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

MEMBERS OF THE GOVERNING BOARD

Dennis Sonnenburg, President
James McLeod, Vice President
Melanie Eustice, Clerk
Paul Long, Member
Earl Mentze, Member

ADMINISTRATIVE/MANAGEMENT PERSONNEL

Roger R. Yohe, District Superintendent
Jay M. Stewart, Assistant Superintendent, Business Services
Scott Leaman, Assistant Superintendent, Educational Services
Bob Noyes, Director, Human Services,
Ken Gammelgard, Director of Site Development
Kris Knutson, Principal, Sheridan School
John Bliss, Principal, Carlin C. Coppin Elementary School
Linda Pezanoski, Principal, Creekside Oaks Elementary School
Kelly Castillo, Principal, Foskett Ranch Elementary School
Ruben Ayala, Principal, First Street School
Jeremy Lyche, Twelve Bridges Elementary School
Mary Boyle, Principal, Glen Edwards Middle School
Mike Doherty, Assistant Principal, Glen Edwards Middle School
David Butler, Principal, Lincoln High School
Janice Smith, Assistant Principal, Lincoln High School
Stacy Brown, Assistant Principal, Lincoln High School/Glen Edwards Middle School
John Wyatt, Principal, Phoenix High School, Adult Education
Tracy Murphy, Director, Special Education
Frank Nichols, Director of Maintenance and Operations
Bob Nelson, Transportation Coordinator
Jeff Dardis, Food Service Director
Chuck Youtsey, Technology Coordinator

STUDENT ENROLLMENT

School	02/01/06	03/01/06
Sheridan School (K-8)	153	152
Sheridan School Independent Study (K-12)	26	29
First Street School (K-5)	452	459
Carlin C. Coppin Elementary (K-5)	456	456
Creekside Oaks Elementary (K-5)	576	585
Twelve Bridges Elementary (K-5)	624	628
Foskett Ranch Elementary (K-5)	379	385
Glen Edwards Middle (6-8)	1051	1050
Lincoln High School (9-12)	1200	1212
Phoenix High School (10-12)	77	74
PCOE Home School	8	8
TOTAL:	**5002**	**5038**

Phoenix Infant/Toddler	24	Prechool/Head Start	
SDC Preschool	9	First & J Streets	24
Adult Education	159	Sheridan	15
		Carlin Coppin	24

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 individua l 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, servic e 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
March 7, 2006 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 "J" STREET, LINCOLN, CA

AGENDA

2005-2006 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

5:00 P.M. OPEN SESSION - Administrative Conference Room – D.O.

1. Call to Order
2. Announce Closed Session Items
3. Adjourn to Closed Session

5:05 P.M. CLOSED SESSION - Administrative Conference Room – D.O.

1. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 M

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 N

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry #04/05 A

2. CONFERENCE WITH LABOR NEGOTIATOR
Update on certificated negotiations

3. PERSONNEL
Public Employee Discipline/Dismissal/Release
a. Administrator Release/Reassignment

4. PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT
Facilities Position

5. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION – Performing Arts Building - LHS

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 M

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 N

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry #04/05 A

2.2 CONFERENCE WITH LABOR NEGOTIATOR
Update on certificated negotiations

2.3 PERSONNEL
Public Employee Discipline/Dismissal/Release
a. Administrator Release/Reassignment

2.4 PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT
Facilities Position

3. SPECIAL ORDER OF BUSINESS

3.1 BOUNDARY ISSUE
Robert Reynolds from Ophir District, and Paul Johnson from Loomis District will speak on boundary issues.

3.2 FACILITIES MASTER PLAN
Presentation of the Western Placer Unified School District's proposed facility master plan will be presented to the Board of Trustees for discussion.

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 Approval of Minutes
Regular Meetings of February 7th, & February 21st, 2006
4.2 Approval of Warrants
4.3 Ratification of Personnel Items
Classified:
a Ratification of Classified Transfer:
Janice Borsh – from 5 hr. Special Ed. Inst. Aide to TBE to a 5.6 hr. Special Ed. Inst. Aide at CCC

b Ratification of Classified Short-Term Employment:
Roberta Giles – Instructional Aide, Special Ed. – LHS

c. Ratification of Classified Retirement:
Carol Edwards – Library Technician – CCC

d. Rtification of Classified Resignation:
John Escalante – Campus/Cafeteria Supervisor – COE

Certificated:

e. Ratification of Certificated Resignation:
Sara Julis-Phillips – ½ Time RSP Teacher – GEMS
Myron Prychun – 8th Grade Language Arts Teacher – GEMS
Kristen Johnson – Occupational Therapist – DIST
Becky Hill – Kindergarten Teacher – FRE
Charles Langston – Weight Training/Conditioning - LHS

f. Ratification of Certificated Management Resignation:
Ken Gammelgard – Director of Site Development - DO

4.4 Adoption of Resolution 05/06.24 Establishing a reduction of classified employee hours.
4.5 Adoption of Resolution 05/06.25 Establishing a reduction of classified employee hours.
4.6 Adoption of Resolution 05/06.26 Establishing a reduction of classified employee hours.
4.7 Reduction of one classified management position.
4.8 Approve the Audit Agreement between the Western Placer Unified School District and Gilbert Associates, Inc.

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 – Garrett Snyder
6.2 Western Placer Teacher's Association – Mike Agrippino
6.3 Western Placer Classified Employee Association – Joe Ross
6.4 Superintendent – Roger Yohe
6.5 Assistant Superintendent(s)
- 6.5.1 Jay M. Stewart
  - a. Budget Update:
  - b. Facilities Update:
- 6.5.2 Scott Leaman
  - a. Program Focus Area: *After School Program Evaluation*
- 6.5.3 Bob Noyes, Personnel Director

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) **BOUNDARY CHANGE DISSEMINATION – Leaman** *(05-06 G & O Component IV-V)*

•The board recently took action for future Lincoln Crossing Elementary students to attend Creekside Oaks for one year prior to transfer to Lincoln Crossing Elementary. The following will be accomplished to inform future parents and guardians of these students:

- Inclusion of the information in the Boundary information Night described below
- Distribution of a letter to Lincoln Crossing information centers outlining the board action
- Description of the change on our website
- Explanation in each enrollment packet for new Lincoln Crossing Students

7.2 (I/D) **CERTIFICATE OF COMPLETION – Leaman** *(05-06 G & O Component IV-V)*

•At the end of the 2005-06 school year, a very small number of students in the district may complete the required credits for graduation but not receive a passing score on the high school exit exam. One option for these students is to receive a "Certificate of Completion" to recognize this fact.

7.3 (I/A) **APPROVAL OF SALES AGREEMENT ON THE OFFICE BUILDING LOCATED AT 6TH AND F STREET – Yohe** *(05-06 G & O Component IV-V)*

•Approval of the sales agreement on the office building located at the northwest corner of 6th Street and F Street from the Western Placer Unified School District.

7.4 (I/A) **JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND THE WESTERN PLACER UNIFIED SCHOOL DISTRICT – Yohe** *(05-06 G & O Component IV-V)*

•Joint use agreement between the City of Lincoln and the Western Placer Unified School District for the Administrative building at 6th and F Streets.

7.5 (D/A) **APPROVE RESOLUTION 05/06.27 TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES – Stewart** *(05-06 G & O Component IV-V)*

•The attached resolution begins the process to annex additional properties into the District's Community Facilities District No. 1. Two projects are represented in this annexation: DR Horton (113 homes) located in the Foskett Ranch subdivision and Signature Properties (472 homes) which is located on the old Aitken's Ranch west of Lincoln Crossing.

ADJOURN TO WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION BOARD OF DIRECTOR'S MEETING

(I/A) **APPROVAL OF SALES AGREEMENT ON COMMUNITY CENTER AND 5.233 ACRE PARCEL FROM THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION – Stewart** *(05-06 G & O Component IV-V)*

•Approval of sales agreement on the Community Center and the 5.233 acre parcel from the Western Placer Unified School District Financing Corporation to the City of Lincoln.

ADJOURN TO REGULAR MEETING OF BOARD OF TRUSTEES

8. 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 NOT 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
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway
- Budget Suspensions for the 2004/05 School Year

8.2 2006 CSBA DELEGATE ASSEMBLY ELECTION

The Board of Trustees will consider casting a vote for a Subregional 4-D CSBA Assembly Delegate.

8.3 BOARD MEMBER REPORTS/COMMENTS

9. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >March 21, 2006, 7:00 p.m., First Street School

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: 3/2/06
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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT

CLOSED SESSION AGENDA

PLACE: **District Office, Administrative Conference Room**
DATE: **March 7, 2006**
TIME: **5:00 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. **PERSONNEL**
   - **•PUBLIC EMPLOYEE APPOINTMENT**
   - •PUBLIC EMPLOYEE EMPLOYMENT
   - •PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   - **•PUBLIC EMPLOYEE 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. **LICENSE/PERMIT DETERMINATION**
   a. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   a. Specify law enforcement agency
   b. Title of Officer,
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.
4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
   a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
   b. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   a. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
   A. **PUBLIC EMPLOYEE APPOINTMENT**
      a. Identify title or position to be filled.
   B. **PUBLIC EMPLOYEE EMPLOYMENT**
      a. Identify title or position to be filled.
   C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
      a. Identify position of any employee under review.
   D. **PUBLIC EMPLOYEE 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

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy___
	Complies with Site Plan (LIP)___
	Complies with Governance & Management Document ___
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals___
	Complies with District Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart___
	Personnel Sign-Off by B. Noyes___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Program Sign Off by S. Leaman___
	SBLT Involvement ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Student Discipline/
Expulsion
Student 05/06 M

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #05-06 M

SUPERINTENDENT'S 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 TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy___
	Complies with Site Plan (LIP)___
	Complies with Governance & Management Document ___
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals___
	Complies with District Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart___
	Personnel Sign-Off by B. Noyes___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Program Sign Off by S. Leaman___
	SBLT Involvement ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Student Discipline/
Expulsion
Student 05/06 N

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #05-06 N

SUPERINTENDENT'S 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 TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___ Complies with Governance & Management Document ___
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals ___ Complies with District Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Student Discipline/
Re-entry Expulsion
Student 04/05 A

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the re-entry expulsion of Student #04-05 A

SUPERINTENDENT'S RECOMMENDATION:
The administration recommends the Board of Trustees disclose any action taken in regards to the above item.

2.1c

MISSION STATEMENT Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World		
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS		*COMPLIANCE CHECK LIST*
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3.	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Update on Certificated Negotiations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Bob Noyes,
Director of Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

Update will be given on certificated negotiations.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the board of trustees be updated.

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MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___ Personnel Sign-Off by B. Noyes ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Public Employee Discipline/ Dismissal/Release

AGENDA ITEM AREA:
CLOSED SESSION DISCLOSURE

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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 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	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LIP) ____
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ____ Complies with Mission Statement ____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____ SBLT Involvement ____
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Facilities Position

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Roger R. Yohe

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

District facilities are growing with Twelve Bridges High School, Lincoln Crossing Elementary School, The Twelve Bridges Library and the City Hall/District Office all commencing this year.

SUPERINTENDENT'S RECOMMENDATION:

Discuss possible scenarios to address this quarter billion dollar building program.

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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	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Boundary Issues with
Special Guest, Robert Reynolds
And Paul Johnson

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Roger R. Yohe
Superintendent

ENCLOSURES:
No

MEETING DATE:
March 7, 2006

BACKGROUND:

Both Robert Reynolds from Ophir, and Paul Johnson from Loomis will give a presentation to the Board of Trustees regarding school boundary issues being reviewed.

SUPERINTENDENT' S RECOMMENDATION:

Administration recommends the board of trustees be updated on the boundary issues.

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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
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.

AGENDA ITEM:

Presentation of the Western Placer Unified School District's Proposed Facility Master Plan.

SUBJECT AREA:

Special Order of Business

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 07, 2006

BACKGROUND:

The District's proposed facility master plan will be presented to the Board of Trustees for discussion.

SUPERINTENDENT'S RECOMMENDATION:

No action required.

CONSENT

AGENDA

ITEMS

MISSION STATEMENT Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Minutes:
February 7, & 21, 2006
Regular Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:
Minutes

MEETING DATE:
March 7, 2006

BACKGROUND:

The Board of Trustees will consider adoption of the minutes of February 7, & 21, 2006 meetings.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the minutes as submitted.

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
February 21, 2006 7:00 P.M.
CREEKSIDE OAKS ELEMENTARY SCHOOL – Multi-Purpose Room
2030 FIRST STREET, LINCOLN, CA

MINUTES

2005-2006 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

6:00 P.M. **OPEN SESSION – Creekside Oaks Elementary School - Library**

1. Call to Order
2. Announce Closed Session Items
3. Adjourn to Closed Session

6:05 P.M. **CLOSED SESSION – Creekside Oaks Elementary School - Library**

1. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 L

2. PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT

a. Facilities Position

3. ADJOURN TO OPEN SESSION

7:00 P.M. **OPEN SESSION – Creekside Oaks School – Multi-Purpose Room**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Members Present
Dennis Sonnenburg, President
James McLeod, Vice President
Melanie Eustice, Clerk
Earl Mentze, Member

Members Absent
Paul Long, Member

Others Present
Roger R. Yohe, Superintendent
Scott Leaman, Assistant Superintendent of Instructional Services
Jay M. Stewart, Assistant Superintendent of Business Services
Bob Noyes, Director of Human Services

4.1.1

Press - Richard Myers, Lincoln News Messenger

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
a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 L

Mrs. Eustice made a motion, seconded by Mr. Mentze, and passed by unanimous vote to approve the expulsion.

2.2 PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT
a. Facilities Position

No action was taken

3. SPECIAL ORDER OF BUSINESS

3.1 SCHOOL FEATURED – Creekside Oaks Elementary School
Mrs. Pezanoski, Principal, welcomed everyone to the new multi-purpose facility. She introduced new staff at Creekside Oaks. She then reviewed the 5 topics that were going to be discussed, and teamed up a board member with a teacher and encouraged members of the audience to join in. After 20 minutes of group discussion the board was asked to report out on what they had learned from each of the following groups.

- After School Opportunities – Karen Wold – Mr. Mentze
- Reading Support – Cheryl Dyok – Mr. Sonnenburg
- Support Services – Julie Shackelford – Mrs. Eustice
- Special Needs – Annette Darling – Mr. McLeod
- Accelerated Reading – Annie Larsen – Mrs. Eustice

Mr. McLeod – Reported on the discussion of special needs students, and how their identified and what their needs are, which are reported to the county.
Mrs. Eustice – Reported on Special Education and close to 10 to 11% of our students fall under the special education group. Annie Larsen shared with Mrs. Eustice about the accelerated reading program, and what areas each student is assessed. Anything that promotes reading is a wonderful tool for our district.
Mr. Mentze – Reported on the after school program we have for students. As we grow it is important that our afterschool program continues to be adequate. If a child is from a single family or both parents are employed, he would like to see us do better job at helping students. He closed with thanking everyone who attended the board meeting.

Mr. Sonnenburg – Reported what he learned about Title 1 funding. He talked about the identification process for reading problems. With the diagnosis process, there are techniques and strategies of working with students, which show bench marks. He expressed what a great job they are doing and to keep up the good work. He also asked Mrs. Pezanoski to explain what the new facility is used for. She informed everyone it's the new cafeteria.

4. CONSENT AGENDA

4.1 Ratification of Personnel Items

a. Classified:

Ratification of Classified Employment:
Margaret Pineschi – Instructional Aide - GEMS
Ratification of Classified Short-Term Employment:
Maria Kissinger – Instructional Aide, Special Education - FRE
Ratification of Classified Resignation:
Tonya Beame – Instructional Aide, Special Education – CCC
Jennipher Paul – Instructional Aide, Special Education - LHS

b. Certificated:

Ratification of Certificated Temporary Employment:
Lauren Renison – 2nd Grade Teacher – CCC
Ratification of Maternity Leave:
Jill Miles – 7th/8th Grade Soc. Studies/P.E./Science Teacher - SHER

4.2 Williams Uniform Quarterly Complaint Form

A motion by Mr. Mentze, seconded by Mr. McLeod, and passed by unanimous vote to approve the Consent Agenda as listed.

5. COMMUNICATION FROM THE PUBLIC

There was no communication from the public.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Garrett Snyder – Not present

6.2 Western Placer Teacher's Association – Mike Agrippino – Reported on a couple of important dates, one being an Arbitration meeting that will take place on March 27, and Mediation which will take place on March 29th.

6.3 Western Placer Classified Employee Association – Joe Ross – Not present

6.4 Superintendent – Roger Yohe thanked Rob Kerrigan, and Carol Anderson, along with Melanie Eustice and Scott Leaman for attending the meeting in Newcastle regarding boundary changes. Mrs. Daugherty requested a meeting with Roger to share additional ideas. Roger reported he will continue to work with Loomis, Ophir, and Newcastle on boundaries, and will keep the board updated.

6.5 Assistant Superintendent(s)

6.5.1 Jay M. Stewart – No report

a. Budget Update:

b. Facilities Update:

6.5.2 Scott Leaman
Program Focus Area: Status on the WPUSD Counseling Center and the Lighthouse Family Resource and Counseling Center. – Mr. Leaman reported he is working with Bonnie Gore, Kaiser Hospital and Teresa Rasor to maintain current programs for our Counseling Center.

6.5.3 Bob Noyes, Personnel Director – No report

7. PUBLIC HEARING

7.1 INCREASE IN SCHOOL FACILITY FEES - Stewart

The public hearing provides the Board of Trustees an opportunity to hear public comment regarding the increase in Level I school facility fees.

	Current Fee Per Square Foot	Increased Fee Per Square Foot
Residential	$2.24	$2.63
Commercial	$0.36	$0.42

There were no public comments. Once approved the increase will go into effect 60 days after tonight's meeting.

7.2 ESTABLISH SCHOOL FEES IN ACCORDANCE WITH THE PROVISIONS OF SENATE BILL 90 - Stewart

This public hearing provides the Board of Trustees an opportunity to hear public comment regarding the establishment of Level II and level III school facility fees.

	Level II	Level III
Residential	$4.12	$8.24

Mr. Stewart answered a few questions, and explained the reason for the fee increase. There were no public comments. Once approved this will go into effect the day after board approval.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION
CODE: (A) = Action (D) = Discussion (I) = Information

8.1 (D/A) ADOPTION OF POLICY REVISIONS AS REVIEWED BY THE DISTRICT POLICY COMMITTEE – Yohe *(05-06 G & O Component I-V)*

•The Board of Trustees will consider adoption of the CSBA - revisions as reviewed by the District Policy Committee.

- AR 1340 Access To District Records
- BP 3517 Facilities Inspection

- BP 5030 Student Wellness
- AR 5141 Health Care Emergencies
- AR 5141.32 Parental Notifications
- BP 6300 Preschool/Early Childhood Education
-

A motion by Mrs. Eustice, seconded by McLeod, and passed to adopt the revised policies as presented.

8.2 (I/D) **FIRST READING OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 6) – Stewart** *(05-06 G & O Component I-V)*

•This is the first reading of the ordinance authorizing the tax levy on the newly annexed property. The Board may only read the title of the ordinance if they unanimously agree to do so.

This was information/discussion item only, no action was taken.

8.3 (D/A) **ADOPT RESOLUTION 05/06.21 DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON FEBRUARY 13, 2006, AND ORDERING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 – Stewart** *(05-06 G & O Component I-V)*

•The resolution provides the results of the special election for the purposes of annexing property into the Community Facilities District No.1. The results of the special election were 70-0 in favor of the annexation.

Mrs. Eustice made a motion, seconded by Mr. Mentze, and passed by unanimous roll call vote to approve resolution 05/06.21 for the purpose of annexing property into the Community Facilities District No.1.

8.4 (D/A) **ADOPT RESOLUTION 05/06.22 TO INCREASE SCHOOL FACILITY FEES – Stewart** *(05-06 G & O Component I-V)*

•This resolution, based on authorization by the State Allocation Board, and the completion of a developer fee justification report, allows the District to increase its Level I developer fees as follows:

	Current Fee Per Square Foot	Increased Fee Per Square Foot
Residential	$2.24	$2.63
Commercial	$0.36	$0.42

The increased fee goes into effect 60 days after the adoption date of this resolution.

Mr. Mentze made a motion, seconded by Mr. McLeod, and passed by unanimous roll call vote to adopt resolution 05/06.22 authorizing the district to increase its Level I developer fees as outlined.

8.5 (D/A) **ADOPT RESOLUTION 05/06.23 TO ESTABLISH SCHOOL FACILITY FEES IN ACCORDANCE WITH THE PROVISIONS OF SENATE BILL 90 – Stewart** *(05-06 G & O Component I-V)*

•Based on meeting certain criteria set forth in Senate Bill 90, the District is authorized to collect residential developer fees over-and-above the level I rate established by the State Allocation Board. The fee, based upon the criteria outlined in the School facilities needs analysis and justification study, known as level II fees, is $4.12 per square foot of residential development.

Mrs. Eustice made a motion, seconded by Mr. Mentze, and passed by unanimous roll call vote to approve resolution 05/06.23 establishing school facility fees in accordance with provisions of Senate Bill 90.

Mr. Mentze asked to be excused from the meeting at this time.

8.6 (I/A) **APPROVAL OF CONSOLIDATED APPLICATION PART II FOR 2005-06 – Leaman** *(05-06 G & O Component III-V)*

•The annual approval of the application for Federal and State categorical funds, commonly known as Consolidated Application part II, is requested at this time. Items of interest to the Board will be highlighted.

Mr. Leaman reviewed the consolidated application. He focused on the high quality teachers. Mrs. Eustice commented on the school safety and violence. Mr. Leaman also explained, the district doesn't know the budget amount until January, or how much money the district will receive. Some categorical funds can be carried over, and others need to be spent within the school year. After some discussion, Mrs. Eustice made a motion, seconded by Mr. McLeod, and passed by a unanimous 3-0 vote to approve the consolidate application.

8.7 (I/D/A) **DISTRICT MIDDLE SCHOOL BOUNDARIES – Stewart/Leaman** *(05-06 G & O Component IV-V)*

•Based on presentations at the last two school board meetings, the administration is recommending middle school Option B for the 2006-07 school year.

In addition to the establishment of the boundary, the following is recommended:

- Students will be requested to enroll at the middle school indicated by their residential boundary area.
- Intradistricts will be accepted for specialized district programs
- Intradistricts for other reasons will be considered based on BP/AR 5116.1

After some discussion a motion was made by Mr. McLeod, seconded by Mrs. Eustice, and passed by unanimous vote to approve the district Middle School boundaries along with the listed recommendations. Mr. Leaman reported the district will inform parents of the boundary changes.

8.8 (I/D/A) **TWELVE BRIDGES/LINCOLN CROSSING ELEMENTARY BOUNDARY – Leaman** *(05-06 G & O Component IV-V)*

•Twelve Bridges Elementary (TBE) is currently accepting students from Twelve Bridges and Lincoln Crossing. Based on projections, TBE was scheduled to absorb student growth in these two developments until Lincoln Crossing Elementary opened in 2007-08. TBE has experienced higher than expected enrollment and is currently at capacity with 625 students. Based on current enrollment, TBE will be unable to accommodate anticipated student growth from Twelve Bridges in Lincoln Crossing for the 2006-07 school year.

The administration is recommending the addition of temporary portables and increased efficiencies at TBE for one year to allow students in Twelve Bridges and their siblings to attend TBE. New Lincoln Crossing students would be primarily enrolled at Creekside Oaks for one year until the opening of Lincoln Crossing Elementary during the 2007-08 school year. Once Creekside Oaks is full, it may be necessary to enroll students on a space available basis throughout the district.

Mr. Leaman discussed a study on elementary boundaries, and school needs for Lincoln Crossing and Twelve Bridges area students. After some discussion a motion was made by Mr. McLeod, seconded by Mrs. Eustice, and passed by unanimous vote to approve the boundaries for Twelve Bridges Elementary School new students to be redirected to Creekside Oaks for one year.

After one year they will attend Lincoln Crossing which will be open in 2007. Also currently enrolled Lincoln Crossing students will stay at Twelve Bridges Elementary School along with incoming siblings. Included in this option we may need a couple of portables at Twelve Bridges Elementary for the duration of one year only.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT 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
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway
- Budget Suspensions for the 2004/05 School Year

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. McLeod – No report

Mrs. Eustice – Reported on the Newcastle boundary meeting she attended, she also let them know our board is willing to work with the Newcastle board, communication between both boards needs to be improved.

Mr. Sonnenburg – Reported on the development of the outdoor learning environment at Twelve Bridges. He talked about the history of the area, and about the foundation working with people from the community on the history. He also mentioned the process of selling a portion of the property to a developer.

Mr. Mentze – Left before meeting ended.

Mr. Long – Absent

10. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >March 7, 2006, 7:00 p.m., Lincoln High School Theater

11. ADJOURNMENT

With no further business, the meeting was adjourned at 8:25 P.M.

Dennis Sonnenburg, Board President

Melanie Eustice, Clerk

Roger R. Yohe, Superintendent

Rosemary Knutson, Secretary to Superintendent

Adopted:

Ayes:

Noes:

Absent:

Abstain:

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

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
February 7, 2006 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 "J" STREET, LINCOLN, CA

MINUTES

2005-2006 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

6:00 P.M. OPEN SESSION - Administrative Conference Room – D.O.

1. Call to Order
2. Announce Closed Session Items
3. Adjourn to Closed Session

6:05 P.M. CLOSED SESSION - Administrative Conference Room – D.O.

1. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 K

2. CONFERENCE WITH LABOR NEGOTIATOR
a. Update on certificated negotiations

3. PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT
a. Facilities Position

4. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION – Performing Arts Building - LHS

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Members Present
Dennis Sonnenburg, President
James McLeod, Vice President
Melanie Eustice, Clerk
Paul Long, Member

Members Absent
Earl Mentze, Member – Attended Closed Session

Others Present
Roger R. Yohe, Superintendent
Scott Leaman, Assistant Superintendent of Instructional Services
Jay M. Stewart, Assistant Superintendent of Business Services
Bob Noyes, Director of Human Services

4.1.10

Rosemary Knutson, Secretary to the Superintendent

Press - Richard Myers, Lincoln News Messenger
Student – Garrett Snyder, Lincoln High Student Advisor

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
a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #05/06 K

Mrs. Eustice made a motion, seconded by Mr. Mentze to uphold the recommendation for expulsion.

2.2 CONFERENCE WITH LABOR NEGOTIATOR
a. Update on certificated negotiations

An update was given on negotiations, no action taken.

2.3 PERSONNEL – PUBLIC EMPLOYEE APPOINTMENT
a. Facilities Position

Discussed facilities position

3. CONSENT AGENDA

3.1 Approval of Minutes
Regular Meetings of January 3rd, & January 17, 2006
3.2 Approval of Warrants
3.3 Ratification of Personnel Items

a. Classified:
Ratification of Classified Employment:
John Escalante – Campus/Cafeteria Supervisor – COE
Jennifer Powell – Campus/Cafeteria Supervisor – COE
Dennice Stearns – Instructional Aide – TBE

b. Ratification of Classified Transfer:
Stella Oliveira – from 8 hr. Custodian/Groundsman – COE/TBE to 8 hr. Custodian/Groundsman - FRE

c. Ratification of Classified Additional Hours:
Jeanette MacDonald – Special Educ. Instructional Aide (adding 1.6 hours to current 4 hour position) - LHS

d. Ratification of Classified Resignations:
Helen Johnson – Grant Funded Support Services Clerk – OSS

4.1.11

3.4 Approval of designated personnel for State Child Development Division Contracts.

Mr. Long made a motion, seconded by Mr. McLeod, and passed by unanimous roll call vote to approve consent agenda as listed.

4. COMMUNICATION FROM THE PUBLIC

Lanina Spencer – Handed out packets to all board members, wanting to express her concern about the class sizes. She asked the board to review at their own leisure. She also discussed research she obtained from the California State Board, and reviewed the 9 main points. She shared her concerns regarding the start of school year that most of the classes were over, 1, 2, and 3 students. She also indicated she wanted the board to know what the teachers concerns are.

Cheryl Morris – Shared some information on her years with the district to the board, and also quoted Roger in the Lincoln News Messenger. She also discussed pay raises.

Michael Boddie – Expressed his dissatisfaction with the replacement of the new multi-purpose room at Creekside Oaks, he feels the new Multi is unacceptable. He feels there is a problem with the haves and the have nots, he compared TBES and FRE to the older schools, and shared the feeling that students who fall behind seem to stay behind. He asked why GEMS will continue to stay open after TBMS is open. Roger suggested Mr. Boddie schedule a meeting to discuss his concerns and any misinformation he may have received.

Carolyn Nelson – Carolyn addressed the board, and expressed the district has its ups and downs, she talked about high cost increases, and the Superintendent's salary along with misc. allowances given to the superintendent.

Marty Dibble – Shared her feelings about being able to not be intimidated in addressing the board. She talked about all the things the teachers do for their students.

Jeff Duer – Talked about Roger promising raises to teachers, and Jay Stewart always calculating a 2% increase. He questioned why Jay does not budget COLA for the teachers. He feels teachers will only become a priority when the boards of trustees decide.

Dan Burbage-Macaluso – Talked about pay raises. He informed the board of the many hours worked above and beyond. He calculated with the increase offered it will come out to .32 cents more per hour. He shared he is a teacher who makes a difference.

Cheryl Dibachi – She introduced herself as a parent first time attending a board meeting. She moved to Lincoln 6 months ago, from the Bay Area. She shared that Western Placer has the capability to become a great school district. What she has seen has been disturbing, and embarrassing, that teachers can't get their cost of living. She questioned the understanding of why some get raises and some don't. She also asked that the district follow the rules of class sizes. She also gave credit to the school board, because of the amazing growth and how it works. She asked for some feed back on understanding schools for incoming students.

Julie Shackelford – As a Special Education teacher, and site representative, she read off a list of things that teachers do for their students and in the classroom.
Christina Conn – Shared her unique position as being a parent of special education students, and also was a teacher in the district. Feels the district should give teachers a raise and make them happier, start looking at the people that are successful around them and do what they do. How can a speech person do any good with such heavy case loads. She feels the district hires the newer teachers so it cost the district less, whereas a teacher who has 10 years of experience would cost the district more.
Dennis Sonnenburg - Thanked everyone for their comments and feels there is some misunderstanding and misinformation. He shared his concern about the budget and cutting programs to continue trying to stay out of a qualified budget.
James McLeod – Shared the fact of it being our 3rd year coming out of the qualified budget and things will be better.

5. REPORTS & COMMUNICATION

5.1 **Lincoln High School, Student Advisory** – Garrett Snyder

5.2 **Western Placer Teacher's Association** – Mike Agrippino – Read the following, "The teachers that have spoken this evening have powerfully shared their frustrations and their disappointment with you. I am moved by their passion and their words. The Western Placer Teachers Association has been factual and cooperative while bargaining the last year and a half. For example, when the Western Placer Unified School District asked the Association to work on a salary formula, we agreed. When the District asked the Association to delay bargaining until the state budget had been finalized, we agreed. When the District asked the Association to put together a salary proposal that would meet our goal of being third with comparison districts, we agreed.

How did the District respond to our sincere efforts to bargain? After a year of waiting, the District gave the Association a salary proposal of 0%. After waiting for the state budget to pass, the District "didn't realize" that bargaining dates had not been set and finally started bargaining in October. The District responded to our salary proposal that they asked for by publicly call it "regressive". In short, the District reverted back to its old ways of stalling and delaying. The district has decided to sacrifice truth and fairness for the sake of image.

Beyond salary, the Association has looked for ways to help teacher's better assist and educate their students. However, the District has sought ways to reduce preparation time, reassign teachers with little notice, increase class size, and discourage teachers from starting families. The parents here this evening might be interested to know that the District is going to arbitration with the Association to win the right to overload classes for the first three weeks of the school year and then move your students to other classes or move your child's teacher to a new class.

4.1.13

So Mr. Sonnenburg, for the second time in three years we are at impasse. The last year and a half represents a failure in leadership. The current administration has failed. They don't realize if you value students, then you will value teachers. Ways have been found to enhance administrative benefits, i.e. the superintendent's salary going from about $87,000.00 in 1998-99 to over $150,000 today, but somehow ways have not been found to make teachers in this district a priority.

Actually, this failure is the Board's failure. Ultimately, YOU are responsible for what happens in this district. So tonight, I respectfully request that this Board start doing its part to bring about a fair and equitable settlement. If you value students, you will value teachers."

5.3 **Western Placer Classified Employee Association** – Joe Ross – Not present

5.4 **Superintendent** – Roger Yohe – Shared an issue that is currently involving Western Placer Unified School District. Newcastle is looking to extend the boundaries, which will take over 3,388 acres of Western Placer. The county has a panel who will review these issues, there will be a meeting held in Newcastle, February 15, 2006 at 7:00 p.m. at the Newcastle School Gym. There will be no action taken at this meeting, this is only for dialog.

5.5 Assistant Superintendent(s)

5.5.1 Jay M. Stewart – No report
- a. Budget Update:
- b. Facilities Update:

5.5.2 Scott Leaman
- a. Program Focus Area: *California High School Exit Exam* – Mr. Leaman reviewed a letter received from State Superintendent, Jack O'Connell in reference to the High School Exit Exam and the trouble some students have not passing the state exam.

5.5.3 Bob Noyes, Personnel Director – No report

6. ♦ACTION ♦DISCUSSION ♦INFORMATION
CODE: (A) = Action (D) = Discussion (I) = Information

6.1 (I/D) WESTERN PLACER UNIFIED SCHOOL DISTRICT ACTUARIAL STUDY OF RETIREE HEALTH LIABILITIES – Stewart *(05-06 G & O Component IV-V)*

•The attached retiree health benefits actuarial study is formatted to comply with the requirement of Government Accounting Standards Board (GASB) Accounting Standards 12, 43, and most importantly, 45. GASB Statement number 45 requires:

1. Actuarial studies to measure the amount of the post employment benefit liability.

4.1.14

2. Accounting for the post employment benefit liability.
3. Disclosure in the annual audit report on the liability, the funding progress, and the funded status.
4. The statement does not require funding the post employment benefit liability or address funding methodologies.

Mr. Stewart reviewed the new Government Accounting Standards Board. The district only has 10 employees who have lifetime insurance, we need to show cost for current employees. We will not be required to use the new system until 2008 and 2009. We are not under any obligation to do anything at this time, currently we pay as you go. Mr. Stewart will attend a workshop to look at ways that we can use different options and bring this back to the board. Every district is the State of California will be doing the same thing.

Mr. McLeod presented some concerns that should be reviewed.

6.2 (D/A) **APPROVE RESOLUTION 05/06.17 AUTHORIZING THE FY 2006-07 WESTERN PLACER UNIFIED SCHOOL DISTRICT'S COMMUNITY FACILITY DISTRICT (CFD) NO. 1 SPECIAL TAX RATE – Stewart** *(05-06 G & O Component IV-V)*

•The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City council evidenced by a resolution. The determination shall be made based upon the Engineering news Record's Construction Cost Index as of December 1 prior to the classification date. The escalation factor for FY 2006-07 is calculated at 4.3%. The escalation factor increased the CFD's amount for new residential development from $5.03 per square foot of living space per single family home to $5.25 per square foot.

After a brief discussion Mr. McLeod, made a motion, seconded by Mrs. Eustice, and passed by a unanimous roll call vote to approve resolution 05/06.17 authorizing the No. 1 special tax rate.

6.3 (D/A) **APPROVE RESOLUTION 05/06.18 AUTHORIZING THE FY 2006-07 WESTERN PLACER UNIFIED SCHOOL DISTRICT'S COMMUNITY FACILITY DISTRICT (CFD)**

NO. 2 SPECIAL TAX RATE – Stewart *(05-06 G & O Component IV-V)*

•The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City council evidenced by a resolution. The determination shall be made based upon the Engineering news Record's Construction Cost Index as of December 1 prior to the classification date. The escalation factor for FY 2006-07 is calculated at 4.3%. The escalation factor increased the CFD's amount for new residential development from $0.3322 per square foot of living space per single family home to $0.3465 per square foot.

Mr. McLeod made a motion, seconded by Mrs. Eustice, and passed by a unanimous roll call vote to approve resolution 05/06.18 authorizing the No. 2 special tax rate.

6.5 (I/D) DISTRICT MIDDLE SCHOOL BOUNDARIES – Leaman/ Stewart *(05-06 G & O Component IV-V)*

•Based on discussion at the last board meeting, two researched options will be discussed with the board including approximate student yields.

There was a lengthy discussion on middle school boundaries. Mr. Leaman presented a power point presentation showing the different options. Option B: would include areas 1 to attend Glen Edwards Middle School, and areas 2, 3, and 4 would attend Twelve Bridges Middle School. Option E: which would include areas 1 and 3 to attend Glen Edwards Middle School, and 2 and 4 would attend Twelve Bridges Middle School. The district will recommend exceptions for intradistrict transfers, siblings, or any special program that is not being offered at the neighboring school. There was a discussion on how schools will be staffed, and how the district will accommodate the growth. Mr. Leaman talked about having parent nights for any questions. The task for tonight's meeting was to bring back and review options B and E. There was a question on what would happen to Glen Edwards Middle School students when Lincoln Crossing Middle school opens, in 2009? The response was at that the district would look into when that happens, and the master plan will show possibilities. There has been some discussion of make Glen Edwards Middle School an elementary school. Mr. Stewart is going to do an update on the master plan with Dr. Fiest at the March 7th board meeting. It is hard to determine how many students will enroll at the start of

4.1.16

school. This was information and discussion item only, no action was taken.

6.6 (I/D) **TWELVE BRIDGES/LINCOLN CROSSING ELEMENTARY BOUNDARY – Leaman** *(05-06 G & O Component IV-V)*

•Twelve Bridges Elementary (TBE) is currently accepting students from Twelve Bridges and Lincoln Crossing. Based on projections, TBE was scheduled to absorb student growth in these two developments until Lincoln Crossing Elementary opens in 2007-08. TBE has experienced higher than expected enrollment and is currently at capacity with 625 students. Based on current enrollment, TBE will be unable to accommodate anticipated student growth from Twelve Bridges and Lincoln Crossing for the 2006-07 school years.

The administration is recommending the addition of temporary portables and increased efficiencies at TBE for one year to allow students in Twelve Bridges to accommodate students moving into the development. New Lincoln Crossing students would be enrolled at Creekside Oaks or First Street for one year until the opening of Lincoln Crossing Elementary during the 2007-08 school years.

Mr. Leaman reviewed recommendation on what the district would do with any students still moving into Twelve Bridges Elementary area, there is the possibility of putting portables at TBE for one year, until Lincoln Crossing Elementary is being built. Ground breaking for Lincoln Crossing Elementary is scheduled for this summer. These recommendations will be brought to the board for approval. There was some discussion about class size. The state allows a soft cap, which is 1 through 3rd, 20.4 through the year. The district is tracking student numbers very closely, class size was developed in 1998 in our district, and Kindergarten is monitored as close as we can.

Mr. McLeod talked about considering on putting 5th graders at Twelve Bridges Middle School. This is something that can be brought back. Mr. Stewart shared that Lincoln Crossing CFD2 has the highest Mello-Roos, Centex Homes is one developer paying off the Mello-Roos up front. There was a recommendation that future school sites post opening dates on their signs. He also shared that both he and Dr. Fiest will present the master plan for the district at the March 7th Board of Trustee meeting. There was much discussion regarding upgrades on the facilities at GEMS, this was a big issue with some parents. Mr. Stewart hopes to do some

improvements to the GEMS during the next summer. Mr. Leaman reported that parents will be notified by mail about where their students will be required to attend. Action will be taken at the next board meeting regarding the boundaries. Mr. Leaman also reported that Kindergarten registration will be scheduled for May 10th. Mr. Sonnenburg opened it up to the audience for discussion on site boundaries. No action was taken at this time.

6.7 (D/A) **APPROVE RESOLUTION 05/06.19 TO SUBMIT A GRANT DEED TRANSFERRING OWNERSHIP OF THE OFFICE BUILDING LOCATED AT THE NORTHWEST CORNER OF 6TH STREET AND F STREET FROM THE WESTERN PLACER UNIFIED SCHOOL DISTRICT TO THE CITY OF LINCOLN – Stewart** *(05-06 G & O Component IV-V)*

•The attached resolution authorizes the Western Placer Unified School District to transfer the title of the office building located at the northwest corner of 6th Street and F Street to the City of Lincoln.

A motion was made by Mrs. Eustice, seconded by Mr. Long, and passed by a unanimous roll call vote to approve resolution 05.06.19 to submit a grant deed transferring ownership of the 6th & F street building to the City of Lincoln.

ADJOURN TO WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION BOARD OF DIRECTOR'S MEETING

(D/A) **APPROVE RESOLUTION 05/06.01 TO SUBMIT A GRANT DEED TRANSFERRING OWNERSHIP OF THE COMMUNITY CENTER AND THE 5.233 ACRE PARCEL FROM THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION TO THE CITY OF LINCOLN – Stewart** *(05-06 G & O Component V)*

•The attached resolution authorizes the Western Placer Unified School District Financing Corporation to transfer the title of the Community Center and the 5.233 acre parcel to the City of Lincoln.

A motion by Mr. McLeod, seconded by Mr. Long, and passed by unanimous roll call vote to submit a grant deed transferring ownership of the community center, and the 5.233 acre parcel from the Western Placer Unified Financing Corporation to the city of Lincoln

ADJOURN TO REGULAR MEETING OF BOARD OF TRUSTEES

4.1.18

7. BOARD OF TRUSTEES

7.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT 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
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway
- Budget Suspensions for the 2004/05 School Year

7.3 BOARD MEMBER REPORTS/COMMENTS

Mr. McLeod – Appreciated the feedback on suggestion of moving the 5th grade classes to Twelve Bridges Middle School, and enjoyed seeing all the people at the meeting.

Mr. Long – Expressed his appreciation of all the teachers and that they are being heard, and the board does understand. He also talked about attending a Farm Foundation meeting and the great things the foundation has planned for the farm.

Mrs. Eustice – Reported on the new program the district has implemented for our lunch program. It's called "EZschool.com", which allows parents to access their Childs lunch account from home. She attended a CNPAAC meeting and shared some changes that will be taking place at our middle school. She also attended the Academic Decathlon awards night. Lincoln High students lost their title, but did a great job. Melanie expressed how very proud we are of our high school students.

Mr. Sonnenburg – Reported that he has communicated with residents from Sun City who have been working with our high school students to pass the exit exam. He also expressed on behalf of the board, it may seem the board is uncaring and cold, but they are not, they do feel you deserve it, but also it is the board responsibility to follow the budget.

Mr. Mentze – Left before closing of meeting

8. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >February 21, 2006, 7:00 p.m., Creekside Oaks School

9. ADJOURNMENT

With no further business, the meeting was adjourned at 9:55 P.M.

4.1.19

Dennis Sonnenburg, Board President

Melanie Eustice, Clerk

Roger R. Yohe, Superintendent

Rosemary Knutson, Secretary to Superintendent

Adopted:

Ayes:

Noes:

Absent:

Abstain:

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

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4.1.20

MISSION STATEMENT Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Jay Stewart, Assistant
Supt. of Business Services

ENCLOSURES:
Warrants may be found at
www.wpusd.k12.ca.us

MEETING DATE:
March 7, 2006

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the February 7, 2006 board meeting.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the warrants as submitted.

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WARRANT REGISTER FOR WARRANTS DATED 02/24/2006
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80055286	005738	BORDER'S GROUP INC	22	00	23.12	80055287	006916	BURGER PHYSICAL THERAPY &	22	00	270.00
80055288	007173	CAL-AIR INC	22	00	539.21	80055289	009440	CDW GOVERNMENT INC	22	00	283.18
80055290	007720	CITY OF LINCOLN	22	00	7,079.87	80055291	003609	DISCOUNT SCHOOL SUPPLY	22	00	170.26
80055292	008033	DUERR EVALUATION RESOURCE	22	00	359.97	80055293	000391	FEDEX	22	00	19.21
80055294	008281	HILLYARD	22	00	477.54	80055295	009669	J & A HANDY-CRAFTS INC.	22	00	31.43
80055296	011775	KRISTEN JOHNSON	22	00	624.43	80055297	026460	PACIFIC GAS & ELECTRIC CO	22	00	971.11
80055298	006887	PURCHASE POWER	22	00	3,492.96	80055299	011517	AMY RIGA	22	00	40.19
80055300	010252	JOE ROSS	22	00	14.40	80055301	026400	SBC	22	00	169.20
80055302	011909	SCHOOL WISE PRESS	22	00	3,466.65	80055303	010443	SIERRA PEDIATRIC THERAPY	22	00	920.00
80055304	010550	SIERRA SPRING WATER CO.	22	00	14.96	80055305	010816	STARSTREAM COMMUNICATIONS	22	00	2,161.95
80055306	011624	U.S. BANK BUSINESS EQUIPM	22	00	554.34	80055307	002732	PEGGY VAN LENGEN	22	00	13.35
80055308	002669	VERIZON WIRELESS	22	00	1,103.40	80055309	038620	W.W. GRAINGER INC.	22	00	570.78
80055310	010270	MICHELE G WINNER	22	00	860.00	80055311	011416	YOUTH FOR CHANGE	22	00	1,740.00
80055312	007155	ATV VIDEO INC	22	00	687.50	80055313	007914	BLACKBURN CONSULTING	22	00	12,616.00
80055314	002863	DELTA WIRELESS	22	00	7,405.61	80055315	000391	FEDEX	22	00	86.83
80055316	011138	SCHOOL CONSTRUCTION COMPL	22	00	10,635.46	80055317	002669	VERIZON WIRELESS	22	00	42.57
80055318	005677	WSP WESTERN SINGLE PLY IN	22	00	2,120.00	80055319	011742	FOCAL POINT RESOURCES INC	22	00	12,500.00
80055320	001778	THE DANIELSEN COMPANY	22	00	722.19	80055321	000113	GLEN EDWARDS MIDDLE SCHOO	22	00	267.00
80055322	000686	INTERSTATE BRANDS CORP	22	00	221.77	80055323	009147	NOR-CAL PRODUCE INC	22	00	137.90
80055324	011033	PAPPA JOHN'S PIZZA	22	00	728.50	80055325	008021	SUPERIOR SCHOOL SUPPLIES	22	00	507.19
80055326	010084	SYSCO SACRAMENTO	22	00	1,816.11	80055327	007930	BULB DIRECT	22	00	131.45
80055328	007493	CA ASSOCIATION FFA	22	00	2,241.50	80055329	000161	CAROLINA BIOLOGICAL SUPPL	22	00	29.97
80055330	000050	CURRICULUM ASSOCIATES INC	22	00	2,611.45	80055331	009919	DELL	22	00	91.18
80055332	011910	DRY CREEK	22	00	150.00	80055333	007840	G.W. SCHOOL SUPPLY	22	00	102.68
80055334	003420	GLOBE FEARON	22	00	1,814.65	80055335	007546	GOLD 'N SATIN RIBBONS	22	00	48.00
80055336	011175	BARRET HESS	22	00	73.83	80055337	022460	HOUGHTON MIFFLIN COMPANY	22	00	456.84
80055338	007092	THE J.M. STEWART CORPORAT	22	00	90.44	80055339	000389	LAKESHORE LEARNING MATERI	22	00	298.03
80055340	000156	LIBRARY VIDEO COMPANY	22	00	71.19	80055341	011899	MARENEM INC	22	00	88.80
80055342	002619	THE MASTER TEACHER	22	00	91.65	80055343	001762	MCGRAW-HILL	22	00	1,451.32
80055344	002256	MEISSNER SEWING MACHINE C	22	00	255.00	80055345	024240	NASCO MODESTO	22	00	88.49
80055346	004683	OFFICE DEPOT	22	00	1,662.13	80055347	005685	PITNEY BOWES INC	22	00	63.55
80055348	028610	POSTMASTER	22	00	49.00	80055349	000303	RADIO SHACK	22	00	95.62
80055350	029400	RAINBOW MARKET	22	00	164.90	80055351	005757	REALLY GOOD STUFF	22	00	65.80
80055352	009649	RENAISSANCE LEARNING INC	22	00	1,085.57	80055353	002613	SACRAMENTO MACHINERY COMP	22	00	88.92
80055354	002891	SIERRA OFFICE SUPPLIES &	22	00	693.31	80055355	002289	TEACHER CREATED MATERIALS	22	00	35.57
80055356	011785	CONNIE CONTRERAS	22	00	37.87	80055357	011513	LIZ TOFFT	22	00	75.06

TOTAL AMOUNT OF ALL WARRANTS $90,769.91***

4.2.1

WARRANT REGISTER FOR WARRANTS DATED 02/17/2006

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80053043	011745	AOTA'S - AMERICAN OCCUPAT	22	00	225.00	80053044	011051	CAPITAL ONE F.S.B.	22	00	559.85
80053045	000413	CONSTRUCTIVE PLAYTHINGS	22	00	592.89	80053046	009919	DELL	22	00	163.13
80053047	004530	EMPLOYMENT DEVELOPMENT DE	22	00	2,034.59	80053048	036880	G&S HARDWARE PURCHASING	22	00	549.01
80053049	016160	HARCOURT INC	22	00	33.62	80053050	004997	VIRGINIA HENDERSON	22	00	545.00
80053051	008281	HILLYARD	22	00	322.50	80053052	000396	HOUGHTON MIFFLIN COMPANY	22	00	583.71
80053053	000175	J & J SCREEN & GLASS	22	00	60.55	80053054	005493	LINCOLN NEWS MESSENGER	22	00	52.00
80053055	011258	MARKETWARE TECHNOLOGIES	22	00	573.80	80053056	008189	MBNA AMERICA BUSINESS CAR	22	00	157.65
80053057	008595	MBNA AMERICA BUSINESS CAR	22	00	76.15	80053058	008599	MBNA AMERICAN BUSINESS CA	22	00	66.19
80053059	001762	MCGRAW-HILL	22	00	333.41	80053060	011875	DeBora MILLER	22	00	55.18
80053061	026460	PACIFIC GAS & ELECTRIC CO	22	00	37,955.91	80053062	004100	PJ'S MAIL & PARCEL SERVIC	22	00	10.94
80053063	010705	POSTMASTER	22	00	39.00	80053064	029400	RAINBOW MARKET	22	00	20.32
80053065	009367	SAMMONS PRESTON	22	00	1,433.24	80053066	026400	SBC	22	00	2,529.91
80053067	032640	SCHOOL SERVICES OF CA INC	22	00	58.57	80053068	002891	SIERRA OFFICE SUPPLIES &	22	00	283.35
80053069	005250	SPECIALTY TECHNICAL PUBLI	22	00	485.00	80053070	011122	THE SPEECH PATHOLOGY GROU	22	00	3,103.75
80053071	007212	STAPLES CREDIT PLAN	22	00	249.67	80053072	001151	STATE OF CALIFORNIA	22	00	514.00
80053073	010849	THOMSON WEST	22	00	47.19	80053074	002732	PEGGY VAN LENGEN	22	00	13.35
80053075	026400	SBC	22	00	24.02	80053076	006761	COMMERCIAL APPLIANCE	22	00	1,888.90
80053077	036880	G&S HARDWARE PURCHASING	22	00	63.19	80053078	026400	SBC	22	00	53.77
80053079	007914	BLACKBURN CONSULTING	22	00	16,042.32	80053080	036880	G&S HARDWARE PURCHASING	22	00	219.79
80053081	011813	HOWARD CONSTRUCTION	22	00	1,825.00	80053082	008599	MBNA AMERICAN BUSINESS CA	22	00	120.99
80053083	011908	MURALS & MORE	22	00	350.00	80053084	011018	NTD / EDGE DESIGN BUILDER	22	00	129,541.01
80053085	005792	NTD/STICHLER	22	00	455,692.56	80053086	002891	SIERRA OFFICE SUPPLIES &	22	00	184.74
80053087	001999	WENSTROM CONSTRUCTION	22	00	2,000.00	80053088	007360	20TH CENTURY FOOD PRODUCT	22	00	393.75
80053089	011344	BOYD COFFEE COMPANY	22	00	503.73	80053090	008137	CAL-NEVA SLUSH COMPANY	22	00	297.00
80053091	009360	VOIDED	22	00		80053092	009360	CRYSTAL CREAM & BUTTER CO	22	00	8,930.07
80053093	001778	THE DANIELSEN COMPANY	22	00	2,037.12	80053094	011727	ED JONES FOOD SERVICE	22	00	2,419.88
80053095	000686	INTERSTATE BRANDS CORP	22	00	558.21	80053096	009147	NOR-CAL PRODUCE INC	22	00	688.86
80053097	011033	PAPPA JOHN'S PIZZA	22	00	985.00	80053098	029400	RAINBOW MARKET	22	00	11.46
80053099	007758	SACRAMENTO RENDERING CO.	22	00	27.00	80053100	004440	SAM'S CLUB DIRECT	22	00	174.10
80053101	011585	STAFFORD MEAT COMPANY	22	00	264.00	80053102	010084	SYSCO SACRAMENTO	22	00	600.16
80053103	011907	TENIESHA BONIVITA	22	00	500.00	80053104	001443	BALLARD & TIGHE PUBLISHER	22	00	1,218.65
80053105	000185	BARNES & NOBLE BOOKSTORES	22	00	80.00	80053106	006545	BORENSON AND ASSOCIATES	22	00	300.00
80053107	011904	RON BUDA	22	00	59.35	80053108	002878	BUREAU OF EDUCATION & RES	22	00	1,253.00
80053109	011776	BURKETT'S OFFICE	22	00	626.05	80053110	004887	CA PRINCETON FULFILLMENT	22	00	32.08
80053111	000972	CALLOWAY HOUSE INC	22	00	116.65	80053112	006060	CALTRONICS BUSINESS SYSTE	22	00	66.41
80053113	010175	CDE	22	00	34.37	80053114	004023	CLASSROOM DIRECT.COM	22	00	494.79
80053115	011269	CLASSROOM SUPPLY MART	22	00	870.69	80053116	010238	CLMS/CLHS	22	00	1,434.00
80053117	007262	DEMCO MEDIA	22	00	11.79	80053118	006913	DISCOVERY MUSEUM	22	00	480.00
80053119	010584	CHERYL DYOK	22	00	119.00	80053120	005566	EDUCATORS OUTLET INC	22	00	54.18
80053121	013040	FOLLETT LIBRARY RESOURCES	22	00	982.69	80053122	003119	GLEN EDWARDS MIDDLE SCHOO	22	00	41.36
80053123	011906	TRACY GRUBER	22	00	70.51	80053124	016160	HARCOURT INC	22	00	30.22
80053125	011869	HOP LLC	22	00	31.35	80053126	003098	JAY KLEIN PRODUCTIONS INC	22	00	55.95
80053127	000389	LAKESHORE LEARNING MATERI	22	00	316.66	80053128	011894	LOS ANGELES COUNTY OFFICE	22	00	97.43
80053129	002917	MCGRAW-HILL	22	00	1,194.46	80053130	024240	NASCO MODESTO	22	00	1,041.64
80053131	001064	NATIONAL SCHOOL PRODUCTS	22	00	50.96	80053132	004683	OFFICE DEPOT	22	00	1,097.06
80053136	008798	ORBIS SOFTWARE INC	22	00	81.00	80053137	000068	ORIENTAL TRADING COMPANY	22	00	194.30
80053138	011902	PHOTOS-2-SHOW	22	00	308.00	80053139	028020	PLACER COUNTY OFFICE OF E	22	00	102.10

WARRANT REGISTER FOR WARRANTS DATED 02/17/2006
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80053140	029100	QUILL CORPORATION	22	00	74.37	80053141	029400	RAINBOW MARKET	22	00	116.75
80053142	008381	RAY MORGAN COMPANY INC	22	00	48.26	80053143	005757	REALLY GOOD STUFF	22	00	46.89
80053144	009649	RENAISSANCE LEARNING INC	22	00	99.37	80053145	006862	MARY LOU RESENDES	22	00	15.13
80053146	004440	SAM'S CLUB DIRECT	22	00	51.95	80053147	011887	SCHAUMBURG PARK DISTRICT	22	00	149.00
80053148	000122	SCHOOL SPECIALTY INC	22	00	131.41	80053149	011831	SHI - SOFTWARE INTERNATIO	22	00	225.23
80053150	006185	SIERRA HAY & FEED	22	00	42.49	80053151	002891	SIERRA OFFICE SUPPLIES &	22	00	1,944.09
80053152	002977	SIMPLEX TIME RECORDER CO	22	00	88.50	80053153	006028	SMILE MAKERS	22	00	268.46
80053154	007212	STAPLES CREDIT PLAN	22	00	585.94	80053155	010819	TALK LIGHT	22	00	150.00
80053156	002289	TEACHER CREATED MATERIALS	22	00	148.87	80053157	011903	THE JOSEPHSON INSTITUTE O	22	00	100.00
80053158	011820	WESTERN BLUE CORP.	22	00	408.63	80053159	039880	WISHING WELL ENTERPRISES	22	00	23.24
80053160	010155	FLORE REBECCA ACOSTA	22	00	465.67	80053161	011905	MELISSA GARNER	22	00	82.21

TOTAL AMOUNT OF ALL WARRANTS $698,338.22***

4.3.3

WARRANT REGISTER FOR WARRANTS DATED 02/09/2006

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80051293	005865	A-Z BUS SALES INC	22	00	83.79	80051294	000059	ADVANCED INTEGRATED PEST	22	00	1,200.00
80051295	004071	AIRGAS	22	00	32.53	80051296	010593	ANAHEIM MARRIOTT HOTEL	22	00	338.24
80051297	005845	AUBURN PLACER DISPOSAL SE	22	00	5,443.05	80051298	011763	AUBURN PLACER DISPOSAL SE	22	00	420.00
80051299	003521	BOYLE FUTURE TECHNOLOGY	22	00	169.20	80051300	007209	BUDGET BLINDS	22	00	403.00
80051301	006060	CALTRONICS BUSINESS SYSTE	22	00	99.30	80051302	006200	CAPITOL CLUTCH AND BRAKE	22	00	888.19
80051303	009440	CDW GOVERNMENT INC	22	00	31.70	80051304	007984	CHEVRON	22	00	88.64
80051305	011769	BRANDI CLOVIS	22	00	110.36	80051306	005298	CYBERGUYS!	22	00	195.37
80051307	011714	DELL FINANCIAL SERVICES	22	00	3,789.58	80051308	010068	GETTA DOLINSEK	22	00	10.71
80051309	008852	ELK GROVE WORKABILITY	22	00	200.00	80051310	011465	FILTERFRESH	22	00	135.00
80051311	002027	VINSON & TRUJILLO GIRARD	22	00	3,363.00	80051312	015040	GOLD RUSH AUTO PARTS	22	00	1,271.20
80051313	016160	HARCOURT INC	22	00	862.02	80051314	016300	HARRIS INDUSTRIAL GASES	22	00	54.14
80051315	000175	J & J SCREEN & GLASS	22	00	150.00	80051316	011775	KRISTEN JOHNSON	22	00	23.14
80051317	009007	KIM KELLAR	22	00	150.00	80051318	010984	LEADER SERVICES	22	00	53.31
80051319	003183	SCOTT LEAMAN	22	00	873.41	80051320	008668	LINDA SAW & MOWER SHOP	22	00	76.49
80051321	010454	LOWE'S	22	00	94.30	80051322	011258	MARKETWARE TECHNOLOGIES	22	00	1,216.22
80051323	023380	VOIDED	22	00		80051324	023380	MISSION UNIFORM SERVICE I	22	00	2,084.73
80051325	008851	NAPA VALLEY MARRIOTT	22	00	244.16	80051326	026460	PACIFIC GAS & ELECTRIC CO	22	00	10,009.92
80051327	009270	PLACER NEVADA SELPA	22	00	135.00	80051328	011517	AMY RIGA	22	00	24.64
80051329	010509	SACRAMENTO AUTOGLASS	22	00	328.97	80051330	026400	SBC	22	00	227.94
80051331	002891	SIERRA OFFICE SUPPLIES &	22	00	128.69	80051332	001786	SPURR	22	00	8,840.65
80051333	010816	STARSTREAM COMMUNICATIONS	22	00	55.95	80051334	002669	VERIZON WIRELESS	22	00	1,172.01
80051335	038620	W.W. GRAINGER INC.	22	00	485.53	80051336	011892	WORKABILITY TRANSITION	22	00	350.00
80051337	006591	CHUCK YOUTSEY	22	00	153.97	80051338	040640	ZEP MANUFACTURING COMPANY	22	00	319.71
80051339	005801	APPROVED SAFE & LOCK	22	00	188.42	80051340	011510	CAPITAL SHEET METAL	22	00	1,291.00
80051341	012610	FAR WEST RENTS & READY MI	22	00	74.00	80051342	006464	HOMEWOOD LUMBER	22	00	1,249.95
80051343	000396	HOUGHTON MIFFLIN COMPANY	22	00	371.88	80051344	011406	WALTER MAY	22	00	3,840.00
80051345	011293	PLACER COUNTY HEALTH DEPT	22	00	1,291.00	80051346	003211	SHELDON LAND SURVEYING	22	00	1,677.50
80051347	000636	SIERRA SAFETY COMPANY INC	22	00	38.61	80051348	038620	W.W. GRAINGER INC.	22	00	1,035.09
80051349	010712	NORTHERN CALIF. CONSTRUCT	22	00	17,735.00	80051350	008143	JULIA BOLTON	22	00	13.26
80051351	000765	RUBEN AYALA	22	00	224.35	80051352	003580	DAN BAUGHMAN	22	00	15.89
80051353	002878	BUREAU OF EDUCATION & RES	22	00	179.00	80051354	000972	CALLOWAY HOUSE INC	22	00	23.90
80051355	004706	CELEBRATIONS	22	00	525.00	80051356	009919	DELL	22	00	6,794.98
80051357	001769	EDUCATORS PUBLISHING SVC	22	00	79.10	80051358	012610	FAR WEST RENTS & READY MI	22	00	429.50
80051359	007080	GENERAL BINDING CORPORATI	22	00	578.00	80051360	003119	GLEN EDWARDS MIDDLE SCHOO	22	00	325.44
80051361	003420	GLOBE FEARON	22	00	1,479.33	80051362	016300	HARRIS INDUSTRIAL GASES	22	00	1,569.75
80051363	004281	IDEA ART	22	00	47.80	80051364	005736	INK LYNX INC	22	00	628.18
80051365	006846	JANE SCHAFFER PUBLICATION	22	00	590.00	80051366	011282	JANENE MALATESTA	22	00	6.12
80051367	010590	MONICA MARS	22	00	14.87	80051368	011304	CHRIS MCKAY	22	00	12.41
80051369	009473	BARBARA MUSKAT	22	00	32.23	80051370	024240	NASCO MODESTO	22	00	224.31
80051371	007449	NEST ENTERTAINMENT	22	00	262.28	80051372	004683	OFFICE DEPOT	22	00	232.08
80051373	026820	PATTERSON SAND & GRAVEL	22	00	3,705.26	80051374	007787	PITNEY BOWES CREDIT CORP	22	00	105.60
80051375	029400	RAINBOW MARKET	22	00	156.72	80051376	002618	RISO PRODUCTS OF SAC INC	22	00	753.38
80051377	010717	SAFEWAY INC	22	00	95.55	80051378	000128	SCHOLASTIC INC	22	00	162.20
80051379	001097	SCHOOL HOUSE GLOBAL	22	00	29.95	80051380	000122	SCHOOL SPECIALTY INC	22	00	33.25
80051381	011893	SCOE	22	00	75.00	80051382	011408	HOLLY SHIMA	22	00	11.47
80051383	002891	SIERRA OFFICE SUPPLIES &	22	00	303.91	80051384	011897	CYNTHIA SNODGRASS	22	00	177.49
80051385	001904	SUPER DUPER SCHOOL COMPAN	22	00	31.45	80051386	006976	JOHN WYATT	22	00	395.76

WARRANT REGISTER FOR WARRANTS DATED 02/09/2006
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80051387	001778	THE DANIELSEN COMPANY	22	00	5,360.56	80051388	011727	ED JONES FOOD SERVICE	22	00	5,531.21
80051389	000686	INTERSTATE BRANDS CORP	22	00	765.95	80051390	006580	JERICO INC	22	00	125.00
80051391	023380	MISSION UNIFORM SERVICE I	22	00	325.35	80051392	009147	NOR-CAL PRODUCE INC	22	00	896.51
80051393	011033	PAPPA JOHN'S PIZZA	22	00	1,006.00	80051394	029400	RAINBOW MARKET	22	00	11.56
80051395	010084	SYSCO SACRAMENTO	22	00	4,382.34	80051396	011898	JESSYCA FINDLEY	22	00	125.00

TOTAL AMOUNT OF ALL WARRANTS $114,034.46***

WARRANT REGISTER FOR WARRANTS DATED 02/02/2006

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80049628	008657	ARCH WIRELESS	22	00	49.37	80049629	006916	BURGER PHYSICAL THERAPY &	22	00	270.00
80049630	009440	CDW GOVERNMENT INC	22	00	117.42	80049631	008524	CITICORP VENDOR FINANCE I	22	00	713.58
80049632	000050	CURRICULUM ASSOCIATES INC	22	00	356.39	80049633	003609	DISCOUNT SCHOOL SUPPLY	22	00	120.71
80049634	011874	DALE EBERT	22	00	27.59	80049635	011891	FAME - FINE ARTS	22	00	877.95
80049636	011837	MELISSA FINLEY	22	00	1,046.98	80049637	011780	EMILY GROMIS	22	00	110.36
80049638	001077	DALE HANNUM	22	00	68.08	80049639	016160	HARCOURT INC	22	00	9,833.19
80049640	008281	HILLYARD	22	00	553.46	80049641	000396	HOUGHTON MIFFLIN COMPANY	22	00	2,334.36
80049642	000175	J & J SCREEN & GLASS	22	00	240.24	80049643	011772	LYNN LIDSTONE	22	00	110.36
80049644	011773	JAMES MEYER	22	00	110.36	80049645	011875	DeMILLER MILLER	22	00	55.18
80049646	020840	MOUNTAIN CLEAR WATER COMP	22	00	115.25	80049647	011770	BRANDY NOVAK	22	00	110.36
80049648	011884	STELLA OLIVEIRA	22	00	20.02	80049649	028020	PLACER COUNTY OFFICE OF E	22	00	30.00
80049650	029400	RAINBOW MARKET	22	00	50.00	80049651	011873	EUGENIA RAKESTRAW	22	00	55.18
80049652	008069	RAY MORGAN COMPANY INC	22	00	6,233.00	80049653	008381	RAY MORGAN COMPANY INC	22	00	61.48
80049654	011517	AMY RIGA	22	00	74.32	80049655	011771	EVELYN SANDOVAL	22	00	110.36
80049656	000543	SAXON PUBLISHERS INC.	22	00	52.61	80049657	011879	SELL SMART SIGNS	22	00	121.45
80049658	002891	SIERRA OFFICE SUPPLIES &	22	00	17.04	80049659	006447	TAG / AMS INC	22	00	250.00
80049660	010583	TOTAL COMPENSATION SYSTEM	22	00	4,200.00	80049661	011624	U.S. BANK BUSINESS EQUIPM	22	00	554.34
80049662	002732	PEGGY VAN LENGEN	22	00	19.58	80049663	003569	VERIZON WIRELESS MESSAGIN	22	00	127.92
80049664	038620	W.W. GRAINGER INC.	22	00	36.78	80049665	002373	WILSON WAY TIRE	22	00	816.17
80049666	000564	ZIEGELMANN'S REFRIGERATIO	22	00	1,430.48	80049667	011132	ECORP CONSULTING INC	22	00	3,659.69
80049668	011883	FREEDOM FLOOR COVERING IN	22	00	1,279.00	80049669	000396	HOUGHTON MIFFLIN COMPANY	22	00	42.87
80049670	003224	KENNEDY PLUMBING CORP.	22	00	4,883.38	80049671	001762	MCGRAW-HILL	22	00	751.52
80049672	011708	EDWARD McCULLOUGH	22	00	9,680.00	80049673	011447	YUBA SUTTER BUILDING	22	00	12,600.00
80049674	003580	DAN BAUGHMAN	22	00	46.31	80049675	010271	MARY BOYLE	22	00	52.07
80049676	011656	CHRISTINE, BROWN	22	00	950.76	80049677	004920	BULBMAN - SACRAMENTO	22	00	28.70
80049678	002878	BUREAU OF EDUCATION & RES	22	00	98.00	80049679	011541	CAL-NA BINDERY	22	00	557.07
80049680	000972	CALLOWAY HOUSE INC	22	00	118.35	80049681	001693	CITEA	22	00	230.00
80049682	010521	CIVIL WAR NEWS	22	00	26.00	80049683	011551	CATHY CUMMINGS	22	00	75.03
80049684	009919	DELL	22	00	750.00	80049685	006742	DISCOUNT MAGAZINE SUB SER	22	00	19.95
80049686	011881	EDUCATIONAL RESOURCES	22	00	53.41	80049687	011885	ELECTRONIC SONIC	22	00	820.21
80049688	011888	EXPRESS PRINTING CENTER	22	00	85.08	80049689	011880	GET MOTIVATED SEMINARS IN	22	00	63.27
80049690	000841	GOPHER SPORT	22	00	479.55	80049691	000225	HIGHSMITH INC	22	00	169.06
80049692	010361	FRED KENDELL	22	00	92.41	80049693	000389	LAKESHORE LEARNING MATERI	22	00	142.14
80049694	003026	LIFETOUCH PUBLISHING INC.	22	00	8,576.22	80049695	002619	THE MASTER TEACHER	22	00	27.90
80049696	011087	JESSICA MCCLANAHAN	22	00	19.59	80049697	009473	BARBARA MUSKAT	22	00	99.16
80049698	008896	NABT NATIONAL ASSOCIATIO	22	00	149.00	80049699	000131	ROBERT NOYES	22	00	35.00
80049700	004683	OFFICE DEPOT	22	00	981.00	80049701	011884	STELLA OLIVEIRA	22	00	52.39
80049702	000068	ORIENTAL TRADING COMPANY	22	00	73.25	80049703	009348	OTTER CREEK INSTITUTE	22	00	199.00
80049704	010164	PEARSON EDUCATION	22	00	196.23	80049705	000137	LINDA PEZANOSKI	22	00	55.23
80049706	028020	PLACER COUNTY OFFICE OF E	22	00	70.00	80049707	005879	PLACER COUNTY WATER AGENC	22	00	229.97
80049708	006899	POSITIVE PROMOTIONS	22	00	203.20	80049709	029400	RAINBOW MARKET	22	00	252.46
80049710	005757	REALLY GOOD STUFF	22	00	281.10	80049711	009649	RENAISSANCE LEARNING INC	22	00	1,310.54
80049712	004440	SAM'S CLUB DIRECT	22	00	4.24	80049713	000541	SAX ARTS & CRAFTS	22	00	43.56
80049714	000122	SCHOOL SPECIALTY INC	22	00	194.35	80049715	011882	LORI SCHULZ	22	00	48.00
80049716	000411	SCIENCE KIT & BOREAL LABS	22	00	224.60	80049717	002891	SIERRA OFFICE SUPPLIES &	22	00	1,653.89
80049718	001570	CHERYL WALL	22	00	81.93	80049719	011820	WESTERN BLUE CORP.	22	00	193.05
80049720	039880	WISHING WELL ENTERPRISES	22	00	100.00	80049721	007336	XEROX	22	00	92.24

H.2.4

WARRANT REGISTER FOR WARRANTS DATED 02/02/2006
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO DD	AMOUNT
80049722	003609	DISCOUNT SCHOOL SUPPLY	22 00	889.38	80049723	006806	JEFF DARDIS	22 00	813.46
80049724	001778	THE DANIELSEN COMPANY	22 00	2,519.07	80049725	011727	ED JONES FOOD SERVICE	22 00	2,777.07
80049726	000686	INTERSTATE BRANDS CORP	22 00	428.86	80049727	009147	NOR-CAL PRODUCE INC	22 00	583.34
80049728	011033	PAPPA JOHN'S PIZZA	22 00	920.00	80049729	029400	RAINBOW MARKET	22 00	16.66
80049730	010084	SYSCO SACRAMENTO	22 00	2,231.95	80049731	011510	CAPITAL SHEET METAL	22 00	13,920.60
80049732	011889	ANTHONY LUCERO	22 00	125.00					

TOTAL AMOUNT OF ALL WARRANTS $109,908.24***

2 of 4

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Ratification of
Classified Transfer

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Janice Borsh - from a 5 hour Special Ed. Instructional Aide at TBE to
a 5.6 hour Special Ed. Instructional Aide at CCC

SUPERINTENDENT'S RECOMMENDATION:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Janice Borsh, TBE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: February 23, 2006

Subject: Transfer

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be transferring from TBE as a 5 hour Special Ed. Aide to the 5.6 hour Special Ed. Aide at CCC effective Monday, April 3, 2006.

If you have any questions regarding this transfer, please call me at 645-5293.

Congratulations!

4.3a.1

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Ratification of Classified Short-Term Employment

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

The Board of Trustees will consider ratification of short-term employment for:

Roberta Giles - Instructional Aide, Sp. Ed. (.63 FTE) – LHS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of employment of the individual listed above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL DEPARTMENT
810 J STREET, LINCOLN, CA 95648
(916) 645-5293

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department SHORT TERM DATE: 2/23/06

You are hereby notified that: Roberta Giles
(applicant's name)

has been offered employment. The offer of employment is based on the following criteria:

POSITION TITLE: Special Ed Instructional Aide

EFFECTIVE DATE OF ASSIGNMENT: 2/27/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: LHS

RANGE: 17 STEP: A AMOUNT $ 11.77 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 5

NEWLY APPROVED POSITION: ✓, OR REPLACEMENT: _____

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: _____

FUNDING SOURCE: GENERAL FUND: _____

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
** *If this position is for an instructional aide, applicant must have passed screening test.*

Applicant's signature — Date: 2/27/06

Address: 835 S. Herold Ave Lincoln (City/Zip) — Telephone #: (916) 645-1264

Administrator's signature — Date: 2-23-06

clasif.not.doc

revised 9/00

4.3.6.1

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	***COMPLIANCE CHECK LIST***
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Ratification of
Classified Retirement

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Carol Edwards – Library Technician - CCC

SUPERINTENDENT'S RECOMMENDATION:

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

4.3C

FEBRUARY 22, 2006

WESTERN PLACER UNIFIED SCHOOL DISTRICT
DISTRICT OFFICE
PERSONNEL
ATTENTION: PEGGY

FROM CAROL EDWARDS
LIBRARY TECHNICIAN
CARLIN C. COPPIN SCHOOL

PLEASE ACCEPT THIS LETTER AS MY INTENT TO RETIRE AT THE END OF THIS SCHOOL TERM. MY LAST DAY OF EMPLOYMENT WILL BE JUNE 30, 2006 AND MY FIRST DAY OF RETIREMENT WILL BE JULY 1, 2006.

I WILL BRING THE CALPERS SERVICE RETIREMENT ELECTION APPLICATION TO YOUR OFFICE TO HAVE SECTION 6 (EMPLOYER CERTIFICATION) COMPLETED.

THANK YOU
Carol M. Edwards
CAROL M. EDWARDS

4.3.C.1

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Ratification of
Classified Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

John Escalante – Campus/Cafeteria Supervisor - COE

SUPERINTENDENT'S RECOMMENDATION:

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

4.3d

2-21-06

I John Escalante regretfully resign from my duties as a crossing guard for WPUSD & COES.

John Escalante

43d.1

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Sarah Julis-Phillips – ½ Time RSP Teacher – GEMS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the resignation of the individual listed above.

Boardfactsheet.doc

4.3 e

WESTERN PLACER UNIFIED SCHOOL DISTRICT
STATEMENT OF INTENT
FOR SCHOOL YEAR 2006- 2007

TO: ALL CERTIFICATED EMPLOYEES - PLEASE READ CAREFULLY

SUBJECT: Your Intention for the Coming Year
(complete both sections)

Planning for the 2006-2007 school year is in the process. In order to place you correctly on the Certificated Salary Schedule, we need the following information;

[ ] I plan to return next year.

[ ] I am uncertain at this time.

[X] I do not plan to return next year. **(By checking this box with your signature and date below and upon receipt by the District Superintendent, this Statement of Intent form will be accepted as your formal resignation from Western Placer Unified School District. Termination of your contract will be at the end of the current school term unless otherwise negotiated.)**

****

[ ] I expect to stay in the same column.

[ ] I expect to move horizontally one column, (15 units), for the 2006 - 2007 school year. (This is in accordance with the Western Placer Teachers Association Contract)

I plan to receive ____ units. This will place my salary from Column ____, Step ____ to Column ____, Step ____.

Grade cards and/or transcripts are to be posted in the personnel office before September 1, 2006. If units required are posted before July 1, 2006, change in column and step will be made effective on the July 31st payroll. All other column changes will be made effective on the September 30th payroll with retro pay for July and August.

ALL TEACHERS WILL RETURN THIS FORM TO THE SITE PRINCIPAL BY FEBRUARY 17, 2006

Sarah Jules-Phillips
Signature of Certificated Employee

2/10/06
Signature Date

Sarah Jules-Phillips
Please Print Name

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Retirement

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Myron Prychun – 8th Grade Language Arts Teacher – GEMS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the retirement of the individual listed above.

Boardfactsheet.doc

4.3e.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
STATEMENT OF INTENT
FOR SCHOOL YEAR 2006- 2007

TO: ALL CERTIFICATED EMPLOYEES - PLEASE READ CAREFULLY

SUBJECT: Your Intention for the Coming Year
(complete both sections)

Planning for the 2006-2007 school year is in the process. In order to place you correctly on the Certificated Salary Schedule, we need the following information;

[ ] I plan to return next year.

[ ] I am uncertain at this time.

[✓] I do not plan to return next year. **(By checking this box with your signature and date below and upon receipt by the District Superintendent, this Statement of Intent form will be accepted as your formal resignation from Western Placer Unified School District. Termination of your contract will be at the end of the current school term unless otherwise negotiated.)**

****

[ ] I expect to stay in the same column.

[ ] I expect to move horizontally one column, (15 units), for the 2006 - 2007 school year. (This is in accordance with the Western Placer Teachers Association Contract)

I plan to receive ____ units. This will place my salary from Column ____, Step ____ to Column ____, Step ____.

Grade cards and/or transcripts are to be posted in the personnel office before September 1, 2006. If units required are posted before July 1, 2006, change in column and step will be made effective on the July 31st payroll. All other column changes will be made effective on the September 30th payroll with retro pay for July and August.

ALL TEACHERS WILL RETURN THIS FORM TO THE SITE PRINCIPAL BY FEBRUARY 17, 2006

Signature of Certificated Employee

2/14/06
Signature Date

Myron T. Pychyn
Please Print Name

INTENT

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	***COMPLIANCE CHECK LIST***
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Ratification of Classified Management Resignation

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

The Board of Trustees will consider ratification of resignation for:

Kristen Johnson - Occupational Therapist (1.00 FTE) – District

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of resignation for the individual listed above.

February 27, 2006

To:
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

From:
Kristen Johnson, MS, OTR/L
1608 Corbridge Drive
Roseville, CA 95747

To Whom It May Concern:

I, Kristen Johnson, intend to resign from my position of Occupational Therapist for Western Placer Unified School District effective April 7, 2006. Due to unforeseen personal circumstances, I am moving out of the area and will no longer be able to provide service. I realize this puts the district in a compromised position, and I am willing to help out in any way possible to facilitate a smooth transition for staff, families, and children with whom I have worked for the past three and a half years. Provided I have the availability, I am willing to orient my replacement to the position, the schools, students and staff, and the various systems I have set up for the Occupational Therapy Department at whatever time he or she is hired. It has been a pleasure working for the district and it is with a heavy heart that I tender this resignation.

Sincerely,

Kristen Johnson, MS, OTR/L

Cc:
Tracy Murphy
Roger Yohe
Scott Leaman
Robert Noyes

4.3e.5

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___ Personnel Sign-Off by B. Noyes ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Resignations

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Becky Hill – Kindergarten Teacher (1.00 FTE) – FRE
Charles Langston – Physical Education Teacher (1.00 FTE) - LHS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the resignations as listed above.

Rebecca Hill
743 Thermalands Road
Lincoln, CA 95648

March 2, 2006

Mr. Roger Yohe
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

Dear Mr. Yohe,

Due to personal reasons, I will be resigning from my current position as kindergarten teacher at Foskett Ranch Elementary School as of June 9, 2006. I enjoyed working for you.

Sincerely,

Rebecca Hill

Rebecca Hill

Accepted
3/2/06
Roger

4.3 e.1

Thursday, March 02, 2006

Two Whom It May Concern;

This letter is to inform the Western Placer Unified School District that I will be resigning from my position as a teacher at Lincoln High School as of the end of the 2006 school year.

Thank you,

Charles Langston

Accepted
3/2/06

4.3e.8

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Management Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

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

Ken Gammelgard – Director of Site Development - DO

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the resignation as listed above.

2-16-06

DEAR ROGER,

I RESIGN MY POSITION WITH THE W.P.U.S.D. FOR PERSONAL REASONS RELATED TO COMMUTING AND MY DESIRE TO PURSUE OTHER POSITIONS MORE DIRECTLY RELATED TO EDUCATION. THIS IS EFFECTIVE IMMEDIATELY.

SINCERELY,

Kenneth S. Hammond

Accepted 2/17/06 Roger

4.3 f.1

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Adoption of Resolution Establishing A Reduction of Classified Employee Hours

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Bob Noyes, Director BN
Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

Due to the number of students at each site within the district and the increased number of sites, it has become necessary to decentralize health services by the following extent:

One Health Clerk and Health Aide, Teri Ball at COE, whose hours are to be reduced a total of 4 ½ hours per day.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution Establishing a Reduction of Classified Employee Hours.

4.4

RESOLUTION
05/06.24

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of May 1, 2006 certain services now being provided by the District be reduced or discontinued by the following extent:

One 5 hour Health Clerk and 3 hour Health Aide position will be reduced by 4 ½ hours.

NOW, THEREFORE, BE IT RESOLVED that as of May 1, 2006, this classified position of the District is to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to one classified employee of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on March 7, 2006, by the following vote:

AYES:

NOES:

ABSENT:

Date:_____

Governing Board of the Western Placer Unified School District

By_____
Secretary of the Governing Board

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent

Roger R. Yohe

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

February 27, 2006

Joe Ross, CSEA President
1098 Woodcreek Oak #2507
Roseville, CA 95747

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that Teri Ball, a 5 hr. Health Clerk and 3 hr. Health Aide at Creekside Oaks Elementary will be reduced t a 3 ½ hr. Health Clerk effective May 1, 2006. Due to the number of students at each site within the district and the increased number of sites, it has become necessary to decentralize health services.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of position on March 7, 2006.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes

Bob Noyes, Director of Human Services
Western Placer Unified School District

Enc.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent
Roger R. Yohe

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Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

February 28, 2006

Teri Ball
342 L Street
Lincoln, CA 95648

Dear Teri:

This letter is sent to you as the official notification that your 3 hour Health Aide position at Creekside Oaks Elementary will be eliminated and your 5 hour Health Clerk position reduced to 3 ½ hours due to the fact that is has become necessary to decentralize health services.

The Western Placer Unified School District's Board of Trustees will review the reduction of your hours and take action at the March 7, 2006 board meeting held at Lincoln High School. If action is taken to formally reduce your work hours, you will be allowed to complete your current work assignment through April 30, 2006. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. Choose to accept a voluntary reduction in assigned time in lieu of layoff and be granted the same reemployment rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months (63 months total of reemployment eligibility). If you choose this option, you will retain your three and one-half hours per day at Creekside Oaks Elementary.

2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your four and one-half hours within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 201-9282.

Sincerely,

Bob Noyes

Bob Noyes, Director of Human Services
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___ Personnel Sign-Off by B. Noyes ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Health Aide to Health Clerk
Promotions & Decentralization
Of Health Services Districtwide

AGENDA ITEM AREA:

Action

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

Due to the increased number of students at each site within the district and the increased number of sites, it has become necessary to decentralize health services. In October, 2005, each site had a 3 hour health aide to accommodate the needs of each school. Also, one employee has continued to work a total of 5 hours as a health clerk and 3 hours as a health aide, attempting to service all sites. Since October 1st all health aides were promoted to health clerks and their pay was increased at each campus by .5 hour to ensure additional duties could be accomplished. Sheridan School received a 2 hour health clerk. The 8 hour aide/clerk will be reduced in hours to 3.5 hours of health clerk time to equalize clerk time throughout the district, and this action will become effective after the 45 day layoff notice has been served.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the layoff as described above.

4.4.4

MISSION STATEMENT: Empower Students with the	
MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Adoption of Resolution
Establishing a Reduction
Of Classified Employee Hours

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Bob Noyes, Director
Human Services

ENCLOSURES:
Resolution

MEETING DATE:
March 7, 2006

BACKGROUND:

Due to the fact that the Lighthouse Resource Center is becoming a non-profit organization, services presently at the center will be transferred to the family resource center as of July 1, 2006 and certain services now being provided by the District must be reduced or discontinued by the following extent:

One 5.2 hour Grant Funded Clerk, Kristi Gretler whose hours are to be discontinued.
One 4.3 hour Grant Funded Bilingual Clerk, Rosa Anderson, whose hours are to be discontinued.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution Establishing a Reduction of Classified Employee Hours.

RESOLUTION
05/06.25

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of July 1, 2006 certain services now being provided by the District be reduced or discontinued by the following extent:

One 5.2 hour Grant Funded Clerk position and one 4.3 hour Grant Funded Bilingual Clerk position will be eliminated.

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2006, these classified positions of the District are to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to two classified employees of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on March 7, 2006, by the following vote:

AYES:

NOES:

ABSENT:

Date:_____

Governing Board of the Western Placer Unified School District

By_____
Secretary of the Governing Board

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent
Roger R. Yohe

Board of Trustees
Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

February 27, 2006

Joe Ross, CSEA President
1098 Woodcreek Oak #2507
Roseville, CA 95747

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that the following positions will be eliminated effective July 1, 2006: Kristi Gretler, 5.2 hour Grant Funded Clerk and Rosa Anderson, 4.3 hour Grant Funded Bilingual Clerk This layoff/reduction is due to the fact that the Lighthouse Resource Center is becoming a non-profit organization. Services presently at the center will be transferred to the family resource center as of July 1, 2006 and will no longer be a part of the district services as in the past.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of positions on March 7, 2006.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services
Western Placer Unified School District

Enc.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent

Roger R. Yohe

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

To: Peggy Van Lengen
From: Getta Dolinsek
Program Support Specialist
Re: Elimination of Positions
Date: February 10, 2006

This letter is to inform you the following positions at the Lighthouse Resource Center/Counseling Center will be eliminated due to the Lighthouse Resource Center becoming a non-profit organization. Services presently at the center will be transferred to the family resource center as of July 1, 2006, and will no longer be a part of the district services as in the past. As a result, I am requesting the following positions be eliminated due to the change effective July 1, 2006.

- Resource Coordinator II
- Grant Funded Clerk
- Grant Funded Bilingual Clerk

If you need further information, please do not hesitate to contact me.

Sincerely,

Getta Dolinsek

Getta Dolinsek
Program Support Specialist

WPUSD

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent

Roger R. Yohe

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

February 27, 2006

Kristi Gretler
427 Savannah Dr.
Lincoln, CA 95648

Dear Kristi:

This letter is sent to you as the official notification that your 5.2 hour, Grant Funded Clerk position at the Lighthouse will be eliminated effective July 1, 2006. Services presently at the center will be transferred to the family resource center as of July 1, 2006 and will no longer be a part of the district services as in the past.

The Western Placer Unified School District's Board of Trustees will review the reduction of your position and take action at the March 7, 2006 board meeting held at Lincoln High School. If action is taken to formally reduce your position, you will be allowed to complete your current work assignment through June 30, 2006. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Grant Funded Clerk (there is no other Grant Funded Clerk on the seniority list).

2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your 5.2 hours, within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 201-9282.

Sincerely,

Bob Noyes

Bob Noyes, Director of Human Services
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA

4.54

WPUSD

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent

Roger R. Yohe

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

February 27, 2006

Rosa Anderson
1104 Oakridge Dr.
Roseville, CA 95661

Dear Rosa:

This letter is sent to you as the official notification that your 4.3 hour, Grant Funded Bilingual Clerk position at the Lighthouse will be eliminated effective July 1, 2006. Services presently at the center will be transferred to the family resource center as of July 1, 2006 and will no longer be a part of the district services as in the past.

The Western Placer Unified School District's Board of Trustees will review the reduction of your position and take action at the March 7, 2006 board meeting held at Lincoln High School. If action is taken to formally reduce your position, you will be allowed to complete your current work assignment through June 30, 2006. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Grant Funded Clerk (there is no other Grant Funded Bilingual Clerk on the seniority list).

2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your 4.3 hours, within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 201-9282.

Sincerely,

Bob Noyes

Bob Noyes, Director of Human Services
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA

MISSION STATEMENT: Empower Students with the	
MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Adoption of Resolution
Establishing a Reduction
Of Classified Employee Hours

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Bob Noyes, Director BN
Human Services

ENCLOSURES:
Resolution

MEETING DATE:
March 7, 2006

BACKGROUND:

Due to lack of work and/or lack of funds certain services now being provided by the District must be reduced or discontinued by the following extent:

One 5 hour Grant Funded Support Service Clerk, Helen Johnston, whose hours are to be reduced to 2.4 hours a day effective July 1, 2006.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution Establishing a Reduction of Classified Employee Hours.

Boardfactsheet.doc

RESOLUTION
05/06.26

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of July 1, 2006 certain services now being provided by the District be reduced or discontinued by the following extent:

One 5 hour Grant Funded Support Service Clerk position will be reduced to 2.4 hours a day.

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2006, this classified position of the District is to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to one classified employee of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on March 7, 2006, by the following vote:

AYES:

NOES:

ABSENT:

Date:_____

Governing Board of the Western Placer Unified School District

By_____
Secretary of the Governing Board

4.6.1

WPUSD

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

(916) 645-6350
(916) 645-6356 FAX

Superintendent
Roger R. Yohe

Board of Trustees
Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

February 15, 2006

Joe Ross, CSEA President
1098 Woodcreek Oak #2507
Roseville, CA 95747

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that the 5 hour Grant Funded Support Service Clerk position at the District Office will be reduced to 2.4 hours a day effective July 1, 2006 due to a loss of funding and programs. With the loss of funding and programs, the bookkeeping work and purchasing will be reduced.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of position on March 7, 2006.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services
Western Placer Unified School District

WPUSD

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Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

To: Peggy Van Lengen
From: Getta Dolinsek
Program Support Specialist
Re: Reduction in Hours
Date: February 14, 2006

This letter is to inform you the hours for the Support Services Clerk will be reduced from 25 hours to 12 hours per week. The reduction is due to the lack of work required for the position. With the loss of funding and programs, the bookkeeping work and purchasing will be reduced. As a result, I am requesting the reduction of hours change effective July 1, 2006.

If you need further information, please do not hesitate to contact me.

Sincerely,

Getta Dolinsek

Getta Dolinsek
Program Support Specialist

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Personnel Sign-Off by B. Noyes BN Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Reduction of One Classified Management Position

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

Due to lack of work and/or lack of funds certain services now being provided by the District must be reduced or discontinued by the following extent:

One Resource Coordinator II – Teresa Rasor, whose position is to be eliminated at the Lighthouse Center.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approval of the reduction of one Resource Coordinator II position.

Boardfactsheet.doc

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

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(916) 645-6356 FAX

Superintendent

Roger R. Yohe

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

To: Peggy Van Lengen
From: Getta Dolinsek
Program Support Specialist
Re: Elimination of Positions
Date: February 10, 2006

This letter is to inform you the following positions at the Lighthouse Resource Center/Counseling Center will be eliminated due to the Lighthouse Resource Center becoming a non-profit organization. Services presently at the center will be transferred to the family resource center as of July 1, 2006, and will no longer be a part of the district services as in the past. As a result, I am requesting the following positions be eliminated due to the change effective July 1, 2006.

- Resource Coordinator II
- Grant Funded Clerk
- Grant Funded Bilingual Clerk

If you need further information, please do not hesitate to contact me.

Sincerely,

Getta Dolinsek

Getta Dolinsek
Program Support Specialist

4.7.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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
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.

AGENDA ITEM:

Approve the Audit Agreement Between the Western Placer Unified School District and Gilbert Associates, Inc.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 07, 2006

BACKGROUND:

The attached agreement satisfies the statutory requirement for a yearly independent audit of the District's financial records and practices. The contract will not exceed $49,500.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the audit agreement between the Western Placer Unified School District and Gilbert Associates, Inc.

AUDIT AGREEMENT

THIS AGREEMENT, made and entered into this _____2006, between the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the District), State of California, and GILBERT ASSOCIATES, INC.,
WITNESSETH:

AUTHORITY

WHEREAS, by Section 41020, as amended, of the Education Code, providing that:

> "Not later than the first day of May of each fiscal year each county superintendent of schools shall provide for an audit of all funds under his jurisdiction and control and the governing board of each district shall either provide for an audit of the books and accounts of the district or make arrangements with the county superintendent of schools having jurisdiction over the district to provide for such auditing. In the event the governing board of the school district has not provided for an audit the superintendent of schools having jurisdiction over the district shall provide for the audit;"

and further providing that:

> "The audit shall be made by a certified public accountant or a public accountant licensed by the State Board of Accountancy."

COMPETENCE OF PARTIES

WHEREAS, it is the intention of the District, consisting of the duly elected members of the Board of Education of the aforesaid local educational agency (LEA) to comply with the provisions of the Section 41020 of the Education Code and provide for an audit of the books and records of the LEA, and

WHEREAS, Gilbert Associates are Certified Public Accountants duly authorized to practice and are licensed as such by the State Board of Accountancy,

CONSIDERATION

THEREFORE, in consideration of the mutual covenants, conditions and promises hereinafter contained, the District hereby employs Gilbert Associates, and Gilbert Associates hereby accepts employment, to audit all books and accounts of said LEA (District) in the following manner and upon the following conditions:

AUDIT OBJECTIVES

GILBERT ASSOCIATES will audit the financial statements of District (the District) as of and for the year ended June 30, 2006. Gilbert Associates understands that the financial statements will be presented in accordance with the financial reporting model described in GASB Statement No. 34. Also, the document submitted to the District will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Additional financial and supplementary information as required by the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* published by the Education Audit Appeals Panel

The document will also include the following additional information that will not be subject to the auditing procedure applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Management Discussion and Analysis
2. Budgetary comparison schedules

THE OBJECTIVE of the audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

THE REPORTS on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, and state and federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties..

THE AUDIT will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and the *Standards and Procedures for Audits of California K-12 Local Educational Agencies,* published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures considered necessary to express such an opinion and to render the required reports. If the opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, Gilbert Associates will fully discuss the reasons with the District in advance. If, for any reason, Gilbert Associates is unable to complete the audit or is unable to form or has not formed an opinion, Gilbert Associates may decline to express an opinion or to issue a report as a result of this engagement.

IN THE EVENT that the audit requirements pertaining to this audit have been amended or the number of funds maintained by the District has increased during the period under this contract the agreed compensation as stated in the provisions of this contract may be subject to revision.

IN CASES WHEREIN Gilbert Associates can and does place reliance upon the work of a state agency, another individual accountant or firm of public accountants or certified public accountants, they will state in their report the extent of such reliance and will name the agency, accountant or accountants upon whose work they rely. Nothing in this paragraph will be construed to limit the responsibility of the party of the second part or to obligate them to accept or perform work which is not in compliance with the specifications of the engagement.

MANAGEMENT RESPONSIBILITIES

MANAGEMENT of the District is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal and state award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

THE DISTRICT'S MANAGEMENT is responsible for making all financial records and related information available to Gilbert Associates, including any significant vendor relationships in which the vendor has the responsibility for program compliance. Gilbert Associates understands that the District will provide such information required for the audit and that the District is responsible for the accuracy and completeness of that information. Gilbert Associates will advise the District about appropriate accounting principles and their application and will assist in the preparation of the financial statements, including the schedule of expenditures of federal awards and the additional financial and supplementary information as required by the *Standards and Procedures for Audits of California K-12 Local Educational Agencies,* published by the Education Audit Appeals Panel, but the responsibility for the financial statements remains with the District. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. District management is responsible for adjusting the financial statements to correct material misstatements and for confirming in the representation letter that the effects of any uncorrected misstatements aggregated by Gilbert Associates during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

THE DISTRICT is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Gilbert Associates about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. The District is also responsible for informing Gilbert Associates of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, the District is responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is District management's responsibility to follow up and take corrective action on reported audit findings and to prepare a corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our audit fieldwork.

As part of the audit, we will prepare a draft of your financial statements, schedules of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

WITH REGARD to using the auditor's report, the District understands that they must obtain Gilbert Associates prior written consent to reproduce or use our report in bond offerings official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the District's internet website, the District understands that electronic sites are a means to distribute information and, therefore, Gilbert Associates is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

AUDIT PROCEDURES-GENERAL

AN AUDIT INCLUDES examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Gilbert Associates will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violation of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the audit will include test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because a detailed examination of all transactions will not be performed, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, or noncompliance may exist and not be detected by Gilbert Associates. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, Gilbert Associates will inform the District of any material errors that come to their attention and any fraud that comes to their attention. Gilbert Associates will also inform the District of any illegal acts that come to their attention, unless clearly inconsequential. The report will include such matters as required for a Single Audit. Gilbert Associates responsibility as auditors is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which they are not engaged as auditors.

THE PROCEDURES will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. Gilbert Associates will request written representations from the District's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of the audit, Gilbert associates will also require certain written representations from the District about the financial statements and related matters.

AUDIT PROCEDURES-INTERNAL CONTROLS

IN PLANNING and performing the audit, the internal control will be considered sufficient to plan the audit in order to determine the nature, timing, and extent of the auditing procedures for the purpose of expressing opinions on District's financial statements and on its compliance with requirements applicable to major programs.

AN UNDERSTANDING will be obtained of the design of the relevant controls and whether they have been placed in operation, and control risk assessed. Tests of controls may be performed to test the effectiveness of certain controls that are consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. The tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*..

AS REQUIRED by OMB Circular A-133, Gilbert Associates will perform tests of controls to evaluate the effectiveness of the design and operation of controls that are considered relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to OMB Circular A-133.

4.8.4

AN AUDIT is not designed to provide assurance on internal control or to identify reportable conditions. However, Gilbert Associates will inform the governing body or audit committee of any matters involving internal control and its operation that they consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to their attention relating to significant deficiencies in the design or operation of the internal control that, in their judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Gilbert Associates will also inform the District of any non-reportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

AUDIT PROCEDURES-COMPLIANCE

THE AUDIT will be conducted in accordance with the standards referred to in the section titled Audit Objectives above. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Gilbert Associates will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB CIRCULAR A-133 requires that Gilbert Associates also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

IDENTIFYING and ensuring that the District complies with laws, regulations, contracts, and agreements is the responsibility of the District's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Gilbert Associates will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

FORM AND CONTENT OF REPORTS

FORM AND CONTENT of the audit reports will be in conformity, to the extent practicable, with such form and content as may be prescribed under Section 19813(e)(2) and Section 19814(e) of Title V, Chapter 3, Article 1 of the Education Code.

AT THE CONCLUSION of the engagement, Gilbert Associates will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. Gilbert Associates will submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form on behalf of the District to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

THE AUDIT DOCUMENTATION for this engagement is the property of Gilbert Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gilbert Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

IN THE EVENT that circumstances discovered during the audit process indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that such extended verification will be agreed upon by both parties prior to commencing the additional verification.

IN THAT EVENT, Gilbert Associates agrees to provide all ascertainable facts relative to such circumstances, together with an estimate or estimates of the additional cost or costs of furnishing a more detailed verification. It is expressly understood that fees relating to such extensions of verification procedures are additional fees as the services relating thereto are not contemplated as being within the scope of services to be performed under this contract. In the event extended verification is not performed, the audit report will be subject to qualification with respect to the circumstances involved.

INDEMNIFICATION

GILBERT ASSOCIATES SHALL defend, indemnify, and save the District harmless for any loss, injury or damage to the District arising out of the performance by Gilbert Associates of the services provided under this contract insofar as such loss, damage or injury results from Gilbert Associate's negligent, reckless or willful act or omission. This indemnity does not include claims that arise from any negligence or willful or reckless act of the District.

Gilbert Associates agrees to maintain professional liability insurance for the professional services provided to the District under this contract to protect the District from any loss, injury or damage for the negligent acts of Gilbert Associates in connection with providing its professional services.

AUDIT ASSISTANCE

THE AUDIT process requires a certain level of assistance that is the responsibility of the District as the audit report is based on representations of the management of the District.

THE RESPONSIBILITIES are presented by Gilbert Associates, in the audit planning phase, in the form of an "audit package" containing a checklist of necessary items to be completed within the specified due dates.

IN THE EVENT the aforesaid responsibilities are not performed in the manner, or by the due dates, specified the agreed compensation as stated in the provisions of this contract may be subject to revision or Gilbert Associates may withdraw from the engagement and bill for services rendered to date of withdrawal.

IN THE EVENT that the above mentioned necessary items listed in the "audit package" checklist are not prepared by the due dates specified and the audit is necessary to be rescheduled, the District will be required to compensate Gilbert Associates a rescheduling fee of up to 5% of the total audit fee. However, no rescheduling fee will be assessed if the District notifies Gilbert Associates at least 6 business days prior to the specified due dates (scheduled start of fieldwork).

IN THE EVENT it is necessary to reschedule the audit, the District agrees to file for an "Audit Report Filing Extension" with the State Controller's Office.

4.8.16

ANY REVISION would be based on increased costs, incurred by Gilbert Associates, relating to additional time and necessary expenses in obtaining or preparing the aforesaid necessary items.

BEGINNING WORK

GILBERT ASSOCIATES will commence work on this engagement as soon as practicable after the execution of this contract.

RENDERING REPORTS

THE AUDIT will be completed, and the audit reports will be delivered in the manner and to the parties hereinafter set forth, not later than December 15, of the year covered by this contract unless modified by the Controller's Office of the State of California.

COMPENSATION

SAID AUDITING SERVICES agreed to be done and performed by Gilbert Associates will be performed by Gilbert Associates with the aid and assistance of such accountants and clerical employees as will be employed and paid by Gilbert Associates.

THE TOTAL AMOUNT which may be billed for the audit of the year-end June 30, 2006, pursuant to the provisions of this contract will not exceed $49,500.

THE FEES quoted are based upon several assumptions about the adequacy of the accounting records, the degree of assistance to be provided by District personnel, and current auditing and accounting standards. The fees do not include any accounting services such as closing year-end accounts or account reconciliation. If, at any time during the audit, extraordinary matters come to Gilbert Associates attention and an extension of services appears to be required, Gilbert Associates will consult with the District concerning additional work to be done by the District or an adjustment to the fees.

GOVERNMENT AUDITING STANDARDS - require that we provide you with a copy of our most recent quality control review report. Our 2004 peer review report accompanies this letter.

IT IS FURTHER AGREED

A. That the aforesaid fee will be billed and paid for on a monthly basis based on hours worked. In accordance with Education Code 14505 ten (10) percent of the audit fee must be withheld pending approval of the audit report by the State Controller.

B. That the aforesaid total fees for the audit will include any consultations on the audit report or additional data in connection therewith, as may be required by the Controller's Office of the State of California.

C. That, upon request, a representative from Gilbert Associates, Inc. will present the audit report to the governing board. The time allocated for presentation, exclusive of travel time, will be limited to one hour. Any additional time, due to meeting delay, will be billed at the representative hourly rate.

D. That the District will provide adequate office facilities (exclusive of equipment, supplies or services) for the performance of the audit field work without charge to Gilbert Associates.

E. That in accordance with Education Code 14504, the State Controller upon request will be granted access to audit workpapers prepared by Gilbert Associates. Workpapers and reports will be retained for a minimum of seven years by Gilbert Associates unless notified by the State Controller of the need to extend the retention period.

4.8.7

FILING OF REPORTS

COPIES OF THE REPORT ON EXAMINATION herein required to be made will be prepared and substantially bound by Gilbert Associates for filing with each of the following offices and departments:

1. County Office of Education
2. State Controller's Office - Audit Division
3. State Department of Education
4. Federal Audit Clearing House
5. Board of Education - ___ copies (Copies in excess of 15 will be billed at $15.00 each)

IN WITNESS WHEREOF, said parties to this agreement have executed this agreement, and hereunto set their hands on the day and year herein first above written.

GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____

Title Superintendent

Date _____

By _____

Assistant Superintendent
Title Business & Support Services

Date _____

GILBERT ASSOCIATES, INC.

By Thomas M. Gilbert

Title Shareholder

Date 2/20/06

REPORTS

AND

COMMUNICATION

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.	
BOARD OF TRUSTEE/DISTRICT GOALS	*COMPLIANCE CHECK LIST*
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.	Complies with Board Policy Complies with Site Plan (LIP) Complies with Governance & Management Document Complies with District Goals Complies with District Mission Statement Funding Sign-Off by J. Stewart Personnel Sign-Off by B. Noyes Program Sign Off by S. Leaman SBLT Involvement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
After School Program Evaluation

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent
Getta Dolinsek
Program Specialist
Cathi Christo, Ph.D.
Consultant

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

An evaluation of the grant funded after school program will be presented to the Board by the outside evaluator, Cathi Christo.

SUPERINTENDENT'S RECOMMENDATION:
No Action is required on this item.

6.5.2

INFORMATION

DISCUSSION

ACTION ITEMS

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.	
BOARD OF TRUSTEE/DISTRICT GOALS	*COMPLIANCE CHECK LIST*
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.**	**Complies with Board Policy** **Complies with Site Plan (LIP)** **Complies with Governance & Management Document**
2. **Foster a safe, caring environment where individual differences are valued and respected.**	**Complies with District Goals** **Complies with District Mission Statement**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**	**Funding Sign-Off by J. Stewart** **Personnel Sign-Off by B. Noyes**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**	**Program Sign Off by S. Leaman**
5. **Promote student health and nutrition in order to enhance readiness for learning.**	**SBLT Involvement**

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Boundary Change Dissemination

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

The board recently took action for future Lincoln Crossing elementary students to attend Creekside Oaks for one year prior to transfer to Lincoln Crossing Elementary.

The following will be accomplished to inform future parents and guardians of these students:

- Inclusion of the information in the Boundary Information Night described below
- Distribution of a letter to Lincoln Crossing information centers outlining the board action
- Description of the change on our website
- Explanation in each enrollment packet for new Lincoln Crossing Students

The Board also took action to establish middle school boundaries based on the attached sheet.

The following will be accomplished to inform parents and guardians of the new boundary:

- Hold a Boundary Information Night explaining the changes
- Description of the change on our website
- Mailed letter home to parents and guardians of incoming middle school students outlining the changes

SUPERINTENDENT'S RECOMMENDATION:
No action is required on this item.

7.1.1

Option B-1 to GEMS, all others to TBM

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.	
BOARD OF TRUSTEE/DISTRICT GOALS	*COMPLIANCE CHECK LIST*
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.	Complies with Board Policy Complies with Site Plan (LIP) Complies with Governance & Management Document
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals Complies with District Mission Statement
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Personnel Sign-Off by B. Noyes Program Sign Off by S. Leaman
5. Promote student health and nutrition in order to enhance readiness for learning.	SBLT Involvement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Certificate of Completion

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:

MEETING DATE:
March 7, 2006

BACKGROUND:

At the end of the 2005-06 school year, a very small number of students in the district may complete the required credits for graduation but not receive a passing score on the high school exit exam. One option for these students is to receive a "Certificate of Completion" to recognize this fact.

The board will discuss the addition the following phrase to all WPUSD board policies that determine graduation (BP/AR 6146.1):

Students who accrue the designated number of credits in the required areas of study, meet the content standards requirement for Algebra 1 and successfully pass the English and mathsections of the High School Exit Exam, once the requirement for successful completion of the High School Exit Exam is implemented by the State of California, will receive a highschool diploma of graduation. Students who accrue the designated number of credits but fail to meet the content standards requirement for Algebra 1 and/or fail to pass both subjects of the High School Exit Exam shall receive a Certificate of Completion. (Ed Code 51224.5) (Ed Code 60851)

SUPERINTENDENT'S RECOMMENDATION:

No action is required on this item.

7.2

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___
	Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___
	Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
	Personnel Sign-Off by B. Noyes ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Program Sign Off by S. Leaman ___
	SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Sales Agreement on the Office Building located at 6th and F Streets

AGENDA ITEM AREA:
Information/Action

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

Approval of sales agreement on the office building located at the northwest corner of 6th Street and F Street from the Western Placer Unified School District to the City of Lincoln.

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees approve the sales agreement.

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AGREEMENT OF PURCHASE AND SALE

This Purchase and Sale Agreement is made and entered into on this ___ day of _____, 2006, by and between the City of Lincoln, a municipal corporation ("City"), and Western Placer Unified School District, a political subdivision of the State of California ("District") (each a "Party" and collectively, the "Parties").

Recitals

A. The District owns real property located at 630 Sixth Street, Lincoln, California, consisting of approximately 12,929 square feet. A single story, cinder block building has been constructed on the property. Said property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("District Property").

B. The City and District have jointly planned for the construction and use of a public administrative building ("Administrative Building") for use by City and District for administrative purposes.

C. The District and City have entered into a Joint Use Agreement dated _____, 2006 ("Joint Use Agreement"), providing for the District and City to jointly construct, maintain and operate the Administrative Building.

D. Pursuant to the Joint Use Agreement, the District agreed to convey the District Property to the City for the site of the Administrative Building. The City has also acquired two adjoining parcels to the District Property for the site of the Administrative Building.

E. The purpose of this Agreement is to provide for the conveyance of the District Property to the City as provided for in the Joint Use Agreement.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purchase and Sale. District agrees to sell and City agrees to purchase the District Property subject to terms and conditions of this Agreement.

2. Purchase Price. The total purchase price for the District Property shall be $410,000 ("Purchase Price").

3. Payment of Purchase Price. City shall pay the Purchase Price by giving the District a credit in the amount of the Purchase Price against the District's share of the Project Costs for the Administrative Building as set forth in the Joint Use Agreement. District and City agree that said credit constitutes full and complete compensation to District for the acquisition of the District Property.

4. Escrow. The purchase and sale of the District Property shall be consummated through an escrow to be opened at Placer Title Company ("Escrow Holder"). Any instructions given to the Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

5. Effective Date. The Effective Date of this Agreement shall be the date of signature of the second party to sign it. The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

6. Close. The close of escrow shall mean the date when the deed conveying the Property to the City is recorded in the official records of Placer County, California. Escrow shall close on or before the date 45 days after the Effective Date.

7. Costs. The City shall pay all closing costs, including any transfer taxes, CLTA owner's title insurance premium, escrow fees, recording fees, and all other fees and miscellaneous costs. Pursuant to the Joint Use Agreement, said costs shall be part of the Project Costs for the Administrative Building and shared by the Parties as set forth in the Joint Use Agreement.

8. Prorations. Real property taxes, general and special assessments, and any other similar charges imposed upon the District Property by Placer County or any governmental special district shall be prorated as of the close of escrow, on the basis of 30-day months.

9. Conditions of Close.

9.1 General. The provisions of this Article 9 are conditions to the close of escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, on or before the closing date of escrow, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and District hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

9.2 Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq., of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of close of escrow. District shall cause title to the Property to be conveyed to the City by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the City so requests, insuring title in the City with liability in the amount of the Purchase Price. The policy shall list only the foregoing taxes and exceptions in addition to the printed exceptions common to the form of policy required by the City.

9.3 Approval of Exceptions to Title. District shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have 20 days within which to approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 12.01. Failure to give written notice of approval or disapproval to District of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens other than current taxes, bonds and assessments. If the City disapproves any exceptions, District shall have five days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 12.01. Failure to give written notice of such agreement to the City shall be deemed to be refusal,

except that District shall automatically be deemed to agree to remove monetary liens other than current taxes, bonds and assessments. If District does not agree to attempt to remove any exceptions properly and timely disapproved by the City, this Agreement shall terminate without further liability to either party unless the City waives its objection within a second five-day period. If District shall agree to remove any exception objected to by the City, District shall then have until the Closing Date within which to attempt to remove such exception. If District is unable to remove any exception objected to by the City by the Closing Date, the City may elect to: (a) terminate this Agreement; or (b) waive the City's objection and close escrow.

The following exceptions shown on the Preliminary Report (the "Permitted Exceptions") are approved by City (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, (b) the standard preprinted exceptions and exclusions of the Title Company, (c) any other exceptions shown on the Preliminary Report, other than exceptions for monetary liens, which City does not object to by written notice to settle within twenty (20) days after the effective date (the "City's Title Notice"), or otherwise provided in this Section 9.3. All exceptions on the Preliminary Report other than the permitted exceptions shall be "Title Objections." If City fails to deliver City's Title Notice within the time specified in this Section 9.3, City shall be deemed to have approved the condition of Title.

9.4 The City's Due Diligence Conditions.

A. The City's obligation to purchase is subject to the satisfaction on or before the date 30 calendar days after the Effective Date (the "Approval Date") of the following conditions which are for the City's benefit only:

(1) The City's approval of inspections, tests, surveys and other studies as the City may deem necessary. At City's expense, the City and the City's contractors and agents shall have reasonable access to the Property in order to conduct inspections, tests, surveys and other studies, including soils testing, a review of the physical condition of the property, including but not limited to, examination of the soils; environmental factors; hazardous substances, if any; archeological information relating to the property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and loss affecting the property to determine that the property can be used for the purposes of a community center, provided that the City shall repair any damage caused by such activities and shall indemnify and hold District harmless from and against any loss, damage or liability (including attorneys' fees) resulting from the activities of the City on the Property.

(2) The City's approval of District's Documents, as defined in Section 9.05.

B. The City shall give notice to District and Escrow Holder of the City's approval or disapproval of the conditions set forth above (the "City's Notice") on or before the Approval Date. A failure to deliver the City's Notice shall be deemed

disapproval. On disapproval by the City or failure of any of the conditions set forth above, on or before the Approval Date, the City's obligations under this Agreement shall terminate with no further liability to District.

9.5 District's Documents. Within five days after the Effective Date, District shall deliver copies of the following documents ("District's Documents") to the City:

(1) Documents evidencing any easements or other similar rights affecting the Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Property that are in the possession of District or District's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Property that are in District's possession.

District's duty under this Section 9.5 is only to provide such documents that are in District's possession as of the date of this Agreement with no duty to investigate.

10. Representations and Warranties by District.

10.1. Representations and Warranties in General. District acknowledges that the execution of this Agreement by the City is made in material reliance by the City on the following representations and warranties. Representations set forth in this section are made to District's knowledge. As used herein, "District's Knowledge" shall mean to the actual knowledge of _[name]_ but without any investigation or duty to investigate the following matters:

A. Execution and Delivery. The execution and delivery by District of, and District's performance under this Agreement, are within District's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of District.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which District is a party or by which District is bound or affected which affects the Property or any part thereof.

C. No Other Parties. Except for District, there are no parties with any interest in the Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. District represents and warrants that there are no parties in possession of any portion of the Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Property.

E. No Grant of Other Rights. District has not granted to any party, other than the City, any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. District represents and warrants that there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against District or the Property.

G. District Not Foreign Person. District is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of District's knowledge, the Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Property. District is not aware of any outstanding violations of any of the foregoing.

I. Environmental Compliance. District represents and warrants that, to the best of District's knowledge, there has been no disposal, discharge or release of Hazardous Materials on the Property. Except as disclosed in this Agreement, neither District nor, to the best of District's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of District's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Property, including, but not limited to, soils and ground or surface water in and around the Property. District is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property.

10.2. Survival of Warranties. District agrees that each representation and warranty in Section 10.01 shall survive the Closing Date and shall not merge with the delivery to the City of the grant deed.

10.3. Notice of Changed Circumstances. If prior to the close of escrow, District becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by District, then District shall immediately give written notice of such fact or circumstance to the City, but such notice shall not relieve District of any liabilities or obligations with respect to any representation or warranty.

11. Representations by City.

11.1 City hereby represents and warrants to District, for the benefit of District and District's successors and assigns, the following facts are true as of the Effective Date, and shall be true of the close of escrow.

A. City Purpose. City is acquiring District's Property "AS IS" and "'WITH ALL FAULTS" without any warranty of District, express or implied, except as specifically set forth in this Agreement, as to the nature or conditions of or title to District's Property of its fitness for City's intended use or purpose. City is familiar with District's Property and has undertaken such investigation as it deems appropriate to fully advise itself of the condition of District's Property. Except for the representations and warranties set forth in this Agreement, City is relying solely upon, and has conducted, its own independent inspection, investigation and analysis of District's Property as it deems necessary or appropriate in so acquiring District's Property from District (including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of District's Property). Except for the representations and warranties set forth in this Agreement, City is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by District or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters. City assumes the risk that adverse, legal, local, structural, physical and environmental conditions may not have been revealed by City's investigation, and accepts District's Property on the basis of its review and determination of the applicability and effect of the laws and regulations.

B. Feasibility Period. With the Feasibility Period provided in this Agreement, City has and shall have been afforded a reasonable period of time to perform such due diligence as City believes is reasonably necessary to make the decision to consummate the transactions described in this Agreement in accordance with and subject to the terms hereof.

C. Reliance on Own Investigation. Except for express representations and warranties made by District in this Agreement, City is relying and shall rely solely upon its own investigation and inspection of District's Property and the improvements thereon and upon the aid and advice of City's independent expert(s) in purchasing District's Property and shall, subject to District's express representations and warranties, take title to District's Property without any warranty, express or implied, by District or any employee or agent of District.

7.3.6

12. Miscellaneous.

12.1 Notices.

A. "Notice" means any notice, demand, request or other communication or document to be provided under this Agreement to a party to this Agreement.

B. The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below, or such other address or telecopy number as the party may later specify for that purpose by notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

(1) If given by telecopy, when the telecopy is transmitted to the party's telecopy number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;

(2) If hand-delivered to a party against receipted copy, when the copy of Notice is receipted;

(3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the party specified below:

If to District: Western Placer Unified School District
810 J Street, Lincoln, CA 95648
Facsimile No. 916.645.6356

If to the City: City of Lincoln
640 Fifth Street
Lincoln, CA 95648
Facsimile No. (916) 645-9502

C. If any Notice is sent by telecopy, the transmitting party as a courtesy may send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party.

D. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Agreement shall mean and refer to the

date on which a party to this Agreement, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

E. If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Agreement, that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

12.2. Brokers. Each of the parties hereto represents that it has dealt with no broker or finder in connection with this sale, and insofar as they know, no broker or other person is entitled to any commission or finder's fee in connection with this sale. The City and District each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

12.3. Interpretation. This Agreement has been executed in Lincoln, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of District and the City.

12.4. Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

12.5. Attorneys' Fees. If either District or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

12.6. Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

12.7. Additional Documents. From time to time prior to and after the close of escrow, each party shall execute and deliver such instruments of transfer and other

documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

12.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and delivery of the deed.

12.9. California Law. This Agreement shall be governed by the laws of the State of California.

12.10. Entry. During the term of this Agreement, the City and its designated agents and independent contractors shall have the right to enter onto the Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The City agrees to repair all damages it or its agents or independent contractors shall cause to the Property and further agrees to indemnify and hold District harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by District as a result of any acts of the City, its agents or independent contractors, pursuant to the rights granted by this section.

12.11. Possession. District shall deliver exclusive possession of the Property to the City at close of escrow.

12.12. Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

12.13. Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

12.14. Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

7.3.9

Western Placer Unified School District

By: _____
Its: _____

City of Lincoln, a California municipal corporation

By: _____
Its: _____

ATTESTED:

By_____,
City Clerk

7.3.10

Exhibit A

[Legal Description]

PARCEL ONE:

That portion of Lots 7 and 8, Block 43, City of Lincoln, included within the boundaries of the land shown and designated as Parcel 'B' of Parcel Map, filed for record in the Office of the Recorder of Placer County, California, on June 16, 1986 in Book 22 of Parcel Maps, page 100.

Containing 0.243 acres (10,574 square feet) , more or less.

PARCEL TWO:

An exclusive easement for ingress and parking purposes over, under and across that portion of Lots 7 and 8, Block 43, City of Lincoln, included within the boundaries of the land shown and designated as Area (Parcel) 'K' of Parcel Map, filed for record in the Office of the Recorder of Placer County, California, on June 16, 1986 in Book 22 of Parcel Maps, page 100.

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Joint Use Agreement between the City of Lincoln and the Western Placer Unified School District

AGENDA ITEM AREA:
Information/Action

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

Joint use agreement between the City of Lincoln and the Western Placer Unified School District for the Administrative building at 6th and F Streets.

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees approve the joint use agreement between the City of Lincoln and Western Placer Unified School District.

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7.4

JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FOR THE ADMINISTRATIVE BUILDING AT 6TH AND F STREETS

This Joint Use Agreement ("Agreement") is made and entered into this 14th day of February, 2006, by and between the City of Lincoln, a municipal corporation ("City"), and the Western Placer Unified School District, a political subdivision of the State of California ("District") (each a "Party" and collectively, the "Parties").

WHEREAS, the City and District mutually desire to jointly plan for the construction and use a public administrative building ("Administrative Building" or "Building") for use by City and District for administrative purposes;

WHEREAS, the Administrative Building is tentatively planned to consist of four floors totaling approximately 60,000 square feet of space with the City using the first, second, and third floors and the District using the fourth floor;

WHEREAS, the City and District believe that such a cooperative planning approach and use of the Administrative Building following construction by the City would be the best and most economical use of public funds;

WHEREAS, the District intends to convey to the City for the site of the Administrative Building, the District's property located at 630 Sixth Street in the City of Lincoln, consisting of approximately 10,571 square feet, said property more particularly described in Exhibit A attached hereto and incorporated herein by reference ("District Property");

WHEREAS, the City intends to acquire two adjoining parcels to the District Property for the site of the Administrative Building. One of these properties, referred to as the "Barber/Beauty Shop Property" at 648 Sixth Street, is more particularly described in Exhibit B attached hereto and incorporated herein by reference. The second of these properties, referred to as the "the Drennon Property" at 630 F Street, is more particularly described in Exhibit C attached hereto and incorporated herein by reference;

WHEREAS, the real property which will be the site of the Administrative Building will consist of the District Property, the Barber/Beauty Shop Property and the Drennon Property ("Property Site");

WHEREAS, the Parties intend to enter into an agreement providing for the sale by the District to the City of the Community Center located at 2010 First Street in the City of Lincoln, State of California ("Community Center"), consisting of approximately 5.2 acres;

WHEREAS, the City and the District desire to enter into this Agreement to work cooperatively to construct, maintain, and operate the joint use Administrative Building on the terms and conditions set forth below; and

WHEREAS, the City intends to finance the costs of the Administrative Building and the Property Site by entering into a trust agreement, a site lease and a project lease (collectively, the "Bond Documents"), and the issuance of lease revenue bonds (the "Bonds") pursuant to the aforesaid trust agreement.

NOW, THEREFORE, in consideration of the promises herein, the Parties agree as follows:

1. Effective Date. This Agreement is contingent upon approval by the governing boards of the City and District. This Agreement will become effective on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.

2. Term. The term of this Agreement shall continue for 55 years after the issuance of the Certificate of Completion for the Administrative Building, and as may be extended by the Parties. Following such initial term, the Agreement shall remain in full force and effect so long as the Parties maintain and operate the Administrative Building in accordance with this Agreement; provided, however, that this Agreement may be terminated after such initial term by either Party giving 365 days or more prior written notice to the other Party.

3. Contingencies. This Agreement is contingent upon the following:

(a) District conveying the District's Property to the City on or before June 30, 2006.

(b) City acquiring title to the Barber/Beauty Shop Property on or before June 30, 2006.

(c) City acquiring title to the Drennon Property on or before June 30, 2006.

(d) Western Placer Unified School District Financing Corporation conveying the Community Center to the City on or before April 1, 2006.

In the event that any of these contingencies in this Section 3 are not satisfied, then this Agreement shall terminate and have no further force and effect.

4. City's Duty to Construct Administrative Building. City shall be responsible for developing and constructing the Administrative Building on the Project Site in accordance with the plans and specifications prepared by Williams & Paddon, Architects & Planners, Inc., and approved by City, after consultation with the District. City shall consult with District to ensure that the plans and specifications meet the District's needs and satisfy any applicable legal requirements.

5. Project Site and Ownership of Administrative Building. Title to the Project Site and Administrative Building shall be and remain in the name of the City. Upon termination of this Agreement, title to the Project Site land and the Administrative Building shall remain in the City. As owner of the Administrative Building, City shall be

responsible for the operation and maintenance of the Administrative Building, subject to the terms and conditions of this Agreement.

6. Use of Administrative Building. City grants the District the right to use the fourth floor of the Administrative Building for office purposes, provided the District complies with the terms and conditions of this Agreement, including, but not limited to, the obligation of the District to pay its respective share of the Project Costs as provided in Section 10 and Operation and Maintenance Costs as provided in Section 11 of this Agreement and the District's share of the payments to the Capital Maintenance and Replacement Fund as provided in Section 12, if such a fund is created. If the design of the building is changed such that there is no fourth floor, District shall pay a pro-rata share of the Costs described in this section based on the percentage of the building occupied by District for its use.

City and District representatives shall meet no less than quarterly to schedule use of common facilities in the Administrative Building, including, but not limited to, employee break area, training room, and storage areas.

Notwithstanding any contrary provision of this Agreement, District agrees that all rights granted to it hereunder to use and/or occupy the Administrative Building are subject to the rights and remedies of the owners of the Bonds, any insurer of the Bonds, and the trustee for the Bonds under the Bond Documents.

Other than as set forth in this Agreement, District shall have no liability, obligation, or responsibility for repayment of any amounts financed by the trust, site lease, and project lease (the Bond Documents) or the issuance of the lease revenue bonds pursuant to the Bond Documents.

7. Breach. Failure by the District to pay its respective share of the Project Costs as provided in Section 10 and Operation and Maintenance Costs as provided in Section 11 of this Agreement or the District's share of the payments to the Capital Maintenance and Replacement Fund as provided in Section 12 , if such a fund is created, constitutes a breach of a material term of this Agreement. If District fails to pay its share of the costs or payments within ninety (90) days following written notice from the City, District shall be considered in default. After the occurrence of a default, notwithstanding the terms of this Agreement, City may exclude District from the Administrative Building and the City may use the entire Administrative Building for any City purpose until the breach is cured by District. This right to cure will expire at the end of the 24th month following written notification of the default.

8. Sharing of Project Costs. The District and City agree to share, on a one-fourth-three-fourth basis, with the District's share being one-fourth, and the City's share being three fourths, all of the costs related to the construction of the Administrative Building, including, but not limited to, land acquisition, tenant relocation, demolition and clearing, design, architectural and construction management, development, and construction ('Project Costs"). Land acquisition costs shall include all costs related to acquiring the District's Property, the Barber/Beauty Shop Property and the Drennon Property, and any other property needed for the Project, including, but not limited to, land costs,

appraisal costs, and if condemnation is necessary, reasonable attorney's fees and court costs.

9. District Credit Toward Project Costs. District shall receive a credit toward the District's share of the Project Costs for (a) the value of the District's property which is agreed to be $410,000 and (b) the purchase price of the Community Center which is $6,135,000. In no event will the District be credited more than its one-fourth share of the Project Costs.

10. Payment of Project Costs. Following the completion of the construction of the Administrative Building, City shall notify the District in writing of the total Project Costs including an accounting of the Project Costs, the amount of the credit the District received for the District's Property and Community Center, and the amount owed by the District in accordance with the proportions specified in Section 8. District shall reimburse City within sixty (60) days of the receipt of the total Project Costs of any amount owing. If District owes a reimbursement to City pursuant to this Section, City shall consult with its bond counsel, at its own expense, as to the use of such reimbursement proceeds. District shall not be entitled to a refund if its credits under Section 9 exceed its share of Project Costs.

11. Operation and Maintenance. The District and City agree to share the costs of the operation and maintenance of the Administrative Building on a one-fourth-three-fourths basis, with the District's share being one-fourth and the City's share being three-fourths. Operation and maintenance costs shall include, but not be limited to, facility costs, equipment and supplies costs, insurance, repair maintenance and replacement, utilities, capital maintenance, capital costs, janitorial, security, site ground maintenance, equipment maintenance costs, taxes, assessments or other governmental charges ("Operation and Maintenance Costs"). Notwithstanding the above, each Party may purchase, own, and use its own furnishings, furniture and equipment. The City will prepare and send a monthly invoice to the District for its respective share of the Operation and Maintenance Costs in accordance with the proportions specified above. The District shall make payment to the City within thirty (30) days of receipt of such invoice.

12. Capital Maintenance and Replacement Fund. The City shall have the authority to establish a fund to be used for the maintenance and replacement of the capital components of the Administrative Building and Project Site, including major capital components such as roofing and the HVAC system. If the City establishes such a fund, City will send an annual invoice to the District for its share of the annual payments to the fund in accordance with the proportions specified in Section 11. The District shall make payment to the City within sixty (60) days of receipt of such invoice. However, if any capital component paid for from this fund is purchased or leased during the last ten (10) years of this lease, District's obligation for that component shall be prorated based on the years remaining in this Agreement and the estimated life of the component. For example, if HVAC is replaced with two (2) years remaining in this Agreement, and its anticipated useful life expectancy is twenty (20) years, District would be liable for one-fourth of two-twentieths of the cost.

13. Security Deposit. The District shall not be required to provide any security deposit for its use and occupancy of the property.

14. Permitted Use. The District shall be allowed to utilize its space in the Administrative Building for any and all purposes and activities normally carried out by a public school district. Notwithstanding any contrary provision of this Agreement, District shall not utilize its space in any manner nor take any action that will cause the tax-exempt status of the interest on the Bonds to be lost or jeopardized.

15. Parking. Employee parking spaces will be available for City and District employees and visitors at the parking lot at the northeast corner of Sixth and F Streets. It is anticipated that it will be necessary in the future to construct a parking garage that will replace this parking lot. When this becomes necessary, City and District representatives will negotiate an equitable sharing of the cost of the new parking structure.

16. Appurtenant Rights. District is granted the right at all times during the term of this Agreement to the non-exclusive use of the main lobby of the building, common corridors and hallways, stairwells, elevators, restrooms, and any public or common areas located in the building. Likewise, the City shall have the right at all times during the term of this Agreement to the non-exclusive use of the common corridors and hallways, stairwells, elevators, restrooms, and public or common areas, including conference and training rooms located on the fourth floor of the building.

17. Early Access. District shall be entitled to access to the premises prior to occupying the premises for the purpose of installing District's systems, furniture, telecommunications, cabling, and other fixtures and equipment.

18. Hazardous Material Indemnification. City and District shall indemnify, defend, at that party's sole expense and with counsel reasonably acceptable to the other party and hold harmless, the other party and the other party's officers, employees, agents and successors with respect to all losses arising out of or resulting from the release of any hazardous material in or about the premises or the building, for the violation of any environmental law, by that party or that party's agents, assignees, subleasee, contractors, or invitees. This indemnification includes all losses, costs of characterization, cost of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions, damages, and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or termination of this Agreement.

19. Definition of Hazardous Material. As used in this Agreement, the term hazardous material shall mean any hazardous or toxic substance, material or waste, or any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the building.

20. Utilities and Services. City shall provide the following utilities and services to District during the term of this Agreement. District shall pay City twenty-five percent (25%) of the cost of providing these utilities and services for the entire building.

- Heating and Air Conditioning
- Electricity
- Water
- Janitorial Services
- Elevator Service
- Sewer
- Trash Collection and Disposal
- Building Maintenance and Repair

21. City's Consent to Installations/Alterations. District shall not make any installations/alterations to the fourth floor of the Building without the prior written consent of City which consent shall not be unreasonably withheld.

21.1 Consent Procedure. District shall request such consent for installations/alterations by written notice to City which must be accompanied by the plans and specifications for the proposed work. City shall either give or withhold this consent within thirty (30) days following receipt by City of District's request for consent. If City fails to give or withhold its consent in writing within said thirty (30) day period, City shall be deemed to have given its consent to the proposed installation/alteration. If City has actual knowledge that a proposed alteration for which the City's consent has been requested results in Additional Required Work (as defined in paragraph 21.2), City shall notify District in writing of that fact when City grants or withholds its consent to the proposed alteration.

21.2. Reasonable Consent. City shall not unreasonably withhold or delay its consent to proposed installations/alterations. The installations/alterations for which City may reasonably withhold consent include those that would or could:

(a) Affect the structure of the Building or any portion of the Building other than the interior of the Building;

(b) Affect any of the systems or equipment of the Building including plumbing, heating, ventilation and air conditioning, electrical, fire/life-safety, elevator, and security systems;

(c) Result in City being required under law or order to perform any work that City could otherwise avoid or defer (Additional Required Work), unless District agrees in writing to pay for the entire cost of the design and construction of the Additional Required Work;

(d) Result in a material increase in the demand for utilities or services that City is required to provide unless District agrees to pay the additional costs; or

(e) Cause an increase in the premiums for hazard or liability insurance carried by City, unless District agrees to pay the amount of the increase in premiums.

21.3. Consultation Regarding Installations/Alterations. In the event District does obtain approval for alterations, the parties shall consult on a manner of construction, payment for the alterations, construction insurance, ownership of the alterations, and any other relevant issues.

21.4 Telecommunication Installations. Notwithstanding the provisions of Section 21, provided the telecommunication equipment is installed in existing conduits, District, at its cost, may install, or cause a carrier, vendor, or other operator selected by District and acceptable to City to install, maintain, and operate telecommunication equipment and related wires, cables and conduit required by District during the term of this Agreement. District shall at its sole cost and expense obtain any and all permits, authorizations, and certificates required for such installation.

Telecommunication installations outside existing conduits shall require City consent pursuant to Section 21.

22. City's Access to District's Portion of the Building. In the case of an emergency, City's agents may enter the District's permitted use of the Building (i.e, the fourth floor) without any advance notice when necessary to address the emergency situation. If City makes such an emergency entry when no authorized representative of District is present, City shall provide telephone notice to District as soon as reasonably possible within 24 hours after that entry and shall take reasonable steps to secure the premises until a representative of the District arrives at the premises.

23. Signs. District may, at its sole expense, upon written approval of the City which approval shall not be unreasonably withheld, install identification signs anywhere in the Building, including the elevator lobby of the Building so long as that sign is in keeping with the quality, design, and style of the Building and is consistent with the sign program adopted for the Building.

24. Indemnification/Hold Harmless/Defend. Each Party shall indemnify and hold harmless and defend the other Party's officers, agents or employees, from any and all liability, damages, costs, or expense that arise in any way by the act or omission of said indemnifying Party, its officers, agents or employees under this Agreement. The clauses of this section shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

25. Insurance. The Parties will provide the insurance as set out in this Section 25.

(a) General Liability Insurance. Each Party will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of $1,000,000 arising from any one occurrence and a $2,000,000 general aggregate limit. Such insurance shall name the other Party,

its officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

(b) Fire and Extended Coverage Insurance. The City will procure and maintain or cause to be procured and maintained insurance on the Administrative Building with responsible insurers in an amount equal to the full replacement costs of the Administrative Building and the property located in the Administrative Building, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Administrative Building) as the City deems advisable or necessary and as usually covered in connection with facilities similar to the Administrative Building. Such insurance shall name the District, its officers and employees as additional insureds by endorsement. In particular, the City will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Administrative Building, its improvements and alterations, fixtures, furniture, furnishings, and other property of the Administrative Building, to the extent of a least 100% of the full replacement value thereof.

(c) Insurance Proceeds. In the event of any damage to or destruction of the Administrative Building caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Administrative Building and the fixtures and personal property of the Administrative Building, including, without limitation, furniture and furnishings. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Administrative Building shall be free and clear of all claims and liens.

(d) Additional Replacement Costs. In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Administrative Building, the City and District agree to meet and confer to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Administrative Building.

(e) Insurance Coverage Review Process. Not more frequently than once every three years, if in the opinion of any of the Parties the amount of insurance coverage for each Party required by this Section 25 is at that time not adequate, each Party will consider increasing its insurance coverage as reasonably requested by the other Party.

(f) Self-Insurance and Pooled Risk. Any insurance required to be maintained pursuant to this Section 25 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Administrative Building.

(g) Insurance Premiums. Pursuant to Section 11 of this Agreement, any premiums incurred by the City in procuring said insurance as required by Section 25(b) for the Administrative Building will be included as part of the Operation and Maintenance Costs and shared by the Parties in the proportions provided in Section 11.

(h) Certificates of Insurance. Upon request, each Party shall provide the other Party with written evidence of the insurance required in this Section 25 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Party as an additional insured by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the City and District, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

(i) Waiver of Subrogation. The City and District hereby release and relieve the other, and waive its entire rights of recovery against the other for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Parties, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Administrative Building and the Administrative Building site and to the fixtures, personal property, and alterations in or on the Administrative Building and the Administrative Building site, whether due to the negligence of the City, the District, or their officers, agents, employees, contractors and/or invitees. The City and District, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

(j) In the event that additional insurance requirements are necessary because of the Bonds, the parties agree to provide for said insurance and to share the costs for any such insurance pursuant to Section 11.

26. Eminent Domain. If all or any part of the Administrative Building shall be taken by eminent domain proceedings, the proceeds of any eminent domain action shall be applied in the manner required under the Bond Documents, and if any such proceeds then remain, District shall receive one-fourth and the City three-fourths of the proceeds.

27. Withdrawal. The District may withdraw from this Agreement, provided it gives City at least 365 days' prior written notice. District shall not be entitled to any reimbursement for payments it has made pursuant to this Agreement.

28. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. No Party may assign any right or obligation under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld.

29. Voluntary Agreement. The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement, have consulted with their own

legal counsel, know and understand the contents of this Agreement, and each Party signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms.

30. Public Agency Authority. Each Party signing this Agreement represents and warrants that said Agreement is executed in compliance with a resolution of the governing entity of said public agency, duly adopted by said governing entity, which action shall be reflected in the minutes of the governing entity referred specifically to the resolution number in this Agreement, and affirms and said public agency deems this Agreement to be in furtherance of the general welfare of the constituents of said public agency. Any individual signing this Agreement on behalf of the public represents and warrants that he/she has full authority to do so.

31. Notice. For notices required to be given under the terms of this Agreement, or communications as otherwise necessary to effectuate the terms of this Agreement, such notice or communication shall be given in writing, by telecopier and certified United States mail, return receipt requested, postage prepaid or by personal service or overnight delivery service, with delivery fees prepaid. Such notice shall be deemed to have been duly given on the date of service, if served personally on the Party to whom notice is to be given, or on the second day after mailing, if mailed to the Party to whom notice is to be given, by certified mail, postage prepaid or on the day after dispatching by an overnight delivery service, with delivery fees prepaid, addressed as follows or to such other address as one Party may provide to the other Party, in writing:

City of Lincoln
City Manager
640 Fifth Street
Lincoln, CA 95648
Facsimile No. (916) 645-9502

Western Placer Unified School District
School Superintendent
810 J Street
Lincoln, CA 95648
Facsimile No. (916) 645-6356

32. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34. Severability. In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision of this Agreement.

35. Binding Effect. Subject to the restrictions contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective officers, administrators, representatives, successors, assigns and transferees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

City of Lincoln ("City")

By: _____
Gerald F. Johnson
City Manager

Dated: 2/21/06

ATTEST:

_____

Western Placer Unified School District ("School District")

By: _____
Roger Yohe
Superintendent

Dated: _____

ATTEST:

_____

EXHIBIT A

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE BOUNDARIES OF THE LAND SHOWN AND DESIGNATED AS PARCEL B OF PARCEL MAP, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, ON JUNE 16, 1986, IN BOOK 22 OF PARCEL MAPS, PAGE 100

APN: 008-135-017

PARCEL TWO:

AN EXCLUSIVE EASEMENT FOR INGRESS AND PARKING PURPOSES OVER, UNDER AND ACROSS THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE BOUNDARIES OF THE LAND SHOWN AND DESIGNATED AS PARCEL K OF PARCEL MAP, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, ON JUNE 16, 1986, IN BOOK 22 OF PARCEL MAPS, PAGE 100.

EXHIBIT B

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL "A" OF PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON JUNE 16, 1986 IN BOOK 22 OF PARCEL MAPS, AT PAGE 100, PLACER COUNTY RECORDS.

APN: 008-135-016

EXHIBIT C

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

LOT 6, BLOCK 43, AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "TOWN, NOW CITY OF LINCOLN", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON DECEMBER 19, 1892, IN BOOK "A" OF MAPS, PAGE 23 AND FILED MARCH 16, 1894, IN BOOK "A" OF MAPS, PAGE 22, OFFICIAL RECORDS.

APN: 008-135-004

7.4.14

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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
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.

AGENDA ITEM:

Approve Resolution 05/06.27 to Annex Territory to Community Facilities District No. 1 and to Levy a Special Tax to Pay for Certain Public Facilities.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 07, 2006

BACKGROUND:

The attached resolution begins the process to annex additional properties into the District's Community Facilities District No. 1. Two projects are represented in this annexation: DR Horton (113 homes) located in the Foskett Ranch subdivision and Signature Properties (472 homes) which is located on the old Aitken's Ranch west of Lincoln Crossing.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 05/06.27 to annex territory to Community Facilities District No. 1 and to levy a special tax to pay for certain public facilities.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 05/06.27

A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES (Annexation # 7)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), on December 9, 1991, approved Resolution No. 91/92.23 forming the Western Placer Unified School District Community Facilities District No. 1 ("CFD No. 1");

WHEREAS, the Board called a special election for January 7, 1992, at which the questions of levying a special tax, establishing an appropriations limit and incurring bonded indebtedness with respect to CFD No. 1 were submitted to the qualified electors within CFD No. 1;

WHEREAS, on January 7, 1992, the Board adopted Resolution No. 91/92.28 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

WHEREAS, the Board has determined, because of the proposed development of certain property within the District, to initiate proceedings for the annexation of such property to CFD No. 1 in accordance with the Act;

NOW, THEREFORE, THE BOARD HEREBY FINDS, DETERMINES, and ORDERS as follows:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this Board proposes and intends, that the Board annex certain territory to CFD No. 1. The territory to be annexed is described in a map entitled "Annexation Map #2006-2, Western Placer Unified School District, Community Facilities District No. 1991-1" which is on file with the Clerk of the Board. The Secretary of the Board is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD No. 1. The boundaries of the territory currently included in CFD No. 1 are described in maps entitled, Annexation Map #2006-1, Western Placer Unified School District, Community Facilities District No. 1991-1 recorded at Book 2 of Maps and Community Facilities District at page 13-9; Annexation Map #2005-1, Western Placer Unified School District, Community Facilities District No. 1991-1 recorded at Book 2 of Maps and Community Facilities District at page 13-8; Annexation Map #2003-2, Western Placer Unified School District, Community Facilities District No. 1991-1

recorded at Book 2 of Maps and Community Facilities District at page 13-7; Annexation Map #2003-1, Western Placer Unified School District, Community Facilities District No. 1991-1 recorded at Book 2 of Maps and Community Facilities District at page 13-6; "Annexation Map #2002-2, Western Placer Unified School District, Community Facilities District No. 1991-1," recorded at Book 2 of Maps of Assessment and Community Facilities District at page 13-5; "Annexation Map #1991-1 of Community Facilities District No. 1991-1," recorded at Book 2 of Maps of Assessment and Community Facilities District at page 13-2; and "Amended Map of District Boundaries, Community Facilities District No. 1, Western Placer Unified School District, County of Placer, State of California," approved by the Board in Resolution No. 91/92.14 and recorded on December 19, 1991, in Book 2 of Maps of Assessment and Community Facilities Districts at page 13-1 all in the office of the County Recorder of Placer County.

Section 3. Specification of Types of Public Facilities Provided. The types of public school facilities to be provided in the territory proposed to be annexed to CFD No. 1 are the same as those provided in the existing CFD No. 1 and are more particularly described in Exhibit A hereto (the "Facilities"). The cost of the Facilities includes the cost of planning, designing, inspecting, and constructing the Facilities, including the cost of environmental evaluations thereof; all costs associated with the creation of CFD No. 1 and annexation of territory to CFD No. 1, the subsequent issuance of bonds, the determination of the amount of any taxes, and the collection of taxes; all costs otherwise incurred in order to carry out the authorized purposes of CFD No. 1; and any other expenses incidental to the construction, completion, and inspection of the Facilities.

Section 4. Determination Regarding Demands for Facilities. In accordance with Government Code Section 53326(b), the Board finds and determines that the proposed public facilities are necessary to meet increased demands put upon the District as the result of new development occurring within the territory proposed to be annexed to CFD No. 1.

Section 5. Plan for Sharing Facilities in Common with Existing CFD No. 1. The public facilities that are financed and provided from taxes collected in CFD No. 1 will be used by residents of the current CFD No. 1 and residents of the territory proposed to be annexed (or shared between them) in accordance with the District's current attendance policies.

Section 6. Specification of Special Taxes to be Levied; No Alteration of the Special Tax Levied in the Existing Community Facilities District. Except where funds are otherwise available, a special tax sufficient to pay for all facilities to be provided in or for the territory to be annexed, including the payment of principal and interest on bonds proposed to be issued to finance such facilities, and secured by a continuing lien against all nonexempt real property in CFD No. 1, will be annually levied within the territory proposed to be annexed to CFD No. 1. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B hereto in sufficient detail to allow each landowner or resident within the territory proposed to be annexed to CFD No. 1 to estimate the maximum annual amount that such person will be required to pay. The maximum tax currently in effect in the existing CFD No. 1 will not be increased as a result of this annexation.

Section 7. Tax Subject to Election. The levy of the special tax shall be subject to the approval of the qualified electors of the territory proposed to be annexed to CFD No. 1 at a special election to be held in the District for such purpose.

Section 8. Property Acquired by Public Entity Not Exempt. Pursuant to Government Code Section 53317.3, a special tax shall be levied against all property that is not expressly exempt from the special tax and that is later acquired by a public entity.

Section 9. Taxation of Property Acquired by Eminent Domain. Pursuant to Government Code Section 53317.5, any special tax levied against property that is acquired by a public entity through eminent domain proceedings shall be treated as if it were a special annual assessment.

Section 10. Inclusion of Lands Devoted to Agricultural Uses. Pursuant to Government Code Section 53325.6, land within CFD No. 1 that is devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products will be benefited by the public facilities proposed to be provided within CFD No. 1.

Section 11. Levy of Special Tax on Possessory Interest Held by Non-Exempt Persons. Pursuant to Government Code Section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public entity, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 12. Notice of Hearing. NOTICE IS HEREBY GIVEN THAT Tuesday, April 18, 2006, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, in the regular meeting place of the Board, Lincoln High School – Performing Arts Building, 790 J Street, Lincoln, California, are fixed as the time and place when and where the Board will hold a public hearing to consider the annexation of such territory to CFD No. 1. At the hearing, the testimony of all interested persons or taxpayers for or against the annexation of territory to CFD No. 1 or the levying of special taxes within the territory proposed to be annexed will be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the Secretary of the Board before the time fixed for the hearing, and any written protests may be withdrawn, in writing, at any time prior to the conclusion of the hearing.

Section 13. Publication of Notice of Hearing. The Secretary of the Board shall publish a notice of the hearing twice in The Roseville Press Tribune and The Lincoln News Messenger, newspapers of general circulation in the territory proposed to be annexed to CFD No. 1. Publication shall be completed at least seven (7) days prior to the hearing.

Section 14. Content of Notice. Notice of the hearing shall be headed "Notice of Public Hearing," and shall contain:

(a) The text or a summary of this Resolution;

(b) The time and place of the hearing;

(c) A statement that at the hearing the testimony of all interested persons or taxpayers for or against the annexation of territory to CFD No. 1 or the levying of special taxes within the territory proposed to be annexed will be heard;

(d) A description and summary of the effect of protests made by registered voters or landowners against the annexation of territory to CFD No. 1, or the levying of special taxes within the territory to be annexed; and

(e) A description of the proposed voting procedure.

Section 15. Transmittal of Resolution to City and County. In accordance with Government Code Section 53315.6, the Secretary of the Board is hereby authorized and directed to transmit a certified copy of this Resolution to the City Council of the City of Lincoln and to the Board of Supervisors of the County of Placer.

Section 16. Effective Date. This Resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on this 7th day of March 2006 by the following vote of the Board of Trustees of the Western Placer Unified School District:

AYES:_____

NOES:_____

ABSENT:_____

ABSTAIN:_____

By: _____
President of the Board of Trustees
Western Placer Unified School District

ATTEST:

_____
Clerk of the Board of Trustees
Western Placer Unified School District

EXHIBIT A

DESCRIPTION OF PUBLIC SCHOOL FACILITIES

The types of facilities to be financed by CFD No. 1, to the extent financing is available, shall be as follows: the purchase, construction, expansion, improvement, and rehabilitation of any real and tangible property, including existing and new elementary and secondary schools sites, structures, and equipment and any other governmental facilities, such as administrative offices and equipment, that the Board is authorized by law to contribute revenue to, or construct, own, or operate, whether or not said facilities meet the building and cost area standards of the State Allocation Board, and provided that said facilities have a useful life of five years or longer.

The Board contemplates that the following specific facilities will be financed in whole or in part by bond proceeds but reserves its discretion to change this configuration to accommodate new development as it actually occurs:

1. The expansion of Glen Edwards School to a full sixth, seventh and eighth grade facility, including but not limited to the renovation of classrooms, the construction of multipurpose rooms and areas, and the construction of lockers and locker areas;

2. The construction and reconstruction necessary to increase the capacity of Lincoln High School to 1,200 students or such additional capacity as can be accommodated on the site to provide interim facilities when conditions of overcrowding exist;

3. The acquisition and construction of relocatable classrooms and support facilities for one elementary school (the "Starter School");

4. The acquisition of sites for and construction of eight elementary schools;

5. The acquisition of sites for and construction of two middle schools;

6. The acquisition of a site and construction of one high school for 1,600 students; and

7. The acquisition and construction of support facilities and equipment to meet the needs of students generated by any subdivision in CFD No. 1, including buses, bus storage facilities, maintenance facilities, warehouses, administrative offices and continuation schools.

EXHIBIT B - THE SPECIAL TAX FORMULA

WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
RATE AND METHOD OF APPORTIONMENT

1. DEFINITIONS

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, (Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code).

"Administrative Expenses" means the actual or estimated costs incurred by the District to determine, levy and collect the Special Taxes, including but not limited to salaries of District employees and the fees of consultants, corporate bond-paying agents, attorneys, fiscal agents, and bond trustees; the costs of collecting the Special Taxes; preparation of required reports; and any other costs required to administer the CFD.

"Annual Costs" means for each Fiscal Year, the total of (1) Debt Service for the calendar year commencing January 1 of such Fiscal Year through December 31 of the following Fiscal Year as well as any Debt Service not previously accounted for in the first six months of the Fiscal Year; (2) Administrative Expenses for the Fiscal Year; (3) any amounts needed to replenish bond reserve and sinking funds for bonds issued by the CFD to the level required under documents pursuant to which such bonds were issued; (4) an amount equal to actual or estimated delinquencies in Special Taxes for the First Fiscal Year in which the tax is levied and thereafter for the amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year; and (5) any pay-as-you-go expenses for Facilities for the Fiscal Year, including reasonable reserve and sinking funds for pay-as-you-go expenses and reimbursements to Landowners for formation costs.

"Annual Special Tax" means the Special Tax subject to levy on a Taxable Parcel on an annual basis.

"Annual Tax Revenues" means the amount of Annual Special Taxes to be levied each Fiscal Year to pay the Annual Costs.

"Auditor" means the Auditor for the County or his or her designee.

"Base Year" means the Fiscal Year starting July 1, 1990.

"Board" means the Board of Trustees of the Western Placer Unified School District when acting as the legislative body for the CFD under the Act.

"CFD" means Community Facilities District No. 1, Western Placer Unified School District, County of Placer, California.

"City" means the City of Lincoln, California.

"Classification Date" means the date ten days prior to the beginning of each Fiscal Year.

"County" means the County of Placer, California.

"Debt Service" means the total amount of principal, interest, reserve fund payments and sinking fund payments due for any bonds of the CFD.

"Developed Dwelling Units" means dwelling units for which building permits for Single-Family or Multi-Family residential use, or similar authorizations for Mobilehomes, have been issued by the City, the County, or any agency responsible for issuing similar authorizations for Mobilehomes.

"Developed Parcel" means a lot or Parcel in the CFD for which a building permit, use permit or a similar authorization for Mobilehomes has been issued for construction of any residential use. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification until the obligation to pay the Special Tax has been satisfied. The Board may reclassify Developed Parcels based on actual use when the reclassification would increase the Special Tax.

"District" means the Western Placer Unified School District.

"Dwelling Units" means (1) for Developed Parcels, the number of dwelling units indicated on the building permit, use permit, or similar authorizations for Mobilehomes; and (2) for Final Map Parcels, one unit per Single-Family Residential Parcel, or ten units per acre per Multi-Family Residential Parcel.

"Escalation Factor" means the construction cost index from the Engineering News Record, or any successor index selected by the Board, applied as a per Fiscal Year increase, compounded after the Base Year not to exceed a maximum of seven percent per year, to increase the Maximum One-Time Special Tax and the Maximum Annual Special Tax rates.

"Facilities" means those facilities described in Exhibit A to the MOU.

"Final Map Parcel" means a lot or Parcel shown on a recorded final map that is intended to be developed for any residential use and for which a building permit or use permit has not been issued.

"Fiscal Year" means the period beginning July 1 and ending the following June 30.

"Maximum Annual Special Tax" means the greatest amount of Annual Special Tax that can be levied on a Developed Parcel or a Final Map Parcel in any Fiscal Year.

"Maximum One-Time Special Tax" means the greatest amount of one-time Special Tax that can be collected with respect to a Developed Parcel in any Fiscal Year.

"Mobilehome" means a manufactured home or a mobilehome as defined in Sections 18007, 18008, and 18214 of the Health and Safety Code and which is to be used for residential purposes.

"MOU" means the Memorandum of Understanding, dated as of August 6, 1991, between the Landowner or Landowners and the District, and any amendments thereto.

"Multi-family Residential Parcel" means a Parcel with zoning permitting 11 or more residential units per acre.

"One-Time Special Tax" means a Special Tax Category 1, 2, or 3 subject to collection in the Fiscal Year that a Parcel becomes a Developed Parcel.

"Parcel" means a Parcel of land in the CFD designated on a map of the Placer County Assessor current as of the Classification Date and which has been assigned a discrete identifying number.

"Parcel Classification" means the placement of each Parcel into its respective classification as such Parcel existed on the Classification Date.

"Single-family Residential Parcel" means a Parcel with zoning permitting up to and including 10 residential units per acre.

"Special Tax(es)" mean(s) any tax levied or collected under the Act in the CFD.

"Special Tax Category" means a category prescribing the method of payment of the Special Tax. These payment methods are: One-Time Special Tax (Category 1), a combination of 50% One-Time Special Tax and 50% Annual Special Tax (Category 2), a combination of 30% One-Time Special Tax and 70% Annual Special Tax (Category 3), and Final Map Parcels Annual Special Tax (Category 4). These categories are shown on Attachment 1 which is attached hereto and incorporated herein.

"Subdivision" shall have the same meaning as used in Section 53341.5 of the Act.

"Superintendent" means the Superintendent of the District or his or her designee.

"Tax Collection Schedule" means a document to be prepared annually by the Superintendent for use by the Auditor in collecting the Annual Special Taxes each Fiscal Year.

"Taxable Parcel" means any Final Map Parcel or Developed Parcel that is not exempt from Special Taxes as a Tax-Exempt Parcel or as an Undeveloped Parcel.

"Tax-Exempt Parcel" means any Parcel that is exempt from Special Taxes under the Act. Taxable Parcels that are acquired by a public entity after the CFD is formed shall remain subject to the applicable Special Tax pursuant to Sections 53317.3 and 53317.5 of the Act.

"Undeveloped Parcel" means a Parcel with residential zoning within the boundaries of the CFD which is not classified as a Final Map Parcel or Developed Parcel. No Undeveloped Parcel shall be levied a Special Tax until such time as it becomes a Taxable Parcel.

2. BASIS OF SPECIAL TAX LEVY

A Special Tax applicable to each Taxable Parcel included within the boundaries of the CFD shall be levied and collected annually according to the tax rate and apportionment set forth in the initial ordinance and annual resolution of the Board adopted pursuant to the procedures set forth in the Act and in accordance with the terms and conditions set forth herein.

3. DETERMINATION AND CLASSIFICATION OF PARCELS SUBJECT TO SPECIAL TAX

The Special Tax shall be levied on Taxable Parcels within the CFD determined as of the Classification Date. As a general rule, the land use code assigned to the Parcel by the Assessor of Placer County will be used to determine Parcel Classification. If the land use code assigned by the Assessor is questioned by the Superintendent or the taxpayer, the District may assign an appropriate code based on its review of the status of the property. Such review may include reference to development agreements, recorded final maps, building permits issued, and other changes in development status.

The Superintendent shall prepare a list of the Parcels subject to the Special Tax using the records of the County Assessor and other relevant records examined or maintained by the District. Upon direction of the Board, and prior to the adoption of an ordinance or resolution levying the tax, and in any event on or before the date specified in the Act for adopting such ordinances and resolutions, the Superintendent shall use the definitions contained herein to classify Parcels as follows:

a. Each Parcel is to be classified as a Tax-Exempt Parcel or a Taxable Parcel;

b. Each Taxable Parcel is to be classified as a Developed Parcel or a Final Map parcel;

c. Each Developed Parcel is to be classified as a Single- or Multi-Family Residential Parcel and is to be assigned an appropriate number of Dwelling Units;

d. Each Single- and Multi-Family Residential Final Map Parcel is to be classified as being part of a Final Map Parcel and assigned an appropriate number of single-family and multi-family Dwelling Units.

4. ESCALATION FACTOR

The Maximum Annual Special Tax and the Maximum One-Time Special Tax shall be adjusted at the beginning of each Fiscal Year by the Escalation Factor not to exceed 7% percent in any one year. This adjustment shall be a percentage equal to the inflation rate for the prior year for construction costs as determined by the Superintendent. The Superintendent's determination shall be based upon the Engineering News Record, Construction Cost Index as of the December 1 prior to the Classification Date. The index source may be changed by the Board at any publicly noticed meeting. The Maximum Special Tax rate for a Taxable Parcel shall become fixed for the duration of the CFD in the Fiscal Year a Parcel becomes a Developed Parcel.

5. ELECTION OF SPECIAL TAX CATEGORY AND ASSIGNMENT OF MAXIMUM SPECIAL TAX RATES

a. The Election of A Special Tax Category 1, 2, or 3.

Within ten (10) calendar days after filing a final map, an application for a use permit, the close of escrow for a Mobilehome or the approval for occupancy of a Mobilehome, whichever occurs first, the owner or owners of record of the Parcel at the time of filing the election described herein shall file with the Superintendent an election as to which Special Tax Category shall be applicable to the Parcel, or in the case of a final map, to all of the Parcels in the Subdivision. The Special Tax Categories to which this election applies are Categories 1, 2, and 3.

If a timely election is not received by the Superintendent, the election of Special Tax Category 3 shall have been deemed to have been made.

In the discretion of the Board, an election may be changed before the Classification Date for the Fiscal Year in which the election was made, if such a change would not adversely effect the purposes for which the CFD was established. Elections received by the Superintendent after the Classification Date for the Fiscal Year and before July 1 of the Fiscal Year, shall be treated as elections made in the following Fiscal Year.

When an election is received, the Superintendent shall provide the person filing the election with a certificate of election stating the date the election was received and the Special Tax Category elected. The certificate of election shall state the name or names of the owners of record at the time of the election, the assessor's parcel numbers, and if available, the common street address, for the Parcels to which the election applies and such other information at the Superintendent deems desirable. The Superintendent shall retain a copy of the certificate of election at the District's office.

b. Assignment of Maximum Special Tax Rates.

The Maximum Annual Special Tax rates and the Maximum One-Time Special Tax Rates shall not exceed the rates per Dwelling Unit in the Base Year as shown in Attachment 1 hereto and as adjusted annually by the Escalation Factor. The Maximum Annual Special Tax rate and the Maximum One-Time Special Tax rates for a Developed Parcel becomes fixed for the duration of the CFD in the Fiscal Year a Parcel becomes a Developed Parcel. Parcels becoming Developed Parcels after the Classification Date for the Fiscal Year and before July 1 of the Fiscal Year, shall be treated as having become Developed Parcels in the following Fiscal Year.

The Maximum Annual Special Tax rates for Final Map Parcels shall not exceed the rates per Dwelling Unit in the Base Year as shown in Attachment 1 hereto and as adjusted annually by the Escalation Factor.

c. Duty to Maintain Records.

The Superintendent shall maintain records for each Parcel showing the date a Parcel became developed, the number and type of dwelling units in the Parcel, the Maximum Annual

Special Tax rate for each unit, and the amount, if any, of the Maximum One-Time Special Tax rate paid with respect to each Dwelling Unit in the Parcel.

The Superintendent shall also maintain records showing the date and amount of each Annual and One-Time Special Tax payment per Dwelling Unit so that it may be determined when a unit has paid the tax for thirty (30) years and is no longer subject to the Special Tax pursuant to Section 8 hereof.

6. COLLECTION OF ONE-TIME SPECIAL TAX

The One-Time Special Tax (Categories 1, 2, and 3) must be paid prior to obtaining Developed Parcel status. Payment shall be made to the Superintendent by cashier's check or certified check payable to the CFD, and the Superintendent shall issue a receipt for payment of the One-Time Special Tax showing the date and amount of payment per Dwelling Unit per Parcel. Failure to pay in a timely manner shall mean that the Parcel is subject to the 30% One-Time Special Tax and 70% Annual Special Tax Category 3. If the 30% One-Time Special Tax is not paid in a timely manner, the Superintendent shall include the amount of the 30% One-Time Special Tax on the next Tax Collection Schedule, and the tax shall be levied and collected as an Annual Special Tax for the applicable Fiscal Year. Parcels to which an election of Special Tax Category 1 applies will not be subject to the Annual Special Tax if the One-Time Special Tax has been collected on or before the Classification Date. Parcels to which an election of Tax Category 2 applies will only be subject to the 50% Annual Special Tax Category 2 if the 50% One-Time Special Tax has been collected on or before the Classification Date. Otherwise, such Parcels shall be subject to the Annual Special Tax applicable to Final Map Parcels, or if they have obtained developed status without timely payment of the One-Time Special Tax to the Special Tax Category 3.

7. APPORTIONMENT, LEVY AND COLLECTION OF ANNUAL SPECIAL TAXES

The Annual Special Tax rate applicable to each Taxable Parcel in the CFD on the Classification Date shall be established annually by the Board as follows:

a. The Superintendent shall calculate the Annual Costs.

b. The Superintendent shall calculate the projected Maximum Annual Special Tax revenues available from Developed Parcels by multiplying the applicable Maximum Annual Special Tax rate Parcel by the applicable number of Dwelling Units on each Developed Parcel.

c. If the total of the amount of revenue calculated in Step b is greater than the Annual Costs, the Superintendent shall reduce the Annual Special Tax rates applicable to Developed Parcels by equal proportions until the Annual Special Tax on Developed Parcels produces Annual Tax Revenue equal to the Annual Costs.

d. If the total of amount of revenue calculated in Step b is less than the Annual Costs, the Superintendent shall calculate the Annual Special Tax rates applicable to Dwelling Units designated in Final Map Parcels within the CFD by equal proportions until the Annual Special Tax on Developed Parcels and Final Map Parcels produces Annual Tax Revenues equal to the Annual Costs. In this step, the Special Tax rate applicable to Final Map Parcels will be levied as necessary until the tax on Final Map Parcels and Developed Parcels produces Annual Tax Revenues equal to the Annual Costs or until the Maximum Annual Special Tax rate applicable to Dwelling Units designated on Final Map Parcels is reached.

The Superintendent shall prepare the Tax Collection Schedule for each Parcel based on the above method of apportionment and present it to the Board so that the Board may levy the Annual Special Taxes. After the Board has levied the Annual Special Taxes, the Superintendent shall deliver the Tax Collection Schedule, as approved by the Board, send it to the Auditor, requesting that the Annual Special Taxes be placed on the secured property tax rolls for the current Fiscal Year. The Tax Collection Schedule shall be delivered not later than the date required by the Auditor and the Act for such inclusion.

The Superintendent shall make reasonable efforts to correctly assign the Annual Special Tax rates and calculate the annual tax liability for each Taxable Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the rate and classification of the Parcels and Dwelling Units subject to the Special Tax.

8. TERMINATION OF THE SPECIAL TAX

a. Payment of Annual Tax for Thirty Years.

Until a Notice of Cessation or Addendum dissolving the CFD is filed as described below, the Superintendent shall delete from the Tax Collection Schedule all Parcels for which the Annual Special Taxes have been paid for more than thirty (30) full Fiscal Years on a cumulative basis.

b. Termination Per Parcel Paying One-Time Special Tax.

In the event the Special Tax Category 1 has been prepaid and permanently satisfied with respect to a Parcel, the Board shall record a Notice of Cancellation of Special Tax Lien as to that Parcel pursuant to Section 53344 of the Act. The Notice of Cancellation of Special Tax lien shall identify with particularity the Special Tax which has been prepaid and permanently satisfied, the book and page number in the records of the county recorder where the Notice of Special Tax Lien being canceled is recorded, shall contain the legal description and assessor's parcel number of the particular Parcel of land subject to the lien, and shall contain the name of the owner of record of the Parcel. The Board may specify a charge payable by the owner of record for the preparation and recordation of this notice.

c. Dissolution of CFD and Recording Addendum to Notice of Special Tax Lien.

The Board may, by ordinance, dissolve the CFD by making all of the determinations required by Section 53338.5 of the Act. These determinations are that the CFD is not obligated to pay any outstanding debt and the authorization for the CFD to levy the Special Tax has ceased.

Upon dissolving the CFD, the Board shall cause an addendum to be recorded to the Notice of Special Tax Lien recorded pursuant to Section 3114.5 of the Streets and Highways Code which shall state that the CFD and all associated liens, if any, have been dissolved. The District shall be liable for any outstanding debt discovered to exist after the dissolution of the CFD.

9. APPEALS AND INTERPRETATION PROCEDURE

Any taxpayer subject to the Special Taxes claiming that the amount or application of the Special Taxes has not been properly computed may file a notice with the Superintendent appealing the levy or collection of the Special Taxes. The Superintendent will promptly review the appeal and, if necessary, meet with the applicant and decide the appeal. If the findings of the Superintendent verify that the tax should be modified or changed, the Tax Collection Schedule shall be corrected if necessary and if applicable, a refund shall be granted in accordance with Section 10 hereof. Any dispute over the decision of the Superintendent shall be referred to the Board and the decision of the Board with respect to the Special Tax shall be final.

Interpretation may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, the application of the method of apportionment, the classification of Parcels, or any definition applicable to the CFD.

10. CLAIM FOR REFUND

All claims for refund of Special Taxes collected on behalf of the CFD shall be filed with the Superintendent not later than one year after the date the Special Tax has been paid to the County or to the Superintendent on behalf of the CFD in cases where the tax is not collected by the County. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the Board as a prerequisite to the claimant bringing suit thereon. Pursuant to Government Code section 935(b) the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

The Board acting on its own behalf and on behalf of the CFD shall respond to a timely claim within the time period required and in the manner specified by Government Code section 912.4 and 912.6. Should said sections be amended or repealed, they shall apply according to their terms in effect on July 1, 1990.

The procedure described herein shall be the exclusive procedure for claimants seeking a refund of Special Taxes.

11. COLLECTION OF SPECIAL TAX

The Annual Special Tax shall be collected each year upon the applicable Assessor's Parcels in the CFD in the same manner as ordinary ad valorem property taxes are collected and any One-Time Special Tax shall be paid in accordance with Section 5 and 6 hereof; provided, however, that the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. All Annual Special Taxes shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The Board shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the Auditor of the County of Placer for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. The Special Tax shall be levied and collected only so long as it is needed to finance the purchase, construction, expansion, improvement or rehabilitation of the Facilities and authorized costs and expenses. In the event of a delinquency, the CFD will pursue foreclosure in a timely manner.

12. ANNEXATION OF TERRITORY

Any territory to be annexed to the CFD shall, in addition to payment of Special Taxes at the rates set forth above, be subject to payment of any costs incurred by the CFD and District in conducting the annexation process and such additional tax within the territory to be annexed as may be necessary to compensate for the interest and principal previously paid by the existing community facilities district; provided that in no event shall the additional tax authorized herein be allowed to exceed the Maximum Annual Special Tax and the Maximum One-Time Special Tax applicable to the Parcels being annexed.

Resolution No. 05/06.27

ATTACHMENT 1 TO RATE AND METHOD OF APPORTIONMENT
Western Placer Unified School District CFD No. 1
Base Year Maximum Special Tax Rates by
Special Tax Category
(2005-2006 Year) (1)

SPECIAL TAX CATEGORY - DEVELOPED PARCELS (2)

1. ONE-TIME TAX ONLY

Unit Type: (5)	Single Family	Multi-Family
One-Time Special Tax (4)	See Calculation #1	
Annual Special Tax (5)	$ .00	$ .00

Calculation #1

Number of Square Feet of Home[6] x $5.03 = Total Mitigation Fee

2. ANNUAL TAX & 50% ONE-TIME TAX

Unit Type: (5)	Single Family	Multi-Family
One-Time Special Tax (4)	See Calculation #2a	
Annual Special Tax (5)	See Calculation #2b	

Calculation #2a

Sq. Ft. of Home[6] x $5.03 (= Mitigation Fee) - 50% = One-Time Tax

Calculation #2b

Total Mitigation Fee - 50% x .124 = Annual Tax

3. ANNUAL TAX & 30% ONE-TIME TAX

Unit Type: (5)	Single Family	Multi-Family
One-Time Special Tax (4)	See Calculation #3a	
Annual Special Tax (5)	See Calculation #3b	

Calculation 3a

Sq. Ft. of Home[6] x $5.03 (= Mitigation Fee) - 30% = One-Time Tax

Calculation 3b

Total Mitigation Fee - 30% x .124 = Annual Tax

7.5.16

Resolution No. 05/06.27
SPECIAL TAX CATEGORY - FINAL MAP PARCELS (3)

4. ANNUAL TAX ONLY

Unit Type: (5)	Single Family	Multi-Family
One-Time Special Tax (4)	$ .00	$ .00
Annual Special Tax (5)	See Calculation #4	

Calculation #4

Sq. Ft. of Home[6] x $5.03 (= Mitigation Fee) x .124 = Annual Tax

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Notes: These notes are brief summaries and must be read in the context of the Rate and Method of Apportionment.

(1) Tax rates will be escalated annually. This adjustment shall be a percentage equal to the inflation rate for the prior year based on the "Engineering News Record" construction cost index or a successor index. The Maximum Special Tax rates for Developed Parcels is frozen at the time the Parcel becomes developed.

(2) The Special Tax Category payment method on Developed Parcels must be elected, e.g. within ten (10) days of recording a subdivision's final map. However, the Developed parcel's annual or One-Time Special Tax rates are not levied until the building permit or use permit stage, whichever occurs first. Failure to make a timely election means the Parcel will be subject to the Annual Tax (Category 3).

(3) Final Map Parcels are subject to an annual tax rate per Dwelling Unit only if the Maximum Annual Special Tax revenue from all Developed Parcels does not cover the Annual Costs.

(4) The One-time Special Tax Category 1 and 2 is to be paid prior to issuance of a building permit or use permit. Failure to pay means the Parcel will be subject to the Annual Special Tax Category 3.

(5) The tax is levied and collected per Dwelling Unit, not per Parcel.

(6) The square footage of any house is capped at 2200 sq. ft. for this calculation

7.5.17

Resolution No. 05/06.27

CERTIFICATION

I, _____, Clerk of the Board of Trustees of the Western Placer Unified School District, Placer County, State of California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on March 7, 2006, of which meeting all the members of the Board had due notice at which a majority thereof were present. At the meeting the resolution was adopted by the following vote:

AYES: _____

NOES:_____

ABSENT:_____

ABSTAIN:_____

The agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the offices of the District at 810 J Street, Lincoln, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I have carefully compared the foregoing copy of the resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at the meeting and entered in the minutes.

Date:_____,2006

_____
Clerk of the Board of Trustees
Western Placer Unified School District

7.5.18

WESTERN PLACER UNIFIED SCHOOL DISTRICT

FINANCING CORPORATION

BOARD OF DIRECTORS

March 7, 2006

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK*
LIST 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential. ____ (UP) ____ & 2. Fosters a safe, caring environment where individual differences are valued and respected. ____ Mission Statement ____ 3. Provide facilities for all district programs and functions that Stewart ____ are suitable in terms of function, space, cleanliness and attractiveness. Noyes ____ 4. Promote the involvement of the community, local government, business, service organizations, etc. as partners Leaman ____ in the education of our students. ____ 5. Promote student health and nutrition in order to enhance readiness for learning. ____	Complies with Board Policy Complies with Site Plan Complies with Governance Management Document Complies with Funding Sign-Off by J. Personnel Sign-Off by B. Program Sign Off by S. SBLT Involvement Complies with Board Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Sales Agreement on the Community Center and 5.233 acre parcel

AGENDA ITEM AREA:
Information/Action

REQUESTED BY:
Jay Stewart,
Treasurer

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

Approval of sales agreement on the Community Center and the 5.233 acre parcel from the Western Placer Unified School District Financing Corporation to the City of Lincoln

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees approve the sales agreement from the Western Placer Unified School District Financing Corporation.

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AGREEMENT OF PURCHASE AND SALE

This Purchase and Sale Agreement is made and entered into on this ___ day of _____, 2006, by and between the City of Lincoln, a municipal corporation ("City"), and Western Placer Unified School District Financing Corporation, a California public benefit nonprofit corporation ("District") (each a "Party" and collectively, the "Parties").

Recitals

A. The District owns real property located at 2010 First Street, Lincoln, California, consisting of approximately 5.2 acres. A community joint use multi-purpose facility consisting of approximately 10,571 square feet has been constructed on the property. Said property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Community Center").

B. The City and the Western Placer Unified School District ("School District") have jointly planned for the construction and use of a public administrative building ("Administrative Building") for use by City and School District for administrative purposes on property located at 630 Sixth Street in Lincoln, California.

C. The School District and City have entered into a Joint Use Agreement dated _____, 2006 ("Joint Use Agreement"), providing for the School District and City to jointly construct, maintain and operate the Administrative Building.

D. Pursuant to the Joint Use Agreement, the District is required to convey the Community Center to the City as partial consideration for the construction of the Administrative Building. The School District is required to convey the property at 630 Sixth Street for the site of the Administrative Building. The City is required and has acquired two adjoining parcels to the School District's Property for the site of the Administrative Building.

E. The purpose of this Agreement is to provide for the conveyance of the Community Center to the City as provided for in the Joint Use Agreement.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purchase and Sale. District agrees to sell and City agrees to purchase the Community Center subject to the terms and conditions of this Agreement.

2. Purchase Price. The total purchase price for the Community Center shall be $6,135,000 ("Purchase Price").

3. Payment of Purchase Price. City shall pay the Purchase Price by giving the School District a credit in the amount of the Purchase Price against the School District's share of the Project Costs for

the Administrative Building as set forth in the Joint Use Agreement. District and City agree that said credit constitutes full and complete compensation to District for the acquisition of the Community Center.

4. Escrow. The purchase and sale of the Community Center shall be consummated through an escrow to be opened at **Placer Title Company** ("Escrow Holder"). Any instructions given to the Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

5. Effective Date. The Effective Date of this Agreement shall be the date of signature of the second party to sign it. The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

6. Close. The close of escrow shall mean the date when the deed conveying the Property to the City is recorded in the official records of Placer County, California. Escrow shall close on or before the date 45 days after the Effective Date.

7. Costs. The City shall pay all closing costs, including any transfer taxes, CLTA owner's title insurance premium, escrow fees, recording fees, and all other fees and miscellaneous costs. Pursuant to the Joint Use Agreement, said costs shall be part of the Project Costs for the Administrative Building and shared by the Parties as set forth in the Joint Use Agreement.

8. Prorations. Real property taxes, general and special assessments, and any other similar charges imposed upon the District Property by Placer County or any governmental special district shall be prorated as of the close of escrow, on the basis of 30-day months.

9. Conditions of Close.

9.1 General. The provisions of this Article 9 are conditions to the close of escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, on or before the closing date of escrow, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and District hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

9.2 Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq., of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of close of escrow. District shall cause title to the Property to be conveyed to the City by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the City so requests, insuring title in the City with liability in the amount of the Purchase Price. The policy shall list only the foregoing taxes and exceptions in addition to the printed exceptions common to the form of policy required by the City.

9.3 Approval of Exceptions to Title. District shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have 20 days within which to approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 12.01. Failure to give written notice of approval or disapproval to District of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens other than current taxes, bonds and assessments. If the City disapproves any exceptions, District shall have five days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 12.01. Failure to give written notice of such agreement to the City shall be deemed to be refusal, except that District shall automatically be deemed to agree to remove monetary liens other than current taxes, bonds and assessments. If District does not agree to attempt to remove any exceptions properly and timely disapproved by the City, this Agreement shall terminate without further liability to either party unless the City waives its objection within a second five-day period. If District shall agree to remove any exception objected to by the City, District shall then have until the Closing Date within which to attempt to remove such exception. If District is unable to remove any exception objected to by the City by the Closing Date, the City may elect to: (a) terminate this Agreement; or (b) waive the City's objection and close escrow.

The following exceptions shown on the Preliminary Report (the "Permitted Exceptions") are approved by City (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, (b) the standard preprinted exceptions and exclusions of the Title Company, (c) any other exceptions shown on the Preliminary Report, other than exceptions for monetary liens, which City does not object to by written notice to settle within twenty (20) days after the effective date (the "City's Title Notice"), or otherwise provided in this Section 9.3. All exceptions on the Preliminary Report other than the permitted exceptions shall be "Title Objections." If City fails to deliver City's Title Notice within the time specified in this Section 9.3, City shall be deemed to have approved the condition of Title.

9.4 The City's Due Diligence Conditions.

A. The City's obligation to purchase is subject to the satisfaction on or before the date 30 calendar days after the Effective Date (the "Approval Date") of the following conditions which are for the City's benefit only:

(1) The City's approval of inspections, tests, surveys and other studies as the City may deem necessary. At City's expense, the City and the City's contractors and agents shall have reasonable access to the Property in order to conduct inspections, tests, surveys and other studies, including soils testing, a review of the physical condition of the property, including but not limited to, examination of the soils; environmental factors; hazardous substances, if any; archeological information relating to the property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and loss affecting the property to determine that the property can be used for the purposes of a community center, provided that the City shall repair any damage caused by such activities

and shall indemnify and hold District harmless from and against any loss, damage or liability (including attorneys' fees) resulting from the activities of the City on the Property.

(2) The City's approval of District's Documents, as defined in Section 9.05.

B. The City shall give notice to District and Escrow Holder of the City's approval or disapproval of the conditions set forth above (the "City's Notice") on or before the Approval Date. A failure to deliver the City's Notice shall be deemed disapproval. On disapproval by the City or failure of any of the conditions set forth above, on or before the Approval Date, the City's obligations under this Agreement shall terminate with no further liability to District.

9.5 District's Documents. Within five days after the Effective Date, District shall deliver copies of the following documents ("District's Documents") to the City:

(1) Documents evidencing any easements or other similar rights affecting the Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Property that are in the possession of District or District's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Property that are in District's possession.

District's duty under this Section 9.5 is only to provide such documents that are in District's possession as of the date of this Agreement with no duty to investigate.

10. Representations and Warranties by District.

10.1. Representations and Warranties in General. District acknowledges that the execution of this Agreement by the City is made in material reliance by the City on the following representations and warranties. Representations set forth in this section are made to District's knowledge. As used herein, "District's Knowledge" shall mean to the actual knowledge of _[name]_ but without any investigation or duty to investigate the following matters:

A. Execution and Delivery. The execution and delivery by District of, and District's performance under this Agreement, are within District's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of District.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which District is a party or by which District is bound or affected which affects the Property or any part thereof.

C. No Other Parties. Except for District, there are no parties with any interest in the Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. District represents and warrants that there are no parties in possession of any portion of the Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Property.

E. No Grant of Other Rights. District has not granted to any party, other than the City, any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. District represents and warrants that there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against District or the Property.

G. District Not Foreign Person. District is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of District's knowledge, the Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Property. District is not aware of any outstanding violations of any of the foregoing.

I. Environmental Compliance. District represents and warrants that, to the best of District's knowledge, there has been no disposal, discharge or release of Hazardous Materials on the Property. Except as disclosed in this Agreement, neither District nor, to the best of District's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of

on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of District's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Property, including, but not limited to, soils and ground or surface water in and around the Property. District is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property.

10.2. Survival of Warranties. District agrees that each representation and warranty in Section 10.01 shall survive the Closing Date and shall not merge with the delivery to the City of the grant deed.

10.3. Notice of Changed Circumstances. If prior to the close of escrow, District becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by District, then District shall immediately give written notice of such fact or circumstance to the City, but such notice shall not relieve District of any liabilities or obligations with respect to any representation or warranty.

11. Representations by City.

11.1 City hereby represents and warrants to District, for the benefit of District and District's successors and assigns, the following facts are true as of the Effective Date, and shall be true of the close of escrow.

A. City Purpose. City is acquiring District's Property "AS IS" and "WITH ALL FAULTS" without any warranty of District, express or implied, except as specifically set forth in this Agreement, as to the nature or conditions of or title to District's Property of its fitness for City's intended use or purpose. City is familiar with District's Property and has undertaken such investigation as it deems appropriate to fully advise itself of the condition of District's Property. Except for the representations and warranties set forth in this Agreement, City is relying solely upon, and has conducted, its own independent inspection, investigation and analysis of District's Property as it deems necessary or appropriate in so acquiring District's Property from District (including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of District's Property). Except for the representations and warranties set forth in this Agreement, City is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by District or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters. City assumes the risk that adverse, legal, local, structural, physical and environmental conditions may not have been revealed by City's

investigation, and accepts District's Property on the basis of its review and determination of the applicability and effect of the laws and regulations.

B. Feasibility Period. With the Feasibility Period provided in this Agreement, City has and shall have been afforded a reasonable period of time to perform such due diligence as City believes is reasonably necessary to make the decision to consummate the transactions described in this Agreement in accordance with and subject to the terms hereof.

C. Reliance on Own Investigation. Except for express representations and warranties made by District in this Agreement, City is relying and shall rely solely upon its own investigation and inspection of District's Property and the improvements thereon and upon the aid and advice of City's independent expert(s) in purchasing District's Property and shall, subject to District's express representations and warranties, take title to District's Property without any warranty, express or implied, by District or any employee or agent of District.

12. Miscellaneous.

12.1 Notices.

A. "Notice" means any notice, demand, request or other communication or document to be provided under this Agreement to a party to this Agreement.

B. The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below, or such other address or telecopy number as the party may later specify for that purpose by notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

(1) If given by telecopy, when the telecopy is transmitted to the party's telecopy number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;

(2) If hand-delivered to a party against receipted copy, when the copy of Notice is receipted;

(3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the party specified below:

If to District: Western Placer Unified School District
810 J Street, Lincoln, CA 95648
Facsimile No. 916.645.6356

If to the City: City of Lincoln
640 Fifth Street
Lincoln, CA 95648
Facsimile No. (916) 645-9502

C. If any Notice is sent by telecopy, the transmitting party as a courtesy may send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party.

D. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Agreement shall mean and refer to the date on which a party to this Agreement, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

E. If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Agreement, that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

12.2. Brokers. Each of the parties hereto represents that it has dealt with no broker or finder in connection with this sale, and insofar as they know, no broker or other person is entitled to any commission or finder's fee in connection with this sale. The City and District each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

12.3. Interpretation. This Agreement has been executed in Lincoln, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of District and the City.

12.4. Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

12.5. Attorneys' Fees. If either District or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in

connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

12.6. Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

12.7. Additional Documents. From time to time prior to and after the close of escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

12.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and delivery of the deed.

12.9. California Law. This Agreement shall be governed by the laws of the State of California.

12.10. Entry. During the term of this Agreement, the City and its designated agents and independent contractors shall have the right to enter onto the Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The City agrees to repair all damages it or its agents or independent contractors shall cause to the Property and further agrees to indemnify and hold District harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by District as a result of any acts of the City, its agents or independent contractors, pursuant to the rights granted by this section.

12.11. Possession. District shall deliver exclusive possession of the Property to the City at close of escrow.

12.12. Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

12.13. Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

12.14. Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

Western Placer Unified School District

By: _____
Its: _____

City of Lincoln, a California municipal corporation

By: _____
Its: _____

ATTESTED:

By_____,
City Clerk

Exhibit A

[Legal Description]

All of Parcel 1 as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Placer, State of California on May 18, 1989 in Book 24 of Parcel Maps, at page 136, containing 5.233 acres net as described in that certain deed to Western Placer Unified School District Financing Corporation recorded on October 20, 1999 per Document No. 99-0092006, Official Records Placer County, California and situate in Section 16, Township 12 North, Range 6 East, M.D.M., City of Lincoln, Placer County, California.

TOGETHER WITH a ten (10) foot wide public utility easement, adjacent to the easterly and southerly line of said Parcel 1 as said parcel is shown on said Parcel Map.

BOARD

OF

TRUSTEES

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP) ___
2. Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ___ Program Sign Off by S. Leaman ___ SBLT Involvement ___
5. Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy ___

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
2006 CSBA Delegate Assembly Election

AGENDA ITEM AREA:
Board of Trustees

REQUESTED BY:
CSBA

ENCLOSURES:
Yes

MEETING DATE:
March 7, 2006

BACKGROUND:

The Board of Trustees will consider casting a vote for a Subregion 4-D CSBA Assembly Delegate.

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees cast a vote for the vacancy in Subregion 4-D.

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8.1

THIS COMPLETE, **ORIGINAL** BALLOT MUST BE SIGNED BY THE SUPERINTENDENT/BOARD CLERK AND RETURNED IN THE ENCLOSED ENVELOPE POSTMARKED BY THE POST OFFICE NO LATER THAN **WEDNESDAY, MARCH 15, 2006**. ONE BALLOT PER BOARD. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL CSBA 2006 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-D
(Nevada, Placer, Sierra Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

*denotes incumbent

____ Lynn MacDonald (Placer Union HSD)*

COPY

_____
NAME AND DISTRICT OF WRITE-IN CANDIDATE
(MAY BE USED IF YOUR BOARD DOES NOT VOTE FOR CANDIDATE(S) LISTED OR IF THERE IS NO CANDIDATE RUNNING.)

_____
NAME AND DISTRICT OF WRITE-IN CANDIDATE
(MAY BE USED IF YOUR BOARD DOES NOT VOTE FOR CANDIDATE(S) LISTED OR IF THERE IS NO CANDIDATE RUNNING.)

_____ _____
SCHOOL DISTRICT SIGNATURE OF SUPERINTENDENT/CLERK

_____
TITLE

8.1.1

CSBA

California School Boards Association
Delegate Assembly 2006 Biographical Sketch Form

Due Thursday, January 12, 2006

(U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

This **REQUIRED**, one-page, single-sided, biographical sketch form must be completed in the spaces provided. An **OPTIONAL**, single-sided, one-page résumé, may also be submitted. This required form and optional résumé will be copied exactly as received. *Please **do not** state "See résumé".*

*Any page(s) exceeding this one page, single-sided requirement for the bio sketch and the optional résumé will **NOT** be accepted.*

Name Lynn MacDonald Region/Subregion ____ / 4D

Address P. O. Box 308 City Colfax Zip 95713

Res. Ph. (530) 637-4966 Bus. Ph. ____ Fax (530) 637-0076 E-mail lynepoonse@foothill.net

District/COE Placer Union High School Dist. ADA 5483 Years on Board 27

Are you a continuing CSBA Delegate? Yes If Yes, how long have you served as a Delegate? 2 years

Please describe your activities/involvement or interests in your local district. Member original committee granted SIP funds for Colfax High School. Worked to pass Measure W which is funding major facility improvements in District. I attend many meetings and events which include staff and students. Leadership team for Colfax High School WASC Committee.

Please describe any other education-related activities/involvement. A major focus of mine has been the building and planning of our new high school in Foresthill. I have participated in planning and curriculum meetings. I have participated in the Chamber of Commerce, as well as numerous community events. I am a former teacher and have an understanding of teachers, administrators, as well as board members.

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate. Over the years I have attended many conferences offered by CSBA to learn how to be an effective board member. Our board takes advantage of CSBA materials and expertise. I also attended and completed the Master of Boardsmanship Program. I want to work toward improving our public educational system in California. At this time in our history, it is our most important responsibility to educate and support our students as citizens.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.

Lynn MacDonald
Signature

December 26, 2005
Date

8.1.2

CSBA Region 4



Director

Paula Campbell
Nevada City SD
(530) 478-6400

Delegates

Leigh McDaniel (Orland USD/Subregion A)
(530) 865-1200

Rick Anderson (Chico USD/Subregion B)
(530) 891-3000

Sharman Kobayashi (Yuba City USD/Subregion C)
(530) 822-5200

Susan Goto (Roseville City SD/Subregion D)
(916) 786-5090

Lynn MacDonald (Placer Union HSD/Subregion D)
(530) 886-4400

Margaret Meagher (Nevada City SD/Subregion D)
(530) 265-1820

Bessie Hironimus (Butte COE)
(530) 532-5761

Counties

Glenn (Subregion A)
Tehama (Subregion A)
Butte (Subregion B)
Colusa (Subregion C)
Sutter (Subregion C)
Yuba (Subregion C)
Nevada (Subregion D)
Placer (Subregion D)
Sierra (Subregion D)

Districts/COEs

Glenn County (Subregion A)
Capay Joint Union ESD
Glenn COE
Hamilton Union ESD
Hamilton Union HSD
Lake ESD
Orland USD
Plaza ESD
Princeton Joint USD
Stony Creek Joint US
Willows USD

8.1.3

Tehama County (Subregion A)
Antelope ESD
Bend ESD
Corning Union ESD
Corning Union HSD
Elkins ESD
Evergreen Union ESD
Flournoy Union ESD
Gerber Union ESD
Kirkwood ESD
Lassen View Union ESD
Los Molinos USD
Manton Joint Union ESD
Mineral ESD
Plum Valley ESD
Red Bluff Joint Union HSD
Red Bluff Union ESD
Reeds Creek ESD
Richfield ESD
Tehama COE

Butte County (Subregion B)
Bangor Union ESD
Biggs USD
Butte COE
Chico USD
Durham USD
Feather Falls Union ESD
Golden Feather Union SD
Gridley USD
Manzanita ESD
Oroville City ESD
Oroville Union HSD
Palermo Union ESD
Paradise USD
Pioneer Union ESD
Thermalito Union SD

Colusa County (Subregion C)
Colusa COE
Colusa USD
Maxwell USD
Pierce Joint USD
Williams USD

Sutter County (Subregion C)
Brittan ESD
Browns ESD
East Nicolaus Joint Union HSD
Franklin ESD
Live Oak USD
Marcum-Illinois Union ESD
Meridian ESD
Nuestro ESD
Pleasant Grove Joint Union ESD
Sutter COE
Sutter Union HSD
Winship-Robbins ESD
Yuba City USD

Yuba County (Subregion C)
Camptonville Union ESD
Marysville Joint USD

Plumas ESD
Wheatland ESD
Wheatland Union HSD
Yuba COE

Nevada County (Subregion D)
Chicago Park ESD
Clear Creek ESD
Grass Valley ESD
Nevada City SD
Nevada COE
Nevada Joint Union HSD
Pleasant Ridge Union ESD
Pleasant Valley ESD
Ready Springs Union SD
Twin Ridges ESD
Union Hill ESD

Placer County (Subregion D)
Ackerman ESD
Alta-Dutch Flat Union ESD
Auburn Union ESD
Colfax ESD
Dry Creek Joint ESD
Eureka Union SD
Foresthill Union ESD
Loomis Union ESD
Newcastle ESD
Ophir ESD
Placer COE
Placer Hills Union ESD
Placer Union HSD
Rocklin USD
Roseville City SD
Roseville Joint Union HSD
Tahoe-Truckee USD
Western Placer USD

Sierra County (Subregion D)
Sierra County/Sierra-Plumas Jt. USD