# WESTERN PLACER UNIFIED SCHOOL DISTRICT 810 J STREET, LINCOLN, CALIFORNIA 95648

Phone: 916.645.6350 Fax: 916.645.06356

# MEMBERS OF THE GOVERNING BOARD

Paul Long - President
James McLeod - Vice President
Paul Carras - Clerk,
Ana Stevenson - Member
Brian Haley - Member

# **DISTRICT ADMINISTRATION**

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent, Personnel Services
Carrie Carlson, Assistant Superintendent, Business Services
Mary Boyle, Assistant Superintendent, Educational Services
Roger Yohe, Facilities Superintendent

chool	04/01/07	5/01/07
neridan School (K-5)	90	90
rst Street School (K-5)	471	467
arlin C. Coppin Elementary (K-5)	492	497
reekside Oaks Elementary (K-5)	680	692
velve Bridges Elementary (K-5)	729	725
skett Ranch Elementary (K-5)	479	484
en Edwards Middle (6-8)	713	712
velve Bridges Middle School (6-8)	588	587
ncoln High School (9-12)	1257	1260
noenix High School (10-12)	99	97
COE Home School	4	4

Phoenix infant/ loddler	18
Preschool/Head Start	
First & J Street	24
Carlin Coppin	24
Sheridan	24
Adult Education	266

# 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 REGULAR MEETING OF THE BOARD OF TRUSTEES May 15, 2007 6:30 P.M.

SHERIDAN ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM 790 J Street, LINCOLN, CA

# REVISED AGENDA

2006-2007 Goals & Objectives (G & 0) for the Management Team: Component II: Quality Student Performance; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

5:30 P.M.	<b>OPEN SESSION – Administrative Conference Room – D.0</b>	0.
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- 1. Call to Order
- 2. Announce Closed Session Items
- 3. Adjourn to Closed Session

# 5:30 P.M. CLOSED SESSION – Administrative Conference Room - D.O.

- 1. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918 Student Discipline/Expulsion Pursuant To E.C. 48918 Student Expulsion #06/07 U
- 2. LIABILITY CLAIMS
  Claim (Williams) pursuant to Government code 910 and 910.2
- 3. PERSONNEL
  Public Employee Discipline/Dismissal/Release
- 4. CONFERENCE WITH LABOR NEGOTIATOR
  Update on certificated negotiations
- 5. ADJOURN TO OPEN SESSION
- 6:30 P.M. OPEN SESSION Sheridan Multi-Purpose Room
- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY
  The Board of Trustees will disclose any action taken in Closed Session regarding
  the following items:
  - 2.1 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    Student Discipline/Expulsion Pursuant To E.C. 48918
    Student Expulsion #06/07 U
  - **2.2 LIABILITY CLAIMS** Claim (Williams) pursuant to Government code 910 and 910.2

### 2.3 PERSONNEL

Public Employee Discipline/Dismissal/Release

# 2.4 CONFERENCE WITH LABOR NEGOTIATOR

Update on certificated negotiations

# 3. SPECIAL ORDER OF BUSINESS

# **Sheridan Elementary School**

Sheridan is delighted to have an opportunity to highlight some of the wonderful features of their school to the Western Placer Unified School District Board of Trustees.

# 4. CONSENT AGENDA

### NOTICE TO THE PUBLIC

All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.

4.1 Ratification of Personnel Items

# **Certificated:**

- a. Request for Child Rearing Leave:
  Kelli Willard 2<sup>nd</sup> Grade Teacher CCC
- Ratification of Certificated Resignation:
   Kristi Malone 6<sup>th</sup> Grade Math/Science Teacher GEMS
- 4.2 Community-Based English Tutoring Program
- 4.3 Deny request for unpaid leave of absence
- 4.4 Approval of Donation to Lincoln High School

# 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, but within the board's subject matter jurisdiction. 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 "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

# 6. REPORTS & COMMUNICATION

- 6.1 Lincoln High School, Student Advisory Laura DiGiordano
- 6.2 Western Placer Teacher's Association Mike Agrippino
- 6.3 Western Placer Classified Employee Association Joe Ross
- 6.4 Superintendent, Scott Leaman a. District Goals and Objectives b. Sutter Incident Debrief
- 6.5 Assistant Superintendent(s)
  - 6.5.1 Carrie Carlson
    - a. Budget Update:
  - 6.5.2 Mary Boyle
  - 6.5.3 Bob Noves

# 7. ◆ACTION ◆DISCUSSION ◆INFORMATION

CODE: (A) = Action (D) = Discussion (I) = 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 Performing Arts Theater. Request forms are to be submitted to the Board Clerk before each item is discussed.

# 7.1 (I/D) ESTABLISH A PROCEDURE TO EVALUATE THE

**SUPERINTENDENT - Leaman** (06-07 G & O Component V-IV)

•It is time to begin the process to evaluate the superintendent. The board adopted form is attached.

# **7.2 (I/D)** DISTRICT OFFICE STAFFING - Leaman (06-07 G & O Component V)

•Based on board request, an analysis of district office staffing will be presented to the board.

# 7.3 (I/A) SITE PLANS – SINGLE PLAN FOR STUDENT

**ACHIEVEMENT – Boyle** (06-07 G & O Component V)

•The School Based Leadership Team from each school annually reviews data regarding student achievement and sets goals for the continuous improvement of programs and the delivery of instruction to meet student needs. The SBLT is responsible for creating a budget and allocating categorical monies at the site level toward the improvement of student achievement.

# 7.4 (D/A) INCREASE LUNCH PRICES FOR MIDDLE SCHOOLS

AND HIGH SCHOOLS – Carlson (06-07 G & O Component V)

•Expenditures in the Cafeteria Fund have increased significantly over the past several years. Salary and benefit costs have gone up much more quickly than revenues. Two years ago, the District increased lunch prices from \$2.00 to \$2.25, after a decade of no increases. Still, the Cafeteria Fund is expected to encroach upon the general fund by nearly \$200,000 in 2006-07. A review of neighboring and similar-sized school districts shows that Western Placer Unified School District's lunch prices are slightly lower than average. Therefore, we recommend implementing the following pricing structure for paid lunches beginning in the 2007-08 school year:

,	Current	Proposed	Increase
Elementary	\$2.25	\$2.25	\$0.00
Middle	\$2.25	\$2.50	\$0.25
High	\$2.25	\$2.75	\$0.50

# 7.5 (D/A) INCREASE PRICE OF BUS PASSES – Carlson (06-07 G & O Component V)

• Transportation expenditures have risen dramatically since prices were raised three years ago. Significant increases in employee health benefits, as well as skyrocketing gas prices, increased the burden on the District's Transportation program. Transportation is expected to encroach upon the unrestricted general fund by over \$540,000 in 2006-07. We recommend implementing the following pricing structure for student transportation beginning in the 2007-08 school year.

Students per Family 1 – Semester Pass 1 – Annual Pass	Current	<u>Proposed</u>	Increase
	\$100.00	\$125.00	\$25.00
	\$180.00	\$225.00	\$45.00
2 – Semester Pass	\$200.00	\$250.00	\$50.00
2 – Annual Pass	\$360.00	\$450.00	\$90.00
3 or more-Semester Pass	\$230.00	\$288.00	\$58.00
3 or more-Annual Pass	\$420.00	\$525.00	\$105.00

A book of 10 one-way tickets, which currently costs \$10.00, will increase to \$12.50. Reduced passé or tickets will be sold at half price.

# 7.6 (D/A) APPROVE THE FURNITURE AND EQUIPMENT BID FOR THE LINCOLN CROSSING ELEMENTARY SCHOOL –

Allen (06-07 G & O Component V)

•The District went out to bid for furniture and equipment to outfit the new Lincoln Crossing Elementary School Site on April 19, 2007. Bids were opened on May 11, 2007. Staff will present the proposal of the lowest responsive bidder at the board meeting.

# 7.7 (D/A) APPROVE RESOLUTION 06/07.29 OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2007 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES, AND APPROVE THE FORM OF THE CONTRACT OF PURCHASE AND THE FORM OF CONTINUING DISCLOSURE CERTIFICATE RELATED THERETO —

Carlson (06-07 G & O Component V)

•Tax and Revenue Notes (TRANS) are a short-term borrowing strategy used to finance and eliminate cash flow deficits or potential deficits in the General Fund. It is not unusual for school district to experience cash flow deficits in the months just prior to the receipt of property tax revenues. Since 1990, the District has borrowed between \$1.2 and \$7.0 million a year to cover its operating costs.

# **BOARD OF TRUSTEES**

# 8.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are <u>NOT</u> action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- Relationship with Sierra Community College
- Twelve Bridges High School
- Audio Visual Media Board Policy

# 8.2 BOARD MEMBER REPORTS/COMMENTS

# 9. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
   ▶ June 5, 2007, 7:00 p.m., Lincoln High School Theater
- 10. ADJOURNMENT

**BOARD BYLAW 9320:** Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

Posted: 051007

Revised Posting: 051107 h:\wpfiles\board\agendas\051507

# **DISCLOSURE**

**OF ACTION** 

TAKEN IN

CLOSED SESSION,

IF ANY

# WESTERN PLACER UNIFIED SCHOOL DISTRICT CLOSED SESSION AGENDA

PLACE:

Sheridan School - Staff Room

DATE:

May 15, 2007

TIME:

5:30 P.M.

- 1. LICENSE/PERMIT DETERMINATION
- 2. SECURITY MATTERS
- 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 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
- 1. <u>LICENSE/PERMIT DETERMINATION</u>
  - 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. <u>CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION</u>

- 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 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
  - 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

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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:

**AGENDA ITEM AREA:** 

Student Discipline/ Expulsion Student #06-07 U CLOSED SESSION

# REQUESTED BY:

**ENCLOSURES:** 

John Wyatt District Hearing Officer

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #06-07U

# **ADMINISTRATION RECOMMENDATION:**

The administration recommends the Board of Trustees disclose any action taken in regards to the above item.

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.

BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS

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# **AGENDA ITEM:**

**SUBJECT AREA:** 

Rejection of Claim pursuant to Government Code 910 and 910.2

Disclosure of action taken in closed session

# REQUESTED BY:

**ENCLOSURES:** 

Carrie L. Carlson Assistant Superintendent, Business Services Yes

# **BOARD MEETING DATE:**

May 15, 2007

# **BACKGROUND:**

The Board of Trustees will disclose action, if any, taken in regard to the rejection of the claim.

SUPERINTENDENT'S RECOMMENDATION: Reject the claim

### BOARD OF TRUSTEE MEETING FACT SHEET

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

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**SUBJECT:** 

Public Employee Discipline/Dismissal/

Release

**AGENDA ITEM AREA:** 

DISCLOSER OF ACTION, IF ANY, TAKEN IN CLOSED SESSION

**REQUESTED BY:** 

**Bob Noyes** 

Assist. Superintendent, Personnel Services

**MEETING DATE:** 

May 15, 2007

**ENCLOSURES:** 

# **BACKGROUND:**

The Board of Trustees will disclose any action taken in closed session in regard to public employee discipline/dismissal/release.

# SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees will disclose action taken in closed session in regard to public employee discipline/dismissal/release.

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

# DISTRICT GLOBAL GOALS

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### **SUBJECT:**

**Update on Certificated Negotiations** 

### **AGENDA ITEM AREA:**

Disclosure of action taken in closed session

# **REQUESTED BY:**

Bob Noyes, Asst. Superintendent, Personnel Carrie Carlson, Asst. Superintendent, Business Scott Leaman, Superintendent

# **ENCLOSURES:**

### **MEETING DATE:**

May 15, 2007

# **BACKGROUND:**

Labor Negotiator will give the Board of Trustees an update on Certificated Negotiations.

# **ADMINISTRATION RECOMMENDATION:**

Administration recommends the board of trustees be updated on negotiations.

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# **SPECIAL**

**ORDER** 

**OF** 

BUSINESS

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

# DISTRICT GLOBAL GOALS

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**SUBJECT:** 

**AGENDA ITEM AREA:** 

Featured School – Sheridan Elementary School

Pupils (recognition of excellence)

Parents (report from SBLT and/or parents)

Program (focus on one site program)

Special Order of Business

**REQUESTED BY:** 

Scott Leaman, Superintendent

**ENCLOSURES:** 

Yes

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

A program focusing on pupils, parents, and site program presentation.

# ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

# Sheridan Elementary School

4730 "H" Street - Sheridan, CA 95681 (530) 633-2591 -Fax-(530) 633-9565 Kris Knutson, Principal "Pursuit of Excellence"

May 2, 2007

Sheridan Elementary School would like to present at the May 15<sup>th</sup> school board meeting the following:

**Pupil:** Mackenzie Taylor – will be honored for the highest Accelerated Reading Scores at our site for 4/5<sup>th</sup> grade; Andrew Quick for 3<sup>rd</sup> grade; Abigail Rowe for 2<sup>nd</sup> grade; and Emily Sampson for 1<sup>st</sup> grade.

Adrienne Bankert – former Sheridan student will be honored for her contributions and successes.

**Parent:** Michelle Eslinger – Treasurer of PTC will share what the PTC has done for Sheridan Elementary this past year.

**Program**: Sue Mentze will highlight the Accelerate Reading Program in conjunction with the Heifer Project at the school farm.

Please note that the board meeting will begin at 6:30 p.m.

Thank you

Kris Knutson Principal

KK:kr

# **CONSENT**

**AGENDA** 

**ITEMS** 

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

# DISTRICT GLOBAL GOALS

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# **SUBJECT AREA:**

**AGENDA ITEM:** 

Request for Child Rearing Leave

Consent Agenda

**REQUESTED BY:** 

**ENCLOSURES:** 

**Bob Noves** 

Assist. Superintendent, Personnel Services

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

The Board of Trustees will take action on a request for Child Rearing Leave from:

Kelli Willard – 2<sup>nd</sup> Grade Teacher – CCC

# ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees ratify the request as listed.

# To Whom It May Concern:

I am writing this letter to request a leave under Article VIII, D-2 of the WPUSD and WPTA contract. This would include child-rearing leave from August 20, 2007 through April 30, 2008.

If you have any questions, feel free to contact me at Carlin C. Coppin.

Sincerely,

Kelli Willard

2<sup>nd</sup> grade teacher

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

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<b>SUB</b>	$\mathbf{H}$	CT	ΑŦ	₹E.	<b>A</b> :

**AGENDA ITEM:** 

Ratification of Certificated Resignation

Consent Agenda

**REQUESTED BY:** 

**ENCLOSURES:** 

Bob Noyes

Assist. Superintendent, Personnel Services

**MEETING DATE:** 

May 15 2007

### **BACKGROUND:**

The Board of Trustees will take action to ratify the resignation of:

Kristi Malone – 6<sup>th</sup> Grade Math/Science Teacher - GEMS

# ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of resignation for the individual listed above.

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May 8, 2007

Dear Bob Noyes,

I am writing to you today to officially tender my resignation from Glen Edwards Middle School effective upon conclusion of the 2006-2007 school year. It pains me to write this letter, as I have enjoyed being a member of the faculty at GEMS and have worked hard to do my job as well as possible. I have decided to move on for reasons having more to do with my personal life rather than the school or nature of the job itself.

Thank you for the opportunity to work in such a great district and a diverse atmosphere.

If you have any questions, please ask. Thanks again for everything.

Sincerely,

Kristi Malone

A1.1b.1

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

DISTRICT GLOBAL GOALS

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**SUBJECT:** 

**AGENDA ITEM AREA:** 

Community-Based English Tutoring Program

Consent

**REQUESTED BY:** 

**ENCLOSURES:** 

Mary Boyle

**CBET Program Application** 

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

Western Placer Unified School District qualifies for Community-Based English Tutoring Program monies. We must apply for these funds annually. Funding supports our adult education English language instruction program. Parents of English Learner students in our district can attend the English classes through our adult education program without cost to the family. The program supports our students' acquisition of English language skills through support of the family also learning the English language.

# ADMINISTRATION RECOMMENDATION:

Approval of Community-Based English Tutoring Program funding application.

4.2

# Community-Based English Tutoring Program Application Form, Fiscal Year 2007-08

Submission Postmark Deadline: June 1, 2007

Please complete the following information to request Community-Based English Tutoring (CBET) program funds:

Local Educationa	l Agency (L	.EA) Informa	ation
Name of LEAWestern Placer Unified Sch	ool District	_ County/Dist	rict Code 31/66951 lo
Mailing Address810 J Street			
CityLincoln	State CA	Zip Code	95648
Program Contact Person NameMary Bo	yle		
Title/OfficeAssistant Superintendent Edu	ucational Serv	ices	
Telephone Number (916) 645 - 6350 x	FAX Number	(916) 645 - 6356	
E-mail Addressboylemar@wpusd.k12.ca.us			
The LEA listed above hereby <b>requests</b> allocation of funds from the California Department of Education (CDE) to participate in the CBET Program for fiscal year (FY) 2007-08.			

# **Assurances**

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

- The conditions established pursuant to California Education Code (EC) sections 300-340, and California Code of Regulations (CCR), Title 5, sections 11300-11315.5 will be met by the LEA in the administration of this program.
- 2. 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 kindergarten through grade twelve.

4.2.1

- 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 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 CDE and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with California *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.

Mary Boyle Print Name of Superintendent or Designee	
Signature of Superintendent or Designee	5/4/07 Date
Board Approval	
_Paul Long Print Name of Presiding Officer of Governing Board	Board Approval Date
Signature of Presiding Officer of Governing Board	Date

This CBET Application Form, FY 2007-08 is to be submitted to the CDE and postmarked on or before June 1, 2007. Return this form to:

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



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# **Drug-Free Workplace**

Certification regarding state and federal drug-free workplace requirements.

**Note:** Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

# **Grantees Other Than Individuals**

As required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 34 Code of Federal Regulations (CFR) Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace
    - 2. The grantee's policy of maintaining a drug-free workplace
    - 3. Any available drug counseling, rehabilitation, and employee assistance programs
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - 1. Abide by the terms of the statement
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address. city, county, state, zip code)

4,2,3

•
Western Placer Unified
BIO J Street
Lincoln, CA 95648
Check [] if there are workplaces on file that are not identified here.
Grantees Who Are Individuals
As required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610
A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant. Notice shall include the identification number(s) of each affected grant.
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.
Name of Applicant: Western Placer Unified School District
Name of Program: Com Munitua-Program English Tuctoring Program

CDE-100DF (Aug-2005) - California Department of Education

Printed Name and Title of Authorized Representative:

California Department of Education 1430 N Street Sacramento, CA 95814

Contact Us | Web Policy | Feedback

Date: \_

Last Modified: Tuesday, December 12, 2006

4.2.4



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# General Assurances (Aug-2005 to Jan-2007)

California Department of Education general assurances required for grants supported by state or federal funds.

**Note:** By signing the grant application and including a copy of this document with it, the authorized official agrees to the assurances presented here. No signature should be placed on this page.

# Discrimination

As the duly authorized representative of the applicant, I certify that the applicant will comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 *United States Code [USC]* sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 *USC* sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 *USC* Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 *USC* Section 6101, *et seq.*) prohibiting discrimination on the basis of age.

# Costs

As the duly authorized representative of the applicant, I certify that the applicant will comply with the general cost principles set forth in federal regulations, 34 Code of Federal Regulations (CFR) Section 74.27 and 34 CFR Section 80.22, and the Office of Management and Budget circulars applicable to my entity.

I further certify that the applicant will comply with the expenditure requirements set forth in the federal Education Department Guidelines Administrative Regulations (EDGAR) contained in Title 34 of the *CFR*.

# Records

As the duly authorized representative of the applicant, I certify that the applicant will make reports to the state or federal agency designated in the application as may reasonably be necessary to enable those agencies to perform their duties. The applicant will maintain and provide access to all records used in the preparation of such reports for a period of five years. Such records shall include, but not be limited to, records which fully disclose the amount and disposition by the recipient of funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for five years after the completion of the activities for which the funds are used.

# Applicable Law

As the duly authorized representative of the applicant, I certify that the applicant will comply with all state and federal statutes, regulations, program plans, and eligibility requirements applicable to each program under which federal and state funds are made available through the application.

CDE-100A (Revised Aug-2005) - California Department of Education

Questions: Funding Master Plan | fmp@cde.ca.gov

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4,2,5

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:** 

**AGENDA ITEM AREA:** 

Certificated Request for Unpaid Leave for the 07/08 School Year Consent Agenda

**REQUESTED BY:** 

**ENCLOSURES:** 

**Bob Noyes** 

Yes

Assist. Superintendent, Personnel Services

# **MEETING DATE:**

May 15, 2007

# **BACKGROUND:**

The Board of Trustees will take action on a request for Unpaid Leave of Absence from:

Annette Darling – RSP Teacher - COE

# SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees deny the unpaid leave of absence request.

To Whom it May Concern,

My name is Annette Darling and I have served in the District for many years. When my young family moved here in 1988, I spent several hours a week volunteering in my children's classrooms. Before the District had a formal music program I came every week and taught music classes. I helped put on plays, musicals and other programs. I also was an art docent for years. When an opportunity opened for me to be an employee for the district, I was very happy to take a position as a Special Education teacher. I taught Special Day Class for two years and this is my seventh year as a Resource Specialist.

The reason for my letter is to request an unpaid leave of absence for the 2007-2008 school year. There are three main reasons I need the time.

First, as we are all aware, the district is rapidly growing. This means an influx in all students and of course Special Education students. Two years ago my class, with a 28 student cap, grew to 38 children by the end of the year. Last year another RSP teacher in the district went over capacity. This year I am the case coordinator for 36 children so far, and we have several months until the end of the school year. I have heard the phrases "hang in there" and "growing pains" more times than I can count.

The reality is that I am unable to do my job well with so many students over the caseload maximum. I do recognize the difficult position the district has in filling positions mid-year. At the end of last year I informed the Director of Special Education that my case load would start with 26 students at the beginning of this school year. The response was that we will wait and see and fix the problem when it becomes a problem.

The district has brought in "help" to try to be compliant with the law. So far, since January 3<sup>rd</sup>, the district has hired seven different people in an attempt to relieve the case load pressures. This has caused a disruption in instruction to students who require consistency and structure in their learning environment. I was informed today that on Wednesday of this week another major change is being made. The stress caused by the large caseload and the constant changes in staffing is overflowing into my family life.

Second, my daughter is suffering from an unknown medical condition, which requires doctor, specialist, and hospital care. This is ongoing as a definite diagnosis has yet to be made. If the symptoms continue to linger, I want to be available to pursue more in-depth medical care for her as necessary.

Last of all, my mobility has greatly decreased over the last two years. After many months on crutches I finally resorted to the use of a wheelchair in December of 2006. I started using a wheelchair so I could continue working. I need to see specialists to make proper fitting braces or research other options that can help me be more mobile. A typical workday for me is from 7:30 to 5:30 or 6:00 at night. That limits the opportunity to invest the time required for doctor appointments and fittings for braces, etc.

I have enjoyed my time serving the needs of the special education students of the district and I hope to keep the door open for further employment after my and my daughter's medical needs are met and the district's "growing pains" subside.

Respectfully yours,

Annette Darling
Annette Darling

RSP - Creekside Oaks Elementary School

4.3.1

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

# DISTRICT GLOBAL GOALS

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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:** 

**AGENDA ITEM AREA:** 

**Donation Approval** 

Consent

**REQUESTED BY:** 

Scott Leaman,

Superintendent

**ENCLOSURES:** 

Yes

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

Ms. Jennifer Emigh donated a Jeep pickup to the high school auto shop program. This will be a student project.

# ADMINISTRATION RECOMMENDATION:

Administration recommends approval of the donation.

# Western Placer Unified School District

# GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/school site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

NAME/ADDRESS/TELEPHON	IE NUMBER OF DONOR	<u>t:</u>		
Jenni Per	Emiah			
74646	1224	Esperto	530.787-34	74
		3 July G	32376731,	7
Gift or Donation:  Uillys Tecp.	Pickup			
Donated to (School/Program:				
Auto Progra	<u> </u>			
Intent of Gift or Donation:  Stydent Project	. <del>.</del>			
Value of Gift or Donation (to be	completed by the Donor:			
4	completed by the Bondy.			
Cash or Check (circle one)	Dollar A	Amount S		
Donated Item:	Estimat	ed Dollar Value \$3	000	
Certification of Receipt by Site/Program Administrator:	Scott Seacrist Typed Name	4	Signature	
0000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	
Assistant Superintendent of Busin	FOR BUSINESS OFFI		2.0.	
	ess & support services.	Signat	ure	
Revenue Code:			<b>-</b>	
Review Comments:				
Superintendent's Signature:	¢.	······································		
Board Agenda Date:	دم <u>.</u>	May 15	5.2007	
Board of Trustee Comments/Rema	rks:			



# LINCOLN HIGH SCHOOL

790 J Street • Lincoln, CA 95648 Phone (916) 645-6360 • Fax (916) 645-6349

April 30, 2007

Ms. Jennifer Emigh 24646 County Rd. 23A Esparto, CA 95627

Dear Ms. Emigh:

We would like to take this opportunity to thank you for your generous donation of a Willys Pickup truck to the Lincoln High School Auto Shop. The value is \$3000. A copy of this donation letter is on file at the Lincoln High School Administration office located at 790 J Street, Lincoln, CA 95648.

Again, thank you for your donation and your interest in providing meaningful education to the students at Lincoln High.

Sincerely,

Dave Butler

Principal

Scott Seacrist

**Auto Shop Instructor** 

Scatt Severest

4, 4, L

# **REPORTS**

# **AND**

# COMMUNICATION

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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- 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.

AGENDA IT	EN	<b>/</b> 1:
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**SUBJECT AREA:** 

District Goals and Objectives

Reports

**REQUESTED BY:** 

**ENCLOSURES:** 

Scott Leaman, District Superintendent

Yes

**MEETING DATE:** 

May 15, 2007

# **BACKGROUND:**

District objectives were established this year by the board in August. Progress on each of the objectives is attached.

**ADMINISTRATION RECOMMENDATION:** 

No action is required on this item.

6.49

# Western Placer Unified School District

# Goals and Objectives for the Management Team

2006-07

Initial Draft: August 4, 2006 Board Review: September 5, 2006 Administrative Review: September 6, 2006 Final Adoption: September 19, 2006

# MISSION STATEMENT:

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

# ADOPTED DISTRICT GLOBAL GOALS

- 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
  - Foster's 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, parents, local government, business, service organizations, etc. as partners in the education of the students.
  - Promote student health and nutrition in order to enhance readiness for learning.

Goal #1 Develop and continually upgrade a well articulated K-12 academic program.

	Objective	Background	Bendmark	Status
	1a - Continue	1a – The district and	1a – By August 2007, all	1a - (API) The district API grew seven points
	assisting all sites	to improve on API	Schools will meet their API and AYP tamets	this year to 756. This growth came after two
	in meeting state	and AYP targets.	Schools in Program	be more consistent in meeting their API targets.
	assigned API	This progress will be	Improvement will	(AYP) The district met 26 out of 28 targets with
	and All dargers.	Supported by the district. Subproups	complete mandated tasks.	only Hispanic and Special Education subgroups
		not making goals will		except First Street met their AYP Targets. First
		receive focused		Street School has completed program
		support.		improvement tasks.
	1b – Plan and	1b - Academic	1b - By June 2007,	1b - Lincoln High School added an Advanced
	enhance	achieving students	Advanced Placement	Placement biology course, meeting the goal of
	opportunities	require increased	courses will be increased	offering one course in each core area. Glen
	within the	opportunities based	at the high school level.	Edwards Middle school housed the Visual and
	curriculum for	on their capabilities	After analysis, an	Performing Arts Academy for over sixty
	academic		application for	students. Additional self-contained classes for
	achieving		International	Gifted and Talented and High Achieving
	students.		Baccalaureate will be	students are planned and staffed to become
			submitted, if appropriate.	operational next year. Plans for an IB program
6			Gifted and Talented	will need to be reassessed for the future.
. !			opportunities will be	
4			increased.	
9				
• •				
2	2006-07 WPUSD District Goals	trict Goals		,
				7

Goal #2 Foster a safe, caring environment where individual difference are valued and respected.

Objective	Background	Bendmark	Status
2a – Continue	2a – The district	2a - By December 2006,	2a - By December, 2006 a contract with the
services for	Lighthouse is being	a contract for services will	a contract for services will   Lighthouse was completed for \$30,000.00. The
students and	converted to the	be finalized between the	contract was funded from Medi-cal
families through	Lighthouse Family	center and the district.	Administrative Activities funds and not from
the new	Resource and		the general fund.
Lighthouse	Counseling Center.		
Family Resource	•		
Center			

Goal #3 Provide facilities for all district programs and functions that is suitable.

Status	3a - This area has received substantial attention this	year. A comprehensive report by Curt Pollock was	presented to the board in February, 2007. Financial	options will be presented to the board on June 5,	2007. Based on board discussion, a comprehensive	Master Plan will be completed when the Lincoln	General Plan is adopted. A short term plan will be	competed by June, 2007.						necessary in support of the Facility Master Plan next		the months of May and June, 2007.				
Benchmark	3a - By June 2007, a	comprehensive Master	Facility Plan including	funding options will be	completed after Board	input.	ı			3b - By February 2007, a	workshop on the overall	budget will be held with	special focus on facility	financing to support	adoption of the Facility	Master Plan.				
Background	3a – The district is	growing at	approximately 450	students a year. A	plan has been started	to schedule facilities	for this growth,	including the use of	current facilities.	3b - Because of the	size and complexity	of future projects,	the Board needs	updated knowledge	of the financial	implications of	facilities and their	interaction with	other aspects of the	district budget.
Ojectiw	3a – Evaluate	current facilities,	establish new	facilities, plan for	additional	facilities that are	financially	feasible.		3b - Deliver	information to	the board to	make wise	financial facility	decisions.					

Other asp

district by

2006-07 WPUSD District Goals

Goal # 4 Promote the involvement of the community, parents, local government, business, and service organizations as partners in the education of students.

2006-07 WPUSD District Goals

# Goal # 5 Promote student health and nutrition in order to enhance readiness for learning.

S00000000000						
Status	5a - By January 2007, the 5a - The district is currently compliant with all			manager in February, 2007. A grant was completed	to improve the district's wellness policy in	conjunction with the city.
Bendmark	5a - By January 2007, the	in all nutrition guidelines.	o			
Background	5a – New state and	take effect this vear		offerings.		
Objective		be served by	school sites.			

2006-07 WPUSD District Goals

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

#### DISTRICT GLOBAL GOALS

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$\Delta$	CILLY	W		1211	"

**SUBJECT AREA:** 

Sutter Incident Debrief

Reports

**REQUESTED BY:** 

**ENCLOSURES:** 

Scott Leaman, District Superintendent

Yes

**MEETING DATE:** 

May 15, 2007

#### **BACKGROUND:**

Input from administration and district office staff was gathered concerning the recent incident in Sutter County. Attached are the positive actions and areas for improvement gathered from these groups.

ADMINISTRATION RECOMMENDATION:

No action is required on this item.

6.4b

#### SUTTER INCIDENT DEBRIEF RESULTS

May 2, 2007

#### **Positives:**

- Memos sent to the sites were great
- o The presence of police officers
- o Teachers did very well
- o Had great communication with the Police Department
- o Meeting with District Office staff to update
- o Police presence was comforting from a parent standpoint
- o Good press received
- o Good learning experience for our district

#### **Improvements:**

- o The need to identify yourself on the radios
- o Areas where radios could not be heard
- o Radios need to be serviced more frequently
- Look into bids for Auto response system with safety monies
- Need a better description of two different levels of crises, the first being ALERT, the seconded being LOCKDOWN.
- Need to post something on the website for parents to refer to in a crisis and so they can be informed of the situation
- o Send memos via email
- Make sure there is enough food in the LHS cafeteria in case of an emergency because students would not be allowed to leave for lunch.
- o Why parents weren't called to be informed of the situation
- o Make sure all district staff are relaying the same message

6461

## **INFORMATION**

**DISCUSSION** 

**ACTION** 

**ITEMS** 

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

DISTRICT GLOBAL GOALS

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AGENDA ITEM
-------------

**SUBJECT AREA:** 

Establish a Procedure to Evaluate the Superintendent

Information/Discussion

**REQUESTED BY:** 

**ENCLOSURES:** 

Scott Leaman, District Superintendent

Yes

**MEETING DATE:** 

May 15, 2007

#### **BACKGROUND:**

It is time to begin the process to evaluate the superintendent. The board adopted form is attached.

#### ADMINISTRATION RECOMMENDATION:

Discuss and establish the process by which the superintendent will be evaluated with timelines.

7.1

# WESTERN PLACER UNIFIED SCHOOL DISTRICT EVALUATING YOUR SUPERINTENDENT

After employing a Superintendent, a Board shares in the responsibility for that person's success. To do your share, you should make an effort to know more about your Superintendent, to help him work effectively and to maintain a harmonious working atmosphere.

To develop and maintain this kind of relationship, a periodic review of the Superintendent's responsibilities and a frank discussion of the Superintendent's performance are necessary and required under Education Code Sections 44600-44665. (The Stull Bill).

The evaluation should be based upon the view and expectations of the Board as expressed in the goals and objectives of the school district as set forth in the Board Policy rules and regulations and in the Superintendent's job description.

#### **PURPOSES OF AN EVALUATION**

Evaluation is a valuable tool in establishing and carrying out the goals of any operation. Among the purposes of evaluating the Superintendent are the following:

- To maintain good working relationships between the Board and the Superintendent.
- To review the functions and responsibilities of the Superintendent.
- To improve performance by suggesting areas of responsibility and operating techniques that may be strengthened.
- To review the effect of the Superintendent on scholastic achievement in the district.
- To give encouragement and commendation for work well done, and to bring out any dissatisfaction on the part of the Board.
- To offer a guide for the Superintendent's self-appraisal of his own characteristics and skills
- To provide an opportunity for the Board and Superintendent to confer at periodic intervals on his performance.
- To offer a procedure for comprehensive and dispassionate appraisal in a setting other than during time of crisis.
- To establish standards for continued employment.

## EVALUATION OF SUPERINTENDENTS' ADMINISTRATIVE CHARACTERISTICS

#### **INSTRUCTIONS:**

1.	In the right column, entitled "Performance Level", place y	our appraisal according
	to the following descriptive scale:	
	5 = The Superintendent is outstanding	
	4 = The Superintendent is skilled	
	3 = The Superintendent is satisfactory but could	~
	2 = The Superintendent is weak and should imp	prove
	1 = The Superintendent is ineffective	
2.	At the end of the document, there is space for comments.	Your comments provide
	very useful information. Please be as specific as possible.	
	Educational Leadership	
		Performance Level
1.	Participates with staff, Board, and community in studying and developing curriculum improvement.	
2.	Organizes a planned program of curriculum evaluation and improvement.	
3.	Encourages and inspires others to highest professional standards.	
4.	Builds an environment which stimulates a positive attitude	:
	among the staff and the community toward schools.	
Adn	ninistration Of The District	D C 7 1
		Performance Level
5.	Periodically reviews and reorganizes staff duties and/or	
	responsibilities to take full advantage of the staff's special competencies.	
6.	Informs the Board and general public in an annual report,	
	or in a series of reports, of the state of the schools in the district.	
7.	Provides the Board with a written agenda and appropriate	
	back-up material by the determined date before each board meeting.	
R	Distinguishes between prime problems and trivialities	

Relat	ionship with the Board	
10.	Offers professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.	
11.	Keeps the Board informed on issues, needs, and operation of the school system.	
12.	Goes immediately and directly to the Board when it appears an honest, objective difference of opinion exists between them and any or all members of the Board in an earnest effort to resolve such differences immediately.	
13.	Schedules regular reports by staff on various aspects of the instructional program at board meetings.	
<u>Busir</u>	ness and Finance	
		Performance Level
14.	Keeps informed on needs of the school program - plant, facilities, equipment, and supplies.	
15.	Evaluates financial needs and makes recommendations regarding best use of available funds in a format the Board and public can utilize easily.	
16.	Develops public awareness of budget process and constraints.	
Com	munity Relationships	Performance Level
20. 21.	Participates actively in appropriate activities.  Works to improve the image of public education and	
22.	promotes community support of schools.  Conducts an imaginative and continuous public relations program designed to keep district residents informed of school goals and activities.	
Perso	onal Qualities	Danfarmanaa I ayal
23.	Speaks well in front of large and small groups, expressing ideas in a logical and forthright manner.	Performance Level
24.	Has a sense of humor in dealing with people and problems.	

7.1.3

Demonstrates friendliness, approachability, and sincerely

communicates that he appreciates people of all ages.

Demonstrates personal security and maturity and does not

demand subservience or acquiescence through the authority

25.

26.

of the position.

27.	Shares planning, delegates response credit for accomplishments.	sibility	, and sh	nares		<del>_</del>
COM	MENTS:					
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Edu	cational Leadership					
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OVERALL SCORE: \_\_\_\_\_

Signatures of E	valuators:						
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C	lerk:		<u>-</u>				
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Evaluator's Sig	nature:	_					 

I understand that my signature does not necessarily indicate agreement and that I may prepare a written response which will be attached to the evaluation in my personnel file.

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

#### DISTRICT GLOBAL GOALS

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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.

AGENDA ITE	M:
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**SUBJECT AREA:** 

District Office Staffing

Information/Discussion

**REQUESTED BY:** 

**ENCLOSURES:** 

Scott Leaman, District Superintendent

Yes

**MEETING DATE:** 

May 15, 2007

#### **BACKGROUND:**

Based on board request, an analysis of district office staffing will be presented to the board.

No action is required on this item.

District Support Staffing Comparison

	Front Office Educational Services including Special Education Asst/Sec/Cle Asst. Supt Director Prog Spec. Asst/Sec	Education	nal Services t Director F	including Prog Spec.	g Special E	ducation Clerk	Total	Personnel Asst. Supt	Oir.	Asst/Sec	Cirk/Tech Total	th Total	Business Asst. Supt	Dir.	Asst/Sec	Cirk/Tech Total	Total
WPUSD	2.5	<del>-</del>	<del>-</del>		2		4 (	~		0	<b>~</b>	77	-	0	0	9	
County Average Difference	2.18	0.69	1.33	0.37	2.42	0.16	4.98	0.79	0.54	0.59	1.00	2.92 -0.92	0.94	0.48	0.64	5.04	0 7.10 -0.10
Rocklin 9793	5.5	<del>-</del>	8	4	4		0070	<del>-</del>	2	₩-	7	0000	~	<del>-</del>	~	∞	0070
ADA Adjustment WPUSD Comp	0.56673134	0.57	1.13	2.27	2.27	0.00	6.234	0.57	1.13	0.57	1.13	0 - 3.40	0.57	0.57	0.57	4.53	0   6.23
Tahoe Truckee 4108	<del></del>		<del>-</del>		8		000	~			7	000	-	<del>-</del>	-	2	0000
ADA Adjustment WPUSD Comp	0.3510224 1.35	0.00	1.35	0.00	2.70	00.0	0 4.05 0	1.35	0.00	0.00	2.70	0   4.05	1.35	1.35	1.35	6.76	0   10.81
Roseville City 8422	ო	-	₩-	~	т	7	0 & 0	~		-	8	040	<del>-</del>		~	7	000
ADA Adjustment WPUSD Comp	1.98	99.0	0.66	0.66	1.98	1.32	0 5.27 0	99.0	00:0	0.66	1.32	0   2.64	0.66	0.00	99.0	4.61	0   5.93 0
Dry Creek 7377	2.5	-	2		ო		0 0 0	-	~	8		040	<del>-</del>	₩.	<del>-</del>	4	0 ~ 0
ADA Adjustment WPUSD Comp	1.88	0.75	1.50	0.00	2.26	0.00	0.000	0.75	0.75	1.50	0.00	3.07	0.75	0.75	0.75	3.01	0   5.27 0
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ADA Adjustment 0.39132615   1.39   1.39   0.00	0	1.24 0.00 1.24	Placer Union 3 1 2 0 4669	3.57 1.19   2.38

For Info only Payroll Asst. Supt Dir.	r. Asst/S	Sec C	: : : : : : : : : : : : : : : : : : :	h Totai	SPED Asst/Sec CirkTech Total Asst. Supt Dir.		Prog Spec.	e. As:	st/Sec C	rk/Tech	Total	Technology Asst/Sec Crk/Tech Total Asst. Supt Dir.		Spist. Tech		Sec T	N Total A	Maintenance Asst. Supt Dir		Asst. Dir Other Sec	Other		Total
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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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- 5. Promote student health and nutrition in order to enhance readiness for learning.

**SUBJECT:** 

**AGENDA ITEM AREA:** 

Site Plans – Single Plans for Student Achievement

Information/Action

**REQUESTED BY:** 

**ENCLOSURES:** 

Mary Boyle

Site Plans - Each School

**MEETING DATE:** 

May 15, 2007

#### **BACKGROUND:**

The School Based Leadership Team from each school annually reviews data regarding student achievement and sets goals for the continuous improvement of programs and the delivery of instruction to meet student needs. The SBLT is responsible for creating a budget and allocating categorical monies at the site level toward the improvement of student achievement.

#### ADMINISTRATION RECOMMENDATION:

Approval of Site Single Plans for Student Achievement.

#### BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.

BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS

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#### **AGENDA ITEM:**

#### **SUBJECT AREA:**

Increase lunch prices for middle schools and high schools

Discussion/Action

#### **REQUESTED BY:**

#### **ENCLOSURES:**

Carrie L. Carlson

No

Assistant Superintendent, Business Services

#### **BOARD MEETING DATE:**

May 15, 2007

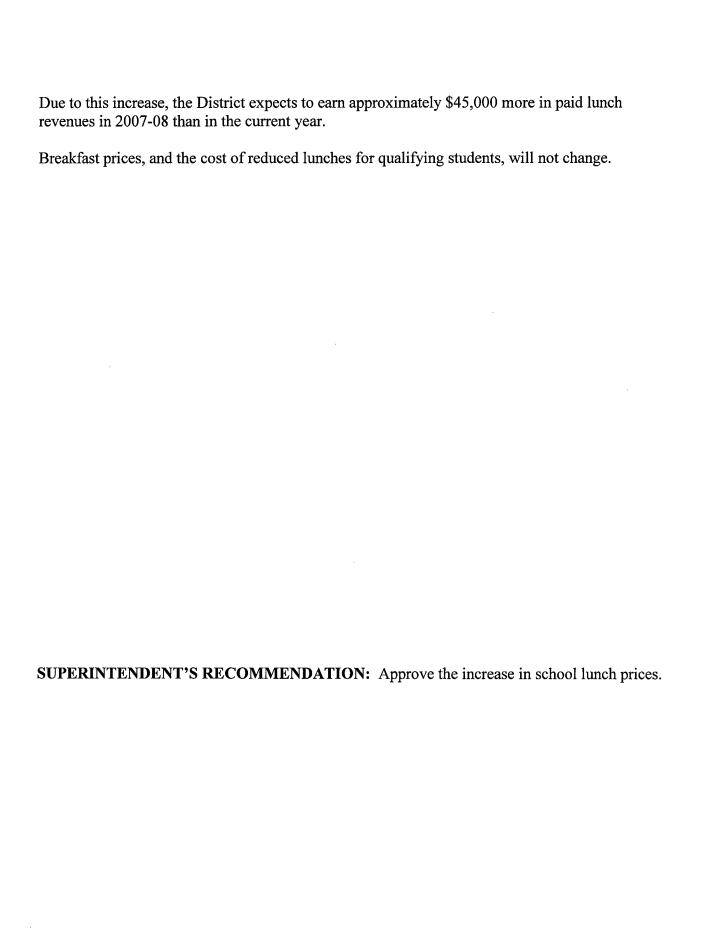
#### **BACKGROUND:**

Expenditures in the Cafeteria Fund have increased significantly over the past several years. Salary and benefit costs have gone up much more quickly than revenues. Two years ago, the District increased lunch prices from \$2.00 to \$2.25, after a decade of no increases. Still, the Cafeteria Fund is expected to encroach upon the general fund by nearly \$200,000 in 2006-07. A review of neighboring and similar-sized school districts shows that Western Placer Unified School District's lunch prices are slightly lower than average. Therefore, we recommend implementing the following pricing structure for paid lunches beginning in the 2007-08 school year:

Elementary	Current \$2.25	Proposed \$2.25	Increase \$0.00
Middle	\$2.25	\$2.50	\$0.25
High	\$2.25	\$2.75	\$0.50

The increasing scale from elementary through high school prices more accurately reflects actual costs than the current pricing structure. As students move from elementary to middle school, and from middle to high school, the amount of food they receive at lunch increases. Therefore, the increasing scale is an appropriate method by which to price lunches.

7.4



MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.

BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS

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**AGENDA ITEM:** 

Increase price of bus passes

**SUBJECT AREA:** 

Discussion/Action

**REQUESTED BY:** 

**ENCLOSURES:** 

Carrie L. Carlson

Assistant Superintendent, Business Services

No

#### **BOARD MEETING DATE:**

May 15, 2007

#### **BACKGROUND:**

Transportation expenditures have risen dramatically since prices were raised three years ago. Significant increases in employee health benefits, as well as skyrocketing gas prices, increased the burden on the District's Transportation program. Transportation is expected to encroach upon the unrestricted general fund by over \$540,000 in 2006-07. We recommend implementing the following pricing structure for student transportation beginning in the 2007-08 school year:

Students per Family	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
1 – Semester Pass	\$100.00	\$125.00	\$25.00
1 – Annual Pass	\$180.00	\$225.00	\$45.00
2 – Semester Pass	\$200.00	\$250.00	\$50.00
2 – Annual Pass	\$360.00	\$450.00	\$90.00
3 or more – Semester Pass	\$230.00	\$288.00	\$58.00
3 or more– Annual Pass	\$420.00	\$525.00	\$105.00

A book of 10 one-way tickets, which currently costs \$10.00, will increase to \$12.50. Reduced passes or tickets will be sold at half price.

This price increase will result in an increase of about \$25,000 in Transportation revenues in the 2007-08 school year.

SUPERINTENDENT'S RECOMMENDATION: Approve the increase in transportation fees.

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

#### **DISTRICT GLOBAL GOALS**

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#### **AGENDA ITEM:**

#### **SUBJECT AREA:**

Approve the Furniture and Equipment Bid for the Lincoln Crossing Elementary School Discussion/Action

#### **REQUESTED BY:**

#### **ENCLOSURES:**

Cathy Allen
Director of Site Development

No (to be distributed at board meeting)

#### **MEETING DATE:**

May 15, 2007

#### **BACKGROUND:**

The District went out to bid for furniture and equipment to outfit the new Lincoln Crossing Elementary School Site on April 19, 2007. Bids were opened on Friday, May 11, 2007. Staff will present the proposal of the lowest responsive bidder at the board meeting.

#### ADMINISTRATION RECOMMENDATION:

Staff recommends the Board of Trustees approve the bid package as presented during the meeting.

wp/rk/factform

7.6

MISSION STATEMENT: The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.

BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS

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#### **AGENDA ITEM:**

**SUBJECT AREA:** 

Discussion/Action

Approve Resolution 06/07.29 of the Board of Trustees of Western Placer Unified School District Authorizing the Issuance of 2007 Tax and Revenue Anticipation Notes for Said District and Requesting the Board of Supervisors of Placer County to Issue Said Notes, and Approve the Form of the Contract of Purchase and the Form of Continuing Disclosure Certificate Related Thereto

#### **REQUESTED BY:**

**ENCLOSURES:** 

Carrie L. Carlson Assistant Superintendent, Business Services Yes

#### **BOARD MEETING DATE:**

May 15, 2007

#### **BACKGROUND:**

Tax and Revenue Notes (TRANS) are a short-term borrowing strategy used to finance and eliminate cash flow deficits or potential deficits in the General Fund. It is not unusual for school districts to experience cash flow deficits in the months just prior to the receipt of property tax revenues.

Since 1990, the District has borrowed between \$1.2 and \$7.0 million a year to cover its operating costs.

#### SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 06/07.29 of the Board of Trustees of Western Placer Unified School District authorizing the issuance of 2007 Tax and Revenue Anticipation Notes for said District and requesting the Board of Supervisors of Placer County to issue said notes, and approve the Form of the Contract of Purchase and the Form of Continuing Disclosure Certificate related thereto

#### RESOLUTION NO. 06/07.29

RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2007 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6, Chapter 4, Part 1, Division 2, Title 5 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Western Placer Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of a school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over said district, as soon as possible following the receipt of a resolution of the governing board of the district requesting the borrowing; and

WHEREAS, the County Superintendent of Schools of the County of Placer (the "County") has jurisdiction over the District, and this Board of Trustees (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed \$7,500,000 at an interest rate not to exceed seven percent (7%), through the issuance by the Board of Supervisors of the County (the "County Board") of 2007 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes shall be payable no more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2007-2008 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2007-2008 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys of the District, including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the general fund of the District during or allocable to fiscal year 2007-2008 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts or other moneys of the District pledged for

7.7.1

the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued on the date designated by the County Board therefor, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said \$7,500,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2007-2008, 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 state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, the Board of Trustees of the Western Placer Unified School District hereby resolves as follows:

Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The Section 1. District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed \$7,500,000 principal amount of Notes pursuant to Sections 53850 et seq. of the Act, designated "Western Placer Unified School District, County of Placer, State of California, 2007 Tax and Revenue Anticipation Notes" (the "Notes"); to be numbered from 1 consecutively upward in order of issuance (if more than one Note is registered); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser thereof; to be dated the date of delivery thereof; to mature (without option of prior redemption) within thirteen (13) months of the dated date; and to bear interest, payable at maturity and computed on a 30-day month/360day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of seven percent (7%) per annum; provided that if the Notes will mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of Treasurer-Tax Collector of the County or such other paying agent as the District or County may appoint (the "Paying Agent") which is hereby designated to be the paying agent on the Notes or such other Paying Agent as the County and District may designate. This District Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

- Section 2. <u>Form of Notes</u>. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in the resolution of the County approving the Notes, the blanks in said form to be filled in with appropriate words and figures as authorized herein and in the resolution of the County. The Notes shall be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and shall be evidenced by one note in the full principal amount of the Notes. There shall accompany the Notes, the legal opinion of Sidley Austin LLP respecting the validity of said Notes.
- Section 3. <u>Deposit of Note Proceeds</u>. The moneys so borrowed shall be deposited in the general fund of the District or in a fund held by the Paying Agent on behalf of the District. Moneys in such funds held by the Paying Agent may be invested as authorized by Section 9 herein.

#### Section 4. Payment of Notes.

- (A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2007-2008 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.
- (B) <u>Pledged Revenues</u>. As security for the payment of the principal of and interest on the Notes, the District hereby pledges an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2008; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2008; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2008 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) <u>Covenant Regarding Additional Short-term Borrowing</u>. The District hereby covenants and warrants that it will not request the County of Placer Treasurer–Tax

Collector (the "Treasurer") to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District during the 2007-2008 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

- (D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Western Placer Unified School District, County of Placer, State of California, 2007 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.
- (E) <u>Disbursement and Investment of Moneys in Repayment Fund</u>. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund shall be invested pursuant to Section 9 of this Resolution.

- Section 5. <u>Execution of Notes</u>. The District hereby requests the County Chairperson (the "Chairperson") and the Treasurer, or a designee thereof, sign the Notes manually or by facsimile signature and the Clerk of the County Board (the "Clerk") countersign the Notes by use of his or her manual or facsimile signature, and said Clerk is hereby requested to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby requested to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated such Notes.
- Section 6. <u>Sale of the Notes</u>. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by the Financial Advisor appointed herein. The form of Contract of Purchase for the Notes (the "Contract of Purchase"), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or a designee thereof, is hereby requested to execute and deliver the Contract of Purchase, and the Superintendent (the "Superintendent") or the Assistant Superintendent, Business Services (the "Assistant Superintendent") is hereby authorized and requested to acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer, or a designee thereof, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the

discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer, or a designee thereof, are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, not to exceed \$7,500,000 and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 7. <u>Appointment of Bond Counsel and Financial Advisor; Authorization of Preliminary Official Statement and Official Statement.</u> Sidley Austin LLP is hereby appointed as bond counsel to the District in connection with the issuance of the Notes. Capitol Public Finance Group, LLC is hereby appointed as the financial advisor to the District in connection with the issuance of the Notes (the "Financial Advisor").

When completed, the form of preliminary official statement (the "Preliminary Official Statement") relating to the Notes on file with the Clerk of the District Board, is hereby deemed approved. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the Superintendent or the Assistant Superintendent for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement (the "Official Statement"). The Superintendent or the Assistant Superintendent or any such officer's designee are hereby authorized and directed, for and in the name and on behalf of the District, to deliver to the Financial Advisor said Preliminary Official Statement. The Financial Advisor is hereby authorized to prepare and distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Notes and is directed to deliver copies of the Preliminary Official Statement to such persons. The Official Statement in substantially said form, with such changes as the Superintendent or the Assistant Superintendent or any such officer's designee may approve (including all information previously permitted to have been omitted by Rule 15c2-12), which approval shall be conclusively evidenced by execution by the Superintendent or the Assistant Superintendent or any such officer's designee of the Official Statement and delivery thereof to the purchaser of the Notes within 7 business days of the sale of the Notes, is hereby approved.

Section 8. <u>Delivery of Notes</u>. The proper officers of the County Board are hereby requested to deliver the Notes to the purchaser thereof. All actions heretofore taken by the officers and agents of the District Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions hereafter adopted by the County Board.

Section 9. <u>Authorization to Invest in Investment Agreement and LAIF</u>. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested at the Treasurer's discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are also hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund

administered by the State of California. Investments of moneys in the Repayment Fund shall not have a maturity date later than the maturity date of the Notes.

Section 10. <u>Continuing Disclosure</u>. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not result in acceleration of the Notes.

Tax Covenants. The District covenants that it will make no use of the Section 11. proceeds of the Notes or any other amounts that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District and all of its officers having custody or control of such proceeds agree to comply with all requirements of said Section 148 and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on certain amounts, including proceeds of the Notes, if required, to the federal government. The District further covenants to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. In furtherance of the covenants contained in this Section 11, the District agrees to comply with the Tax Certificate to be provided to the District by bond counsel for execution by the District on the date of issuance and delivery of the Notes (the "Tax Certificate"). The District covenants that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 12. <u>Covenants and Warranties</u>. 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, its appropriate officials and the District Board, have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

Section 13. <u>Transmittal of Resolution</u>. The Clerk of this Board is hereby directed to send an original certified copy of this Resolution to the County Board, the Treasurer and the County Superintendent of Schools.

Section 14. <u>Recitals</u>. All the recitals in this Resolution above are true and correct and this District Board so finds, determines and represents.

Section 15. Other Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the District are hereby authorized and directed, for and in the name and on behalf of this District, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and

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delivery of the Notes in accordance with, and to carry out the intent of, this Resolution, including taking all actions necessary to comply with State of California Education Code Section 42133(a).

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 15th day of May, 2007, by the following vote:
AYES:
NOES:
ABSTENTIONS:
ABSENT:
WESTERN PLACER UNIFIED SCHOOL DISTRICT
President, Board of Trustees
ATTEST:
Clerk, Board of Trustees

#### COUNTY OF PLACER, CALIFORNIA

#### \$[PRINCIPAL AMOUNT]

## DISTRICT 2007 TAX AND REVENUE ANTICIPATION NOTES

#### FORM OF CONTRACT OF PURCHASE

, 2007

Jenine Windeshausen Treasurer-Tax Collector County of Placer 2976 Richardson Drive Auburn, California 95603

Dear Ms. Windeshausen:

The undersigned (the "Underwriter") offers to enter into this agreement with the County of Placer, California (the "County") that, upon the County's acceptance hereof, will be binding upon the County and upon the Underwriter. This offer is made subject to the written acceptance of this Contract of Purchase by the County and the delivery of such acceptance to the Underwriter at or prior to 5:00 P.M. California time, on the date hereof.

- 1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby purchases from the County for reoffering to the public, and the County hereby sells to the Underwriter for such purpose, all (but not less than all) of \$[PRINCIPAL AMOUNT] aggregate principal amount of \_\_\_\_\_\_\_ District, County of Placer, California (the "District") 2007 Tax and Revenue Anticipation Notes dated the date of issuance thereof and due \_\_\_\_\_\_, 2007 (the "Notes") bearing interest at \_\_\_\_\_% per annum and for the purchase price of \$\_\_\_\_\_\_ (equal to the principal amount less Underwriter's discount and premium).
- 2. The Notes shall be as described in the Resolution adopted by the County on \_\_\_\_\_\_, 2007, authorizing the issuance of the Notes (the "Resolution"), and shall be issued under the provisions of the Constitution and laws of the State of California (the "State").
- 3. Within seven business days hereof, the District shall deliver to the Underwriter an Official Statement of the District relating to the Notes (which, together with all appendices thereto and with such changes therein and supplements thereto that are consented to in writing by the Underwriter, is herein called the "Official Statement"), in a form satisfactory to the Underwriter and duly executed by the District, which the District deems final as of its date. The

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District has authorized the use and reproduction of the Official Statement in connection with the offering and sale of the Notes by the Underwriter. The District also has approved of the use and reproduction by the Underwriter prior to the date of the Official Statement of a Preliminary Official Statement of the District relating to the Notes (which, together with all appendices thereto, is herein called the "Preliminary Official Statement") in connection with the offering of the Notes.

- 4. The Underwriter agrees to make a *bona fide* public offering of all the Notes at the initial public offering price as set forth on the cover page of the Official Statement. Subsequent to such initial public offering the Underwriter reserves the right to change the public offering price as it may deem necessary in connection with the marketing of the Notes.
- 5. No later than 10:00 A.M., California time, on \_\_\_\_\_\_\_\_, 2007 or at such other time or on such later business day as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter at the offices of The Depository Trust Company, New York, New York ("DTC"), or at such other place as the District and the Underwriter may mutually agree upon, the Notes in definitive form duly executed, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price as set forth in paragraph 1 hereof by wire in "Federal Reserve Funds" (same day funds) to the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent") or upon the written order of the District. The Notes shall be delivered to DTC for the account of the Underwriter in New York, New York (or at such other place as the Underwriter and the District mutually agree upon) in typewritten form, bearing a CUSIP number, duly executed by the County and authenticated by the Paying Agent. The Notes will be made available in New York, New York for checking and packaging at least one business day prior to the Closing.
  - 6. The District represents and warrants to the Underwriter and the County that:
  - (A) The District is a school district organized and validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.
  - (B) (i) At or prior to the Closing the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the District has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the District of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the District; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

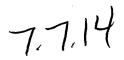
- (C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor.
  - (D) The District selected the Underwriter.
- (E) There are no present conditions or determinations of which the District is aware that will prevent the receipt of and application by the District of the revenues pledged to pay the Notes.
- (F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the District, do not and will not conflict with or constitute on the part of the District a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the District, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.
- (G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the District of, and performance by the District of its obligations under, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.
- (H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the District) threatened against the District or (to the best knowledge of the District, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.
- (I) Any certificate signed by any official or other representative of the District and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the District to the Underwriter as to the statements therein made.
- (J) The issuance of the Notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

- 7. The County represents and warrants to the Underwriter that:
- (A) The County is validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.
- (B) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the County has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the County of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the County; and (iv) the County has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.
- (C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor and are not payable from County moneys.
- (D) The County agrees that it will not issue any additional notes for the District secured by the revenues pledged to pay the Notes without the consent of the Underwriter.
- (E) There are no present conditions or determinations of which the County is aware that will prevent the receipt of and application by the County or the District of the revenues pledged to pay the Notes.
- (F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the County, do not and will not conflict with or constitute on the part of the County a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the County, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.
- (G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the County of, and performance by the County of its obligations with respect to, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter).

- (H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the County) threatened against the County or (to the best knowledge of the County, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.
- (I) Any certificate signed by any official or other representative of the County and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the County to the Underwriter as to the statements therein made.
- (J) The issuance of the notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.
- 8. The Underwriter has entered into this Contract of Purchase in reliance upon the representations and warranties of the District contained herein, the Resolution, and the performance by the District of its obligations hereunder, as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Contract of Purchase are and shall be subject to the following further conditions as of the Closing:
  - (A) The representations and warranties of the County contained herein shall not be materially inaccurate at the date hereof and at and as of the Closing as if made as of the Closing and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall not be materially inaccurate at the Closing; and the County shall be in compliance with each of the agreements made by it in this Contract of Purchase (unless such agreements are waived by the Underwriter).
  - (B) At the time of the Closing this Contract of Purchase shall be in full force and effect; the Resolution and this Contract of Purchase shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; all actions that, in the opinion of Sidley Austin LLP, San Francisco, California ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the County shall perform or has performed all of its obligations required under or specified in the Resolution or this Contract of Purchase to be performed at or prior to the Closing.
  - (C) The provisions of law governing the payment of the revenues pledged to pay the Notes shall be in full force and effect and shall not have been amended in any respect that would materially adversely affect the prospects that such revenues will be received in the amounts and by the respective dates indicated in the Resolution and the Official Statement.

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- (D) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside) (i) that has any of the effects described in Section 6(H), or (ii) that declares this Contract of Purchase to be invalid or unenforceable in whole or in material part.
- In recognition of the desire of the County and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on a public offering, the Underwriter shall have the right to cancel its obligations to acquire the Notes, by written notice from the Underwriter to the District, if between the date hereof and the Closing: (i) the Official Statement shall have been amended, modified or supplemented without the consent in writing of the Underwriter, unless such consent was unreasonably withheld or (ii) any event shall occur that, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; or (iii) the market for the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (a) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which legislation has been referred for consideration, or a decision rendered by a court of the United States or by the United States Tax Court, or a ruling order, official statement, or regulation (final, temporary or proposed) made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal taxation upon interest received on obligations of the general character of the Notes or that would have the effect of changing, directly or indirectly, the Federal income tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (b) any new outbreak of hostilities or other national or international calamity, crisis or default being such as would cause a major disruption in the municipal bond market, or (c) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange. whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or (d) a general banking moratorium declared by either Federal or State authorities having jurisdiction, or (e) any action, suit, proceeding or investigation described in Section 6(H) hereof or any decision described in Section 8(D) hereof.
- (F) At or prior to the Closing, the Underwriter shall receive the following documents each dated the date of the Closing:
- (1) Unqualified approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes.



- (2) A certificate of the County, executed on its behalf by its Treasurer-Tax Collector, in a form acceptable to Bond Counsel.
- (3) An opinion of County Counsel substantially in the form attached hereto as Exhibit A.
- (4) An arbitrage and use of proceeds certificate, satisfactory in form and substance to Bond Counsel.
- (5) Signature and No Litigation Certificates executed by applicable officers of the District.
  - (6) Evidence of any rating on the Notes.
- (7) A copy of the Blanket Letter of Representations with DTC, duly executed by the applicable officer of the District.
- (8) The Continuing Disclosure Certificate executed by the applicable officer of the District, as described in Section 13 hereof.
- (9) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the accuracy, as of the time of Closing of the District's representations herein contained and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Contract of Purchase or if the Underwriter's obligations shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase shall terminate and neither the County nor the Underwriter shall have any further obligation hereunder, except that the obligations of the Underwriter and the District, to pay certain expenses as provided in Section 10 herein shall continue in full force and effect.

- 9. The performance by the County of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County and the Underwriter of opinions and certificates required to be delivered at the Closing.
- 10. (a) Whether or not the Notes are issued as contemplated by this Contract of Purchase, neither the County nor the Underwriter shall be under any obligation to pay and the District shall pay, all expenses incident to the performance of the District's obligations, including but not limited to (i) the fees and disbursements of the accountants, financial advisers and any other experts, consultants or advisers to the District and retained on such basis by the District; (ii) the fees of the Paying Agent (as defined in the Resolution) and of any rating agencies rating the Notes; (iii) the cost of preparation and reproduction of the Preliminary Official Statement, the final Official Statement, any amendment or supplement to the Preliminary Official Statement or the final Official Statement, and the cost of printing the Notes; (iv) the fees and disbursements of Bond Counsel; and (v) any other expenses and costs of the County and the District incident to

the performance of their obligations in connection with the authorization, issuance and sale of the Notes to the Underwriter.

- (b) The Underwriter shall pay (i) the fees of the California Debt and Investment Advisory Commission; and (ii) other expenses incurred by it in connection with the offering and distribution of the Notes.
- 11. Any notice or other communication to be given to the County under this Contract of Purchase may be given by delivering the same in writing to the County Treasurer-Tax Collector, or to such other person as they may designate in writing, and any notice or other communication to be given to the Underwriter under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to [UNDERWRITER].
- 12. This Contract of Purchase when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the County and the Underwriter and is made solely for the benefit of the County and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.
- 13. The District will undertake, pursuant to a Continuing Disclosure Certificate, substantially in the form reviewed by the Underwriter as of the date hereof, to provide notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement. Unless the District is otherwise notified in writing by the Underwriter on or prior to the Closing, the "end of the underwriting period" for the Notes for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934, is the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the District in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12 for the Notes.
- 14. This Contract of Purchase shall be construed and enforceable in accordance with the laws of the State of California.

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ecuted simultaneously in several counterparts constitute but one and the same instrument.
Very truly yours,
[UNDERWRITER]
By:Authorized Representative

#### **EXHIBIT A**

(Letterhead of County Counsel)

[Closing Date]

	District
[Address]	
[Underwriter]	
Ladies and Ge	ntlemen:
Purchase"), be therein for th "Notes") of _	nce is made to a Contract of Purchase dated, 2007 (the "Contract of tween the County of Placer, California (the "County") and the underwriter named e \$[PRINCIPAL AMOUNT] 2007 Tax and Revenue Anticipation Notes (the District, in connection with which you have requested to the matters set forth below. All terms used herein have the definitions set forth to of Purchase.
2007, entitled PLACER PR COUNTY OF ANTICIPATION Constitution of California (the purposes of the purposes).	al counsel to the County, I have reviewed the Resolution adopted on, "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF OVIDING FOR THE ISSUANCE OF DISTRICT, F PLACER, STATE OF CALIFORNIA, 2007 TAX AND REVENUE ON NOTES" (the "Resolution"). I have also examined such portions of the f the United States of America, the Constitution and the Statutes of the State of "State") and such applicable court decisions as I deemed necessary or relevant for e opinions set forth below, and made such further inquiries and investigations as I sary or appropriate for purposes of such opinion. Based on the foregoing, I advise opinion:
	The County is a political subdivision duly organized and validly existing under State of California.
County, which	The Resolution was duly adopted at a meeting of the governing body of the was called and held pursuant to law and with all public notice required by law quorum was present and acting throughout.
3.	There is no litigation against the County of any nature pending or threatened to

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restrain or enjoin the issuance, sale, execution or delivery of the Contract of Purchase, the Notes or any of the proceedings taken with respect to the issuance and sale of the Notes, the application of moneys to the payment of the Notes or in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes, the

existence or boundaries of the County or the title of officials of the County who have acted with respect to the proceedings for the issuance and sale of the Notes to their respective offices, and no authority or proceedings for the issuance and sale of the Notes have been repealed, revoked or rescinded.

4. The issuance of the Notes and the execution, delivery and performance of the Contract of Purchase do not and will not conflict with or constitute on the part of the County a breach of, or a default under any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which either of them is bound.

Very truly	yours,	
By:		
27.	County Counsel	

#### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disc	closure Certificate (the "Disclosure Certificate") is executed and
delivered by the	District (the "District") in connection with the issuance of
\$ 2007 Tax and	Revenue Anticipation Notes (the "Notes"). The Notes are being
issued pursuant to a Resolut	ion of the District dated, 2007 and a Resolution of the
County of Placer dated June_	, 2007 (collectively, the "Resolution"). The District covenants
and agrees as follows:	

SECTION 1. <u>Purpose of the Disclosure Certificate</u>. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. <u>Definitions.</u> In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Central Post Office" means the DisclosureUSA website maintained by the Municipal Advisory Council of Texas or any successor thereto, or any other organization or method approved by the staff or members of the Securities and Exchange Commission as an intermediary through which issuers may, in compliance with the Rule, make filings required by this Disclosure Certificate.

"Dissemination Agent" shall mean initially the District or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holders" or "Holder" shall mean, while the Notes are registered in the name of The Depository Trust Company, any applicable participant in its depository system, or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository certified from time to time by the Securities and Exchange Commission to be the recipient of information of the nature of the reports required by this Disclosure Certificate.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

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"State" shall mean the State of California.

"State Repository" shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

#### SECTION 3. Reporting of Significant Events.

- (a) This Section 3 shall govern the giving of notices of the occurrence of any of the following events:
  - 1. Principal and interest payment delinquencies.
  - 2. Non-payment related defaults.
  - 3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties.
  - 4. Unscheduled draws on credit enhancement facility reflecting financial difficulties.
  - 5. Substitution of the provider of any credit enhancement facility or any failure by said provider to perform on any credit enhancement facility.
    - 6. Adverse tax opinions or events affecting the tax-exempt status of the securities.
    - 7. Modifications to rights of security holders.
    - 8. Optional, contingent or unscheduled bond calls;
    - 9. Defeasances.
    - 10. Release, substitution, or sale of property securing repayment of the securities.
    - 11. Rating changes.
- (b) 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.
- (c) 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 file a notice of such occurrence with the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections

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- (a)(4) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Resolution.
- (d) The District and the Dissemination Agent reserve the right to make such notice of significant event filings through the Central Post Office.
- SECTION 4. <u>Termination of Reporting Obligation</u>. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the District shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).
- SECTION 5. <u>Dissemination Agent</u>. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.
- SECTION 6. <u>Amendment</u>; <u>Waiver</u>. Notwithstanding any other provision of this Disclosure Certificate, the District may amend or wave any provision of this Disclosure Certificate only if:
  - (A) the amendment is 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 the District, or type of business conducted;
  - (B) this Disclosure Certificate, as amended, would have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
  - (C) the amendment does not materially impair the interests of Holders, as determined by parties unaffiliated with the District (such as, but without limitation, the District's bond counsel).
- SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. 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 Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.
- SECTION 8. <u>Default</u>. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder 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 Disclosure Certificate. A default under this

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Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. <u>Duties</u>, <u>Immunities and Liabilities of Dissemination Agent</u>. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

SECTION 10. <u>Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Notes, and shall create no rights in any other person or entity.

Date:, 2007	•		
		DISTRICT	
	Ву:		
		[Name] [Title]	