, the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers, issuing more than \$460 million for the 2008-2009 fiscal year. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- Participants benefit from a cost-effective and administratively simple method to issue their TRANs.
- Documentation is streamlined for governing board approval
- Participants benefit from year-round administrative assistance

Cash Reserve Program Process: The Cash Reserve Program involves the following key steps in order to participate:

- 1. Adoption of Resolution: Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
- 2. Cash Flow and Credit Background Process: Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial proforma cash flow statement for 2009-2010. Participants review, revise and approve their cash flow statement. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
- 3. Pricing: The pricing of the issue is anticipated to occur in early June. At that time, the interest rate on the notes will be locked-in. The Program will offer us the option of a fixed-rate investment for the Note proceeds. Our District is not obligated to participate until it acknowledges issuance prior to the sale of notes.
- 4. Closing: Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

RECOMMENDED MOTION: That the Board of Education for Culver City

Unified School District approve the attached

resolution concerning the TRANs Program.

Moved by: Seconded by:

Vote:

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

CULVER CITY UNIFIED SCHOOL DISTRICT RESOLUTION #24 / 2008-2009

NAME OF DISTRICT:	CULVER CITY UNIFIED SCHOOL DISTRICT	
LOCATED IN: COUNT	Y OF LOS ANGELES	
MAXIMUM AMOUNT	OF BORROWING: \$5,000,000.00	

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-2010 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2010 ("Fiscal Year 2009-2010") by the issuance of its 2009-2010 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund

^{*} If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

(or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2009-2010; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2009-2010 and available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2009-2010; and

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2009-2010 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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^{**} Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Recitals. All the above recitals are true and correct and this Board so finds Section 1. and determines.

Section 2. Issuance of Notes.

- Initial Issuance of Notes. This Board hereby determines to borrow, and hereby (A) requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2009-2010, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 et seq. of the Act, designated generally as the District's "2009-2010 [Subordinate]** Tax and Revenue Anticipation Notes, Series "in one or more of the following Series, in order of priority of payment as described herein:
 - the Series A Notes, being the initial Series of Notes issued under this **(1)** Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and
 - one or more Series of Additional Notes issued in accordance with the (2) provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit

^{*}For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

**A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2009-2010, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the

Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

- (B) <u>Issuance of Additional Notes</u>. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:
 - (1) The District shall not have issued any tax and revenue anticipation notes relating to the 2009-2010 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.
 - (2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").
 - (3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 et seq. of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof.

The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

- (4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder.
- (5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:
 - (a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.
 - (b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.
 - (c) A certified copy of this Resolution and any applicable Supplemental Resolution.
 - (d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.
 - (e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Purchase Agreement.
 - (f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).
 - (g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the

applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

<u>Section 3</u>. <u>Form of Notes</u>. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Sale of Notes; Delegation. Any one of the President or Chairperson of the Section 4. Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2009 through March 1, 2010 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or

certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery: provided, however, that any such Certificate Purchase Agreement or Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

- Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (i.e., the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.
- (A) <u>Certificate Structure</u>. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each

Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made

under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) <u>Certificate Structure</u>. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the

obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Disposition of Proceeds of Notes. The moneys received from the sale of Section 7. each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument, such funds may be requisitioned by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Month (as defined hereinafter) designated in

the Pricing Confirmation applicable to such Series of Notes, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable: provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

For Notes issued in calendar 2009, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2009, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2009, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2010, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably

expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

Amounts in any Proceeds Subaccount relating to a Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 8. Source of Payment.

The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2009-2010, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the payment priority provisions of Section 17 hereof and this Section 8.

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In order to effect, in part, the pledge referenced in the preceding paragraph, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2009-2010) until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to such Series of Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes.

Any Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Month, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

In the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2009-2010 and which are generally available for the payment of current expenses and other obligations of the District.

- Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.
- (C) On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes prorata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata;
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata;
 - e. fifth, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such

Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider(s) and corresponding Credit Instrument(s) payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each month, beginning in the month designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the corresponding Credit

Provider, if any, a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(E) Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

- Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.
- (B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
- (C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.
- (D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.
- (E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.
- (F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by

it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

- (A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes, and (iii) accept its obligations under the Credit Agreement(s).
- (B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s).
- (C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s) and the execution and delivery of the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement, if applicable, and Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative

regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

- (D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.
- (E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2009-2010 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2009-2010, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.
- (F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2009-2010, all of which will be legally available to pay principal of and interest on such Notes.
- (G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2003-2004 through Fiscal Year 2007-2008, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2008-2009 and 2009-2010, respectively.
- (H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.
- (I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability

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to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

- (J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.
- (K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.
- (L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.
- (M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

- (N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.
- (O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.
- (P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.
- (Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2009 (the "Fiscal Year 2008-2009") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2008-2009 or Fiscal Year 2009-2010 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.
- (R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010.
- (S) The District will maintain a positive general fund balance in Fiscal Year 2009-2010.

- (T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.
- (U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.
- Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes (or on any Series of Pool Bonds related thereto) under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes (or on any Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.
- In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Series of Notes, this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are

required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

- (C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.
- (D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;
- (B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;
- (C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;
- (D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;
- (E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings

prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

- (F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and
- (H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

- (1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and
- (2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable,

prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Trust Agreement or the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(C)(1), (2) and (3) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or

supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall

be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

- (B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.
- (C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).
- (D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.
- (E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.
- (F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:
 - (1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted:
 - (2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the

related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

- (3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.
- (G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.
- (H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.
- Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of

Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the applicable Credit Agreement, and (ii) provide the corresponding Credit Provider with any and all information relating to the District as such corresponding Credit Provider may reasonably request.

- Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.
- Section 21. <u>Limited Liability</u>. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.
- Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A FORM OF NOTE

	FORM OF NOTE	
R-1		

DISTRICT/	BOARD OF EDUCATION			
COUNTY OF	, CALIFORNIA			
2009-2010 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES				

\$

Date of Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate			Maturity Date	
%		-	, 2010	
First	Second	Third	Fourth	Fifth
Repayment Month				
% of the total of	100% of the total of			
[principal] [interest]	[principal] [interest]	[principal] [interest]	[principal] [interest]	principal and interest
[principal and	[principal and	[principal and	[principal and	due at maturity**
interest] due at	interest] due at	interest] due at	interest] due at	-
maturity	maturity	maturity	maturity	

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on 2010 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity. thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

A-1

^{*} To bear this designation if this Note is a Series of Subordinate Notes.

Number of Repayment Months and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained Resolution, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2009-2010) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of, and [in the final Repayment Month,] interest due on, the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

OHS West:260556348.3 A-2

This paragraph is applicable only if the Note is issued by the District.
This paragraph is applicable only if the Note is issued by the County.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]

OHS West:260556348.3 A-3

^{*} Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to

[(SEAL)]

Countersigned

By______Title:

^{**} This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

BY _		
	AUTHORIZED OFFICER	

ASSIGNMENT

For \	Value Received, the undersigned,	, hereby
sells, assigns	and transfers unto	(Tax Identification or
Social Securi	ity No.	the within Note and all rights thereunder, and
	ocably constitutes and appoints	attorney to transfer the
within Note premises.	on the books kept for registration	thereof, with full power of substitution in the
Dated:		
NOTICE:	The signature to this assignment correspond with the name as it a	
	upon the face of the within Note particular, without alteration or enlargement or any change wha	e in every
Signature Gu	aranteed:	
NOTICE:	Signature(s) must be guaranteed eligible guarantor institution.	by an

	Y'S CERTIFICATE
	Secretary of the Governing Board of the [Insert
	of County if District is an Office of Education]
Board of Education, hereby certify as follows	3:
meeting of the Governing Board of the Distri regular meeting place thereof on the day of	rect copy of a resolution duly adopted at a regular act/Board of Education duly and regularly held at the of, 2009, of which meeting all of the members at which a majority thereof were present; and at said ollowing vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	costed at least 72 hours before said meeting at California, a location freely accessible to members of said resolution appeared on said agenda.
of record in my office; the foregoing resolution adopted at said meeting and entere amended, modified or rescinded since the data	with the original minutes of said meeting on file and ation is a full, true and correct copy of the original ed in said minutes; and said resolution has not been ate of its adoption, and the same is now in full force orrowing specified in the foregoing resolution is
Dated:, 2009	
<u> </u>	Secretary of the Governing Board of the <u>[Insert Name of District]</u> District/ <u>[Insert name of County if District is an Office of Education]</u> Board of Education

14.4a	Approval is	Recommended	for the	2009-2010	School Y	Year (Calendar

Submitted herewith is the proposed 2009-2010 School Year Calendar. The original draft of the proposed calendar was developed by the Calendar Committee which was comprised of representatives from the Culver City Federation of Teachers (CCFT) and the Association of Classified Employees (ACE). This final draft was developed through negotiations with both CCFT and ACE and is now presented for Board consideration and adoption.

RECOMMENDED MOTION:	That the proposed 2009-2010 School Year Calendar be approved as presented.
Moved by:	Seconded by:
Vote:	

MEMORANDUM OF AGREEMENT March 18, 2009 1:15 p.m.

This Memorandum of Agreement regarding the 2009-2010 school year calendar is entered into by the Culver City Federation of Teachers (CCFT) and the Culver City Unified School District (District) on this 18th day of March, 2009. The parties agree to the following:

The attached 2009-2010 school year calendar will be presented to the Culver City Board of Education for approval at its regular meeting on Tuesday, March 24, 2009.

FOR THE CCFT

3/18/09

DATE

FOR THE DISTRICT

3/18/09

MEMORANDUM OF AGREEMENT March 18, 2009 1:45 p.m.

The Association of Classified Employees (ACE) and Culver City Unified School District (District) enter into this Memorandum of Agreement regarding the 2009-2010 school year calendar on this 18th day of March, 2009. The parties agree to the following:

The attached 2009-2010 school year calendar will be presented to the Culver City Board of Education for approval at its regular meeting on Tuesday, March 24, 2009.

FOR ACE

3/18/09

DATE

FOR THE DISTRICT

DATE

CULVER CITY UNIFIED SCHOOL DISTRICT 2009-2010 School Year Calendar

Draft - Option A

91-DaysTaught Semester 1 89-Days Taught Semester 2 180-Instructional Days 184-Veteran Teacher Days

	JULY 2009				
M	T	W	Т	F	
		1	2		
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

	AUGUST 2009				
M	Т	W	T	F	
	<u> </u>				
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	+27		

	SEPTEMBER 2009				
M	T	W	T	F	
		2	3	4	
	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
11	29	30			

	OCTOBER 2009				
М	Т	W.	T _	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

	NOVEMBER 2009					
M	Т	W	T	F		
2	3	4	5	6		
9	10	200	12	13		
16	17	18	19	20		
23	24		No.			
30						

	DECEMBER 2009					
M	Т	W	T	F		
	1	2	3	4		
7	8	9	10	11		
14	15	16	17	18		
				4		
	120					

	JANUARY 2010				
M	T	W	T	F	
4	5	6	7	8	
11	12	13	14	15	
	19	20	21	22	
25	26	27	28	11.1	

FEBRUARY 2010				
М	Т	W	T	F
1	2	3	4	5
8	9	10	11	
	16	17	18	19
22	23	24	25	26

MARCH 2010				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24		
•				

APRIL 2010				
М	T	W	Т	F
				. : : 1
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY 2010				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

JUNE 2010				
M	Т	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Legal Holiday

Independence Day - 7/3/09 (Friday) Labor Day - 9/7/09 (Monday) Veteran's Day - 11/11/09 (Wednesday) Thanksgiving - 11/26/09 (Thursday) Christmas - 12/25/09 (Friday) New Year's - 1/1/10 (Friday) Dr. King's Day - 1/18/10 (Monday) Lincoln's Day - 2/12/10 (Friday) Washington's Day-2/15/10 (Monday) Memorial Day - 5/31/10 (Monday)

Local Days

9/28/09 (Monday) 11/25/09 (Wednesday) 11/27/09 (Friday)

Local Recess

Winter Recess 12/2109 - 1/1/10 Spring Recess 3/25/10 - 4/2/10

11/25/09 (Admin Day), 12/24/09, 12/31/09

Elementary Trimesters

11/24/09 (Tuesday) 3/12/10 (Friday) 6/18/10 (Friday)

Elementary Parent Conference Minimum Days

At Risk Conference Dates 10/14 - 16,2009Parent Conference Week Dates

12/7-8, 10-11, 14-15, 2009 At Risk Conferences 4/21-23, 2010

New Teacher Orientation 8/27 Teacher Work Day 8/28, 8/31, 9/1, 1/29

Staff Development Days (No Pupils)

8/31, 9/1, 1/29 Instruction Begins 9/2

School Ends 6/18

Summer School: Remediation Grades K-8: 6/23-7/22/2010

Grades 9-12: 6/23-7/29/2010 Special Ed. Pre K-12 6/22-7/22/2010

() - Legal Holiday

+ - New Teacher Orientation

<>- Local Holiday

* - Classified Employee Holiday

[] - Non Pupil Days

Begin/End School

14.4b <u>Approval is Recommended for Resolution #25-2008/2009 (HR), Regarding Layoff of Classified Management Personnel</u>

It is necessary to take action to eliminate one classified management position for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employee no less than 45 days prior to the effective date of layoff.

less than 45 days prior to t	he effective date of layoff.
RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #25-2008/2009 (HR), authorizing the elimination of one classified management position.
Moved:	Seconded by:
Vote:	

RESOLUTION #25-2008/2009 (HR), REGARDING LAYOFF OF CLASSIFIED MANAGEMENT PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following management position be eliminated for lack of work and/or lack of funds.

PositionNo. AffectedIMPACTBudget Analyst/Advisor- Temporary, Hourly, as needed1Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be eliminated by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employee pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2009.
- 4. That the employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

AYES:	<u> </u>
NOES:	
ABSTAIN:	
ABSENT:	
	Clerk, Governing Board of the Culver City Unified School District

14.4c <u>Approval is Recommended for Resolution #26-2008/2009 (HR), Regarding Layoff of Classified Confidential Personnel</u>

It is necessary to take action to eliminate one classified confidential position for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employee no less than 45 days prior to the effective date of layoff.

1000 mail 10 days prior to t	no onconvo dato or rayon.
RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #26-2008/2009 (HR), authorizing the elimination of one classified confidential position.
Moved:	Seconded by:

Vote:

RESOLUTION #26-2008/2009 (HR), REGARDING LAYOFF OF CLASSIFIED CONFIDENTIAL PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following confidential position be eliminated for lack of work and/or lack of funds.

PositionNo. AffectedIMPACTPersonnel Office Clerk – 8 hours per day, 12 months per year1Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be eliminated by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employee pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2009.
- 4. That the employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

		Clerk, Governing Board of the
ABSENT:	 _	
ABSTAIN:		
NOES:		
AYES:		

14.4d <u>Approval is Recommended for Resolution #27-2008/2009 (HR), Regarding Layoff of Classified Personnel</u>

It is necessary to take action to abolish sixteen classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

days prior to the effective	date of layoff.
RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #27-2008/2009 (HR), authorizing the elimination of sixteen classified positions.
Moved:	Seconded by:
Vote:	

RESOLUTION #27-2008/2009 (HR), REGARDING LAYOFF OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following sixteen (16) classified positions be abolished for lack of work and/or lack of funds.

<u>Position</u>	No. Affected	IMPACT
Account Clerk III (District Office - Pupil Personnel Services/		
Business Services) – 8 hours per day, 12 months per ye	ear 1	Eliminate
Accounting Technician 8 hours per day, 12 months per year	1	Eliminate
Clerk Typist II (District Office - Pupil Personnel Services) -		
8 hours per day, 12 months per year	1	Eliminate
Driver – 6 hours per day, school year	1	Eliminate
Duplicating and Mail Clerk – 6 hours per day, 12 months per y	year 1	Eliminate
Instructional Assistant - Special Education IIA -		
6 hours per day, school year	1	Eliminate
Instructional Assistant - Special Education IIA -		
5 hours per day, school year	1	Eliminate
Instructional Assistant - Special Education IIA -		
3.9 hours per day, school year	1	Eliminate
Instructional Assistant - Special Education -		
3.9 hours per day, school year	2	Eliminate
Library Media Clerk I (El Marino/Culver Park) –		
4.5 hours per day, 10 months per year	1	Eliminate
Maintenance Glazier - 8 hours per day, 12 months per year	1	Eliminate
School Custodian – 8 hours per day, 12 months per year	1	Eliminate
Secretary I (District Office – Educational Services) –		
8 hours per day, 12 months per year	1	Eliminate
Secretary I (Culver Park - Independent Studies) -	•	
8 hours per day, 10 1/2 months per year	1	Eliminate
Security Guard – 8 hours per day, 10 months per year	1	Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as

specified above, pursuant to Education Code Section 45308.

- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2009, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
		Clerk, Governing Board of the

			·	

14.4e <u>Approval is Recommended for Resolution #28-2008/2009 (HR), Regarding Layoff/Reduction of Classified Personnel</u>

It is necessary to take action to reduce ten classified positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #28 2008/2009 (HR), authorizing the reduction of ten classifie positions.	
Moved:	Seconded by:	

Vote:

RESOLUTION #28-2008/2009 (HR), REGARDING LAYOFF/REDUCTION OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following ten (10) classified positions be reduced for lack of work and/or lack of funds.

Position	No. Affected	<u>IMPACT</u>
Instructional Assistant - Special Education IIA -	1	Reduce to 3.9 hours per day,
6 hours per day, school year		school year
Instructional Assistant - Special Education IIA -	1	Reduce to 3.9 hours per day,
5 hours per day, school year		school year
Instructional Assistant - Special Education -	7	Reduce to 3.9 hours per day,
5 hours per day, school year		school year
Secretary II (District Office - Pupil Personnel Services/	1	Reduce to 4 hours per day,
SELPA) - 8 hours per day,		12 months per year
12 months per year		

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2009, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Clerk, Governing Board of the Culver City Unified School District

14.4f <u>Approval is Recommended for Resolution #29-2008/2009 (HR), Regarding Layoff/Reduction of Classified Personnel Per Memorandum of Agreement Dated December 20, 2007</u>

Per the Memorandum of Agreement between the Culver City Unified School District and the Association of Classified Employees signed on December 20, 2007 (see attached MOA), the District temporarily increased the hours of five Instructional Aide III/Technology Center Aides through June 30, 2009. Since the signing of the agreement the Instructional Aide III/Technology Center Aide position was reclassified to Instructional Assistant – Computer Lab. It is necessary to take action to reduce the five Instructional Assistant – Computer Lab positions for lack of work and/or lack of funds. The provisions of the Education Code require that such a resolution be approved and written notice be provided to affected classified employees no less than 45 days prior to the effective date of layoff.

RECOMMENDED MOTION:	It is recommended that the Board approve Resolution #29 2008/2009 (HR), authorizing the reduction of five classified positions.	
Moved:	Seconded by:	

Vote:

RESOLUTION #29-2008/2009 (HR), REGARDING LAYOFF/REDUCTION OF CLASSIFIED PERSONNEL PER MEMORANDUM OF AGREEMENT DATED DECEMBER 20, 2007

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following five (5) classified positions be reduced for lack of work and/or lack of funds as per the Memorandum of Agreement between the Culver City Unified School District and the Association of Classified Employees signed on December 20, 2007.

Position	No. Affected	<u>IMPACT</u>
Instructional Assistant - Computer Lab (Middle School) -	1	Reduce to 6.5 hours per day,
7 hours per day, school year		school year
Instructional Assistant - Computer Lab (Linwood Howe) -	1	Reduce to 3.9 hours per day,
7 hours per day, school year		school year
Instructional Assistant - Computer Lab (El Rincon) -	1	Reduce to 3.5 hours per day,
7 hours per day, school year		school year
Instructional Assistant - Computer Lab (El Marino) -	1	Reduce to 3 hours per day,
7 hours per day, school year		school year
Instructional Assistant - Computer Lab (Farragut) -	1	Reduce to 2.2 hours per day,
3.1 hours per day, school year		school year

BE IT FURTHER RESOLVED by the Governing Board as follows:

- 1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
- 2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
- 3. That said layoff shall become effective on June 30, 2009, subject to negotiations to the extent required by law.
- 4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
		Clerk, Governing Board of the Culver City Unified School District

MEMORANDUM OF AGREEMENT

December 20, 2007 Increase in Hours for Instructional Aide III/Technology Center Positions Effective January 7, 2008 to June 30, 2009

The Culver City Unified School District ("District") and the Association of Classified Employees ("ACE") hereby agree to the following:

- 1. The District shall offer an increase in hours to a total of seven (7) hours per day for each school site for the classified position of Instructional Aide III/Technology Center as stated in Item #7 below effective January 7, 2008 through June 30, 2009.
- 2. Increase in hours shall be paid through the Education Enhanced Through Technology ("EETT") Grant.
- Subsequent increase in benefits shall be paid through the EETT Grant. 3.
- In the event that the EETT Grant is extended one year beyond June 30, 2009, the stated 4. increases will be extended one more year.
- Where positions already total 7 hours per day, District shall offer a change in funding as 5. stated in Item #7 below.
- EETT Grant will fund 3.5 hours at each elementary site and .5 hours at the Middle School. 6.
- Increase in hours and subsequent increase in benefits will apply as follows: 7.
 - Linwood E. Howe Elementary School:
 - i. Inst. Aide III/Tech. Ctr. Aide 3.9 hour position currently held by Steven Acosta: add 3.1 hours per day.
 - El Rincon Elementary School: b.
 - i. Inst. Aide III/Tech. Ctr. Aide 3.5 hour position currently held by Julie Bechtloff: add 3.5 hours per day.
 - LaBallona Elementary School:
 - i. Inst. Aide III/Tech. Ctr. Aide 3.9 hour position currently held by Shakeitha Green: no increase in hours.
 - ii. Inst. Aide III/tech. Ctr. Aide 1 hour position Vacancy: add 1.1 hours per day.
 - d. Farragut Elementary School:
 - i. Inst. Aide III/Tech. Ctr. Aide 2.2 hour position currently held by Andrea Zettel Harnack: add .9 hours per day.
 - ii. Inst. Aide III/Tech. Ctr. Aide 3.9 hour position currently held by Amy Shimerman: no increase in hours.
 - El Marino Elementary School: e.
 - i. Inst. Aide III/Tech. Ctr Aide 3 hour position currently held by Ana Maria Uranga-Kowalski: add 4 hours per day.
 - f. Middle School
 - Inst. Aide III/Tech. Ctr. Aide 6.5 hour position currently held by Patricia Augenstein: <u>add .5 hours per day.</u>
- 8. Instructional Aide III/Technology Center Aide positions will return to 2007 status at the end of the period agreed to in this memorandum.

Debra Hamme, President A.C.E.

Patricia Jaffe, Asst. Superintendent

Human Resources, CCUSD

Date: