WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, SUITE 400,
LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.6356

MEMBERS OF THE GOVERNING BOARD

Damian Armitage – President
Paul Long – Vice President
Kris Wyatt – Clerk
Brian Haley – Member
Paul Carras – Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations

School	CALPADS	4/4/2019	5/10/2019
Sheridan Elementary (K-5)	56	56	56
First Street Elementary (K-5)	439	439	441
Carlin C. Coppin Elementary (K-5)	444	452	448
Creekside Oaks Elementary (K-5)	589	620	626
Twelve Bridges Elementary (K-5)	644	647	647
Foskett Ranch Elementary (K-5)	412	422	422
Lincoln Crossing Elementary (K-5)	666	671	671
Glen Edwards Middle School (6-8)	869	869	866
Twelve Bridges Middle School (6-8)	796	803	806
Lincoln High School (9-12)	2,004	1,999	1,988
Phoenix High School (10-12)	100	82	81
SDC Program (18-22)	14	10	9
TOTAL	**7033**	**7,070**	**7,061**

SDC Pre-School

Carlin C. Coppin	0
Foskett Ranch	31
First Street/LIP	15

Parent Education

Continuing Educ. Classes	16

GLOBAL DISTRICT GOALS

~Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
~Foster a safe, caring environment where individual differences are valued and respected.
~Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
~Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.
~Promote student health and nutrition in order to enhance readiness for learning.

Western Placer Unified School District

Special Meeting of the Board of Trustees

July 23, 2019

WPUSD District Office/City Hall Building – 4th Floor Zebra Room

600 Sixth Street, Lincoln, CA 95648

AGENDA

2018-2019 Goals & Objectives (G & 0) for the Management Team: **Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 4th Floor Zebra Room

2. **COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Meeting Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

   3.1 **PERSONNEL**
   Public Employee Employment/Discipline/Dismissal/Release

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 4th Floor Zebra Room
   The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

   4.1 **PERSONNEL**
   Public Employee Employment/Discipline/Dismissal/Release

5. **COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Meeting Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form located on the table at the entrance to the Board Room. Request forms are to be submitted to the Board Clerk before each item is discussed.

6.1 Action *Page 9* – **APPROVE RESOLUTION NO. 19/20.1 THE STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGEMENT – Adell**
(19-20 G & O Component I, II, III, IV, V)
Roll call vote:

6.2 Discussion/ Action *Page 12* – **APPROVE CONTRACT EXTENSIONS FOR DIRECTOR OF TECHNOLOGY AND DIRECTOR OF MAINTENANCE AND OPERATIONS – Simon** *(19-20 G & O Component I, II, III, IV, V)*
Roll call vote:

6.3 Information/ Discussion/ Action *Page 13* – **APPROVE FIRST AMMENDMENT TO SCHOOL FACILITIES AGREEMENTS FOR BELLA ROSA, LLC, LEAVELL RANCH PARTNERSHIP, AND LAYN AND DUFF (VILLAGE 1) – Leaman** *(19-20 G & O Component I, II, III, IV, V)*

7. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **August 6, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **August 20, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

8. ADJOURNMENT

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

Posted: 071919
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, July 23, 2019**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. **PERSONNEL**
   - * PUBLIC EMPLOYEE APPOINTMENT
   - * PUBLIC EMPLOYEE EMPLOYMENT
   - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   - * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE**
   - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS
    - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    - * STUDENT PRIVATE PLACEMENT
    - * INTERDISTRICT ATTENDANCE APPEAL
    - * STUDENT ASSESSMENT INSTRUMENTS
    - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
    - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   - A. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   - A. Specify law enforcement agency
   - B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   - A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   - B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   - A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   - B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
   - A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
   - B. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   - A. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
   - A. **PUBLIC EMPLOYEE APPOINTMENT**
     - a. Identify title or position to be filled.
   - B. **PUBLIC EMPLOYEE EMPLOYMENT**
     - a. Identify title or position to be filled.
   - C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
     - a. Identify position of any employee under review.
   - D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
     - a. It is not necessary to give any additional information on the agenda.
   - E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
     - a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
   - A. Name any employee organization with whom negotiations to be discussed are being conducted.
   - B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   - C. Identify by name the agency's negotiator
10. **STUDENTS:**
    - A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
    - B. **STUDENT PRIVATE PLACEMENT**
      - a. Pursuant to Board Policy 6159.2
    - C. **INTERDISTRICT ATTENDANCE APPEAL**
      - a. Education Code 35146 and 48918
    - D. **STUDENT ASSESSMENT INSTRUMENTS**
      - a. Reviewing instrument approved or adopted for statewide testing program.
    - E. **STUDENT RETENTION/ APPEAL**
      - a. Pursuant to Board Policy 5123
    - F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
      - a. Prevent the disclosure of confidential student information.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
July 23, 2019

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Resolution 19/20.1, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgement

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Fund 35 – State Facility Program

MEETING DATE:
July 23, 2019

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The District intends to file eligibility and funding applications under the State School Facility Program (SFP) to be funded by future state bond measures. Due to the fact the remaining SFP Bond Authority is currently exhausted, there is a requirement for the District's Governing Board to acknowledge the lack of and availability of State Funding prior to submitting funding applications. Therefore, the passage of a resolution by the Board making specific acknowledgments regarding the exhaustion of the SFP Bond Authority, the processing of current and future funding applications, and potential changes in the SFP Program Regulations that could affect current and future funding applications is required.

The attached resolution is proposed acknowledging by the Western Placer Unified School District Board of Trustees that the State Allocation Board and School Facility Program is currently Beyond Bond Authority.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 19/20.1, State Allocation Board and State Facility Program Beyond Bond Authority Acknowledgement.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19/20.1

STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGMENT

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Western Placer Unified School District (the "District"), within Placer County, need to be constructed, reconstructed and modernized; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Western Placer Unified School District hereby acknowledges the following:

(1) the School Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the School Board acknowledges that the State of California is not expected nor obligated to provide funding for the project(s) and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the School Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.

(4) the School Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Application(s) may be returned.

(5) the School Board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED, that the School Board accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program for the following projects:

Carlin C. Coppin Elementary (new construction/modernization)
Creekside Oaks Elementary (new construction/modernization)
First Street Elementary (new construction/modernization)
Foskett Ranch Elementary (new construction/modernization)
Glen Edwards Middle (new construction/modernization)
Lincoln Crossing Elementary (new construction/modernization)
Lincoln High (new construction/modernization)

Phoenix High (Continuation) (new construction/modernization)
Sheridan Elementary (new construction/modernization)
Twelve Bridges Elementary (new construction/modernization)
Twelve Bridges Middle (new construction/modernization)
Twelve Bridges High (new construction)
Scott M. Leaman Elementary (new construction)

BE IT FURTHER RESOLVED, that in addition to the projects above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the State School Facility Program for any other projects as necessary in the District.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Western Placer Unified School District, Placer County, State of California, this 23rd day of July, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
President of the Governing Board,
Western Placer Unified School District

ATTEST:

_____
Secretary of the Board of Trustees,
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Contract Extensions for
Director of Technology and Director of Maintenance and Operations

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Gabe Simon, Ed.D.
Assistant Superintendent of Personnel Services

ENCLOSURES:
N/A

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
July 23, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District's Director of Technology is Tsugufumi Furuyama. His current contract expired on June 30, 2019. The Director of Maintenance and Operations is Stanley Brandl and Mr. Brandl's contract also expired on June 30, 2019.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the extensions for the Director of Technology and Director of Maintenance and Operations' contracts to June 30, 2021 retroactive to July 1, 2019.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
First Amendment to School Facilities Agreements For Bella Rosa, LLC, Leavell Ranch Partnership, and Layn and Duff (Village 1)

AGENDA ITEM AREA:
Information/Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
July 23, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

In November of 2013, the District entered into school facilities agreements with the parties named in the subject line above. Since the initial agreement was signed, the development has changed to include age-restricted housing instead of the single-family housing as once envisioned. Due to this change, the original proposed elementary site was located behind a gated age-restricted community. This location was inappropriate and, working with the site owners, a new school site was determined within the community. Additionally, the agreements include a fee of 150% of the commercial rate for age-restricted housing.

RECOMMENDATION:
Administration recommends approval of the attached agreements to form.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Western Placer Unified School District

_____
_____
_____

(Space above this line for Recorder's use)

**FIRST AMENDMENT TO
SCHOOL FACILITIES AGREEMENT
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND BELLA ROSA, LLC AND MEMORANDUM OF SCHOOL FACILITIES AGREEMENT**

This First Amendment to School Facilities Agreement and Memorandum of School Facilities Agreement ("First Amendment") is made and entered into as of _____, 2019, by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT ("District"), a school district organized and existing under the laws of the State of California, on the one hand, and BELLA ROSA, LLC (collectively "Owners"), on the other. For purposes of this Agreement, the term "Party" shall refer to either the District or the Owners, and the term "Parties" shall refer to the District and Owners collectively.

RECITALS

WHEREAS, on November 19, 2013, the Parties entered into a School Facilities Agreement ("School Facilities Agreement") intended to fully mitigate the impact on the District of Owners' Portion of the Specific Plan (as defined in the School Facilities Agreement) by providing funds to acquire and develop school sites, and design, construct and furnish schools (including interim schools and support facilities); and a Memorandum of School Facilities Agreement was recorded in the Official Records of Placer County on April 9, 2014 as Document No. 2014-0021945-00;

WHEREAS, the School Facilities Agreement requires Owners to pay certain fees for construction of residential property owned by Owners;

WHEREAS, the School Facilities Agreement requires Owners reserve a school site in order to assist in providing adequate facilities for K-12 students generated by the Project;

WHEREAS, the reserved school site identified in the School Facilities Agreement is located, in part, on the Project and, in part, on the property of another owner;

WHEREAS, the District and Owners have agreed to an alternate school site, located entirely off of the Project in the approximate location described as the northeast corner of the intersection of Highway 193 and Oak Tree Lane;

WHEREAS, the Parties desire to amend section 3.1 of the School Facilities Agreement to identify that alternate school site as primarily located within the Specific Plan as according to the requirements set out in section 3.1 of the School Facilities Agreement;

WHEREAS, the Parties further desire to amend the School Facilities Agreement to provide that the Owners pay 150% the Commercial School Impact Fee, as defined in section 2.5 of the School Facilities Agreement, for the mitigation of any active adult units to be constructed as a part of the Project; and

WHEREAS, Section 4.12 of the School Facilities Agreement provides for amendment of the School Facilities Agreement only upon mutual written agreement of the Parties.

ACCORDINGLY, the Parties agree as follows:

AGREEMENT

1. The recitals set forth above are true and correct and incorporated herein to this First Amendment. Capitalized terms used, but not defined, in this First Amendment shall have the meanings given to them in the School Facilities Agreement.

2. The School Facilities Agreement is hereby amended to add a section 2.6 as follows:

Section 2.6 Active Adult Living Units. For each "Active Adult Living Unit" (which means any unit meeting the qualifications of Government Code section 65995.1(a)) constructed within the Project, as defined by the School Facilities Agreement. Owner shall make a payment equal to 150% of the Commercial School Impact Fee ("Active Adult School Fee") multiplied by the total square footage of each Active Adult Living Unit.

3. Section 3.1 of the School Facilities Agreement is removed in its entirety

5. Effect of Amendment. Except as expressly modified by this First Amendment, the School Facilities Agreement shall continue in full force an effect according to its terms. In the event of any conflict between this First Amendment and the School Facilities Agreement, this First Amendment shall control.

6. Entire Agreement. This First Amendment, together with the School Facilities Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose.

7. Execution in Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

8. Warranty of Authority. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this First Amendment on behalf of the party on whose behalf he or she is signing.

9. Representation by Counsel. Each party hereto acknowledges that it has been represented by counsel in the negotiation, drafting, and execution of this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between District and Owners.

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

By:_____
Its: Superintendent

OWNERS
BELLA ROSA, LLC

By:_____
John H. Peck Jr.

By: _____
Peter Digiordano

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public
(here insert name of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public
(here insert name of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Western Placer Unified School District

_____

_____

_____

(Space above this line for Recorder's use)

**FIRST AMENDMENT TO
SCHOOL FACILITIES AGREEMENT
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND LEAVELL RANCH PARTNERSHIP AND MEMORANDUM OF SCHOOL
FACILITIES AGREEMENT**

This First Amendment to School Facilities Agreement and Memorandum of School Facilities Agreement ("First Amendment") is made and entered into as of _____, 2019, by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT ("District"), a school district organized and existing under the laws of the State of California, on the one hand, and LEAVELL RANCH PARTNERSHIP ("Owner"), on the other. For purposes of this Agreement, the term "Party" shall refer to either the District or the Owners, and the term "Parties" shall refer to the District and Owner collectively.

RECITALS

WHEREAS, on November 19, 2013, the Parties entered into a School Facilities Agreement ("School Facilities Agreement") intended to fully mitigate the impact on the District of Owners' Portion of the Specific Plan (as defined in the School Facilities Agreement) by providing funds to acquire and develop school sites, and design, construct and furnish schools (including interim schools and support facilities); and a Memorandum of School Facilities Agreement was recorded in the Official Records of Placer County on April 9, 2014 as Document No. 2014-0021947-00;

WHEREAS, the School Facilities Agreement requires Owner to pay certain fees for construction of residential property owned by Owner;

WHEREAS, the Parties further desire to amend the School Facilities Agreement to provide that the Owner pays 150% the Commercial School Impact Fee, as defined in section 2.5 of the School Facilities Agreement, for the mitigation of any active adult units to be constructed as a part of the Project; and

WHEREAS, Section 4.12 of the School Facilities Agreement provides for amendment of the School Facilities Agreement only upon mutual written agreement of the Parties.

ACCORDINGLY, the Parties agree as follows:

AGREEMENT

1. The recitals set forth above are true and correct and incorporated herein to this First Amendment. Capitalized terms used, but not defined, in this First Amendment shall have the meanings given to them in the School Facilities Agreement.

2. The School Facilities Agreement is hereby amended to add a section 2.6 as follows:

Section 2.6 Active Adult Living Units. For each "Active Adult Living Unit" (which means any unit meeting the qualifications of Government Code section 65995.1(a)) constructed within the Project, as defined by the School Facilities Agreement. Owner shall make a payment equal to 150% of the Commercial School Impact Fee ("Active Adult School Fee") multiplied by the total square footage of each Active Adult Living Unit.

3. Effect of Amendment. Except as expressly modified by this First Amendment, the School Facilities Agreement shall continue in full force an effect according to its terms. In the event of any conflict between this First Amendment and the School Facilities Agreement, this First Amendment shall control.

4. Entire Agreement. This First Amendment, together with the School Facilities Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose.

5. Execution in Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

6. Warranty of Authority. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this First Amendment on behalf of the party on whose behalf he or she is signing.

7. Representation by Counsel. Each party hereto acknowledges that it has been represented by counsel in the negotiation, drafting, and execution of this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between District and Owners.

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

By:_____
Its: Superintendent

OWNER
LEAVELL RANCH PARTNERSHIP

By:_____
Peter G. Giampaoli

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public
(here insert name of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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State of California

County of _____

On _____ before me, _____, Notary Public
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Western Placer Unified School District

_____
_____
_____

(Space above this line for Recorder's use)

**FIRST AMENDMENT TO
SCHOOL FACILITIES AGREEMENT
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND ELIZABETH LAYN AND JEANNETTE DUFF AND MEMORANDUM OF
SCHOOL FACILITIES AGREEMENT**

This First Amendment to School Facilities Agreement and Memorandum of School Facilities Agreement ("First Amendment") is made and entered into as of _____, 2019, by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT ("District"), a school district organized and existing under the laws of the State of California, on the one hand, and Elizabeth Layn and Jeannette Duff (collectively, "Owners"), on the other. For purposes of this Agreement, the term "Party" shall refer to either the District or the Owners, and the term "Parties" shall refer to the District and Owners collectively.

RECITALS

WHEREAS, on November 19, 2013, the Parties entered into a School Facilities Agreement ("School Facilities Agreement") intended to fully mitigate the impact on the District of Owners' Portion of the Specific Plan (as defined in the School Facilities Agreement) by providing funds to acquire and develop school sites, and design, construct and furnish schools (including interim schools and support facilities); and a Memorandum of School Facilities Agreement was recorded in the Official Records of Placer County on April 9, 2014 as Document No. 2014-0021946-00;

WHEREAS, the School Facilities Agreement requires Owners to pay certain fees for construction of residential property owned by Owners;

WHEREAS, the School Facilities Agreement requires Owners reserve a school site in order to assist in providing adequate facilities for K-12 students generated by the Project;

WHEREAS, the originally reserved school site (the "School Site") identified in the School Facilities Agreement is located, in part, on the Project and, in part, on the property of another owner;

WHEREAS, the District and Owners have agreed to relocate the School Site to a new location containing approximately 9.7 acres located entirely on the Project in the approximate location described as the "Future MDR" parcel located at the northeast corner of the intersection of Highway 193 and Oak Tree Lane as depicted on **Exhibit A**, attached hereto and incorporated herein (the "New School Site");

WHEREAS, the Owners intend to sell the Project (excluding, however, the New School Site) to a third party developer ("Developer") for the purpose of further entitling and developing the Project.

WHEREAS, the Parties desire to amend section 3.1 of the School Facilities Agreement to confirm the relocation of the School Site to the New School Site;

WHEREAS, the Parties further desire to amend the School Facilities Agreement to provide that the Owners pay 150% the Commercial School Impact Fee, as defined in section 2.5 of the School Facilities Agreement, for the mitigation of any active adult units to be constructed as a part of the Project; and

WHEREAS, Section 4.12 of the School Facilities Agreement provides for amendment of the School Facilities Agreement only upon mutual written agreement of the Parties.

ACCORDINGLY, the Parties agree as follows:

AGREEMENT

1. The recitals set forth above are true and correct and incorporated herein to this First Amendment. Capitalized terms used, but not defined, in this First Amendment shall have the meanings given to them in the School Facilities Agreement.

2. The School Facilities Agreement is hereby amended to add a section 2.6 as follows:

Section 2.6 Active Adult Living Units. For each "Active Adult Living Unit" (which means any unit meeting the qualifications of Government Code section 65995.1(a)) constructed within the Project, as defined by the School Facilities Agreement. Owner shall make a payment equal to 150% of the Commercial School Impact Fee ("Active Adult School Fee") multiplied by the total square footage of each Active Adult Living Unit.

3. The School Site is hereby relocated to the New School Site. All references to School Site under the School Facilities Agreement (as amended by this First Amendment) shall mean the New School Site as shown on **Exhibit A**, attached hereto.

4. Section 3.1 of the School Facilities Agreement is removed and replaced in its entirety as follows:

Section 3.1 Reservation of School Site. Owners shall reserve the School Site of approximately 9.7 acres located within the Project. No later than ninety (90) days from the closing of the sale of the Project to Developer (whether or not such sale includes the School Site), the District and the then owner of the School Site shall enter into a purchase and sale agreement ("PSA") for the School Site subject to the following conditions:

a) The School Site shall be mitigated for environmental issues and the District shall not be required to acquire the School Site if all necessary mitigation measures have not been taken. Further, the School Site shall be subject to final approval by the California Department of Education ("CDE") and the District shall not be required to acquire the School Site if CDE determines the School Site is unacceptable. If CDE does not approve the School Site, the then owner of the School Site shall use its reasonable good faith efforts to assist the District in finding a different location for the School Site within the Specific Plan, including coordination of such efforts with other landowners and the City.

b) The purchase price for the School Site shall be the fair market value of the School Site based upon an appraisal process to be agreed upon between the Parties. The appraisal shall occur following the close of escrow for the sale of the Project to the Developer and prior to or concurrently with the execution of the PSA; provided, however, and notwithstanding anything to the contrary herein, the District shall have the right to appraise the School Site for the purposes of obtaining State funding at any date between the execution of the PSA and the acquisition of the School Site. The Parties will negotiate in good faith the PSA for the School Site.

c) The Parties agree that, at the District's sole discretion, the purchase price for the School Site may be satisfied by the District providing dollar for dollar credits to the owner of the School Site, which credits may be applied against Residential School Fees, Commercial School Impact Fees, Active Adult School Fees, and/or other State Mandated Fees (collectively, "School Fee Obligations"). For the limited purpose of the School Fee Obligations credits provided as consideration for the School Site, such credits may be used to offset School Fee Obligations of the Project and shall be transferable to other properties within the Specific Plan to offset School Fee Obligations of those other properties.

d) At close of escrow under the PSA, the School Site shall be conveyed to the District with the following work completed in accordance with Title 2 California Code of Regulations section 1859.74.1: rough grading of pad, utilities stubbed to the School Site property line, all required off-site improvements constructed and all wetland and environmental fees paid and required work completed including the relocation of the irrigation canal located on the School Site.

5. Effect of Amendment. Except as expressly modified by this First Amendment, the School Facilities Agreement shall continue in full force an effect according to its terms. In the event of any conflict between this First Amendment and the School Facilities Agreement, this First Amendment shall control.

6. Entire Agreement. This First Amendment, together with the School Facilities Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose.

7. Execution in Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

8. Warranty of Authority. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this First Amendment on behalf of the party on whose behalf he or she is signing.

9. Representation by Counsel. Each party hereto acknowledges that it has been represented by counsel in the negotiation, drafting, and execution of this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between District and Owners.

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

By:_____
Its: Superintendent

OWNERS

By:_____
Elizabeth Layn

By: _____
Jeannette Duff

Signature Page

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public
(here insert name of the officer)
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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State of California

County of _____

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WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Depiction of New School Site

EXHIBIT A

