WESTERN PLACER UNIFIED SCHOOL DISTRICT
810 J STREET, LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.06356

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

STUDENT ENROLLMENT

School	11/01/06	12/01/06
Sheridan School (K-5)	87	88
First Street School (K-5)	454	449
Carlin C. Coppin Elementary (K-5)	465	470
Creekside Oaks Elementary (K-5)	696	696
Twelve Bridges Elementary (K-5)	704	719
Foskett Ranch Elementary (K-5)	463	464
Glen Edwards Middle (6-8)	718	716
Twelve Bridges Middle School (6-8)	574	570
Lincoln High School (9-12)	1298	1294
Phoenix High School (10-12)	80	89
PCOE Home School	8	8
TOTAL:	**5,542**	**5,558**

Phoenix Infant/Toddler	18
Prechool/Head Start	
First & J Street	24
Carlin Coppin	24
Sheridan	24
Adult Education	350

GLOBAL DISTRICT GOALS

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
December 19, 2006 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 "J" STREET, LINCOLN, CA

AGENDA

2006-2007 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.

6:30 P.M. OPEN SESSION – Administrative Conference Room – D.O.

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

6:35 P.M. CLOSED SESSION – Administrative Conference Room – D.O.

1. LIABILITY CLAIM
Claim (Pusateri) pursuant to Government Code 910 and 910.2

2. 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 LIABILITY CLAIM
Claim (Pusateri) pursuant to Government Code 910 and 910.2

3. 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.

3.1 Ratification of Personnel Items

Classified:

a. Ratification of Classified Position:
Rocio Kissinger – Special Education Instructional Aide – FRE
Frances Stanley – Special Education Instructional Aide – CCC
David Zinzun, Jr. – Grounds/Maintenance – District

b. ***Ratification of Classified Termination:***
Jennifer Powell – Food Service Assistant - TBMS

c. ***Request for maternity/Child Rearing Leave:***
Beth Lomeli – Science/Math Teacher – LHS
Mayela Cerda-Martinez – School Psychologist – District

d. ***Request for Unpaid Leave of Absence:***
Misty Lacey-Alarcon – 3rd Grade Teacher - FSS

3.2 Approval of the Williams Uniform Quarterly Complaint Form for April, July and October of 2006.

4. 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.

5. REPORTS & COMMUNICATION

5.1 Lincoln High School, Student Advisory – Laura DiGiordano
5.2 Western Placer Teacher's Association – Mike Agrippino
5.3 Western Placer Classified Employee Association – Joe Ross
5.4 Superintendent, Scott Leaman
5.5 Assistant Superintendent(s)
- 5.5.1 Carrie Carlson
  - a. Budget Update:
- 5.5.2 Mary Boyle
  - a. Program Focus Area:
- 5.5.3 Bob Noyes
- 5.5.4 Roger Yohe/Cathy Allen, Facilities Update

6. ♦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.

6.1 (D/A) APPROVE THE FY 2006-07 FIRST INTERIM REPORT – Carlson *(06-07 G & O Component V)*

• The FY 2006-07 First Interim Report will be presented to the Board of Trustees for discussion and review.

6.2 (I/D) JOINT CITY HALL/DISTRICT OFFICE - Leaman *(06-07G & O Component IV-V)*

•Based on the progress of the new joint city hall/district office, the board will be updated on the financial status of the project and agreement with the city.

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

7.2 BOARD MEMBER REPORTS/COMMENTS

8. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >January 2, 2007 7:00 p.m., Lincoln High School

9. 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: 121406
h:\wpfiles\board\agendas\121906

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA

PLACE: **District Office Conference Room**
DATE: **December 19, 2006**
TIME: **6:30 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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

Rejection of Claim (Pusateri) pursuant to Government Code 910 and 910.2

SUBJECT AREA:

Disclosure of action taken in closed session

REQUESTED BY:

Carrie L. Carlson
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

December 19, 2006

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT AREA:

Ratification of Classified Employment

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

MEETING DATE:

December 19, 2006

BACKGROUND:

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

Rocio Kissinger – Special Ed. Instructional Aide (.70 FTE) - FRE
Frances Stanley – Special Ed. Instructional Aide (.70 FTE) - CCC
David Zinzun, Jr. – Grounds/Maintenance Worker (1.00 FTE) - District

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of employment for the individuals listed above.

3.1a

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 11/30/06

You are hereby notified that: Rocio "Maria" Kissinger
(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: 12/1/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: FRE

RANGE: 17 STEP: A AMOUNT $ 12.72 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 5.6

NEWLY APPROVED POSITION: _____, OR REPLACEMENT: ✓

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: Sue Williams

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.*

Maria del Rocio Kissinger 11/30/06
Applicant's signature Date

1685 1st Street #116 Lincoln, CA 95648 916-434-9520
Address (City/Zip) Telephone #

J Murphy 11/30/06
Administrator's signature Date

clasif.not.doc

revised 9/00

3.1a.1

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 11/30/06

You are hereby notified that: Frances Stanley
(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: 12/1/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: CCC

RANGE: 17 STEP: A AMOUNT $ 12.72 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 5.6

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.*

Lorena J Stanley 12/1/06
Applicant's signature Date

4565 Burnett Rd Lincoln 95648 916 645 1824
Address (City/Zip) Telephone #

J Murphy 11/30/06
Administrator's signature Date

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revised 9/00

3.1a.2

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 12/07/06

You are hereby notified that: DAVID ZINZUN, JR
(applicant's name)

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

POSITION TITLE: GROUNDS/MAINTENANCE WORKER

EFFECTIVE DATE OF ASSIGNMENT: 12/1/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: MAINT.

RANGE: 24 STEP: C AMOUNT $ 16.57 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 8

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.*

David Zinzun 12-1-06
Applicant's signature Date

530 East 10th Lincoln 95648 (916) 434-1252
Address (City/Zip) Telephone #

Robert Moyer 12-7-06
Administrator's signature Date

clasif.not.doc

revised 9/00

3.1a.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT AREA:

Ratification of Classified Termination

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

MEETING DATE:

December 19, 2006

BACKGROUND:

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

Jennifer Powell – Food Service Assistant – TBMS

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of termination for the individual listed above.

3.1 b

JEFF DARDIS
DIRECTOR OF FOOD SERVICES
WESTERN PLACER UNIFIED SCHOOL DISTRICT
204 L STREET LINCOLN, CA 95648
PHONE (916) 645-6373 ~ FAX (916) 645-5294



December 8, 2006

TO: Jennifer Powell
Food Service Assistant

FR: Jeff Dardis
Director of Food Services

RE: Probationary Period

You were officially hired as a Food Service Assistant in the food service department on January 9, 2006 and are still in your probation period. The probationary period is a continuation of the selection process.

This memo is notification that your employment with the Western Placer Unified School District will be terminated as of December 15, 2006. Your last official duty day will be Friday, December 15th.

Thank you for your employment during this probationary period. Good luck in your future endeavors.

Sincerely,

Jeff Dardis
Director of Food Services

Employee: I acknowledge understanding of the above.

Jennifer Powell
Food Service Assistant, TBMS

Witness:

Carol Cummings
Food Service Lead, TBMS

3.16.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT AREA:

Request for Maternity/
Child Rearing Leave

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

December 19, 2006

BACKGROUND:

The Board of Trustees will take action on a request for Maternity/Child Rearing Leave as per WPTA Contract, Article VIII, Section D-1 and D-2 from:

Mayela Cerda-Martinez – School Psychologist - District
Beth Lomeli – Science/Math Teacher - LHS

ADMINISTRATION RECOMMENDATION:

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

3.1 C

Mayela Cerda-Martinez
307 Moraga Place
Lincoln, CA 95648
(916) 543-7229

December 1, 2006

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

To Whom It May Concern:

This letter is to request Pregnancy Disability Leave as I am expecting twins in April 2007. Due to the nature and risks involved with my pregnancy, I am uncertain about the actual delivery date. As of right now I have a scheduled Cesarean section for the week of April 9th, 2007. I am requesting my leave to begin approximately on Monday, February 5, 2007. I may be available to work on a limited basis through February 2007. In addition, I am requesting Child Rearing Leave until the last day of school, June 8, 2007. I plan to resume my duties at the start of the following school year.

Sincerely,

Mayela Cerda-Martinez
District School Psychologist

Cc: Tracy Murphy, Special Education Director

3.1 C.1

December 6, 2006

To: WPUSD Board Members
Cc: Dave Butler, LHS Principal

I would like to request a maternity/child-rearing leave effective 3/12/07 to 6/8/07.

Sincerely,

Beth Lomeli
LHS Science/Math Teacher

3.1c.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

Request for Unpaid Leave of Absence

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

MEETING DATE:

December 19, 2006

BACKGROUND:

The Board of Trustees will take action on a request for an unpaid leave of absence from:

Misty Lacey-Alarcon – 3rd Grade Teacher – FSS

ADMINISTRATION RECOMMENDATION:

3.1 d

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

December 1, 2006

WPUSD Board Members
810 J Street
Lincoln, CA 95648

Dear Board Members:

I am requesting to take an unpaid leave of absence starting February 26, 2007 through the end of the school year. I am currently on child rearing leave and wish to extend my time off for the remainder of the year. I have spoken with Lisa Kaufman, my long-term substitute, and she will be able to finish the school year for me if my request is granted.

Please call me at 645-4632 if you have any further questions. Thank you for your consideration.

Sincerely,

Misty Alarcon

Misty Alarcon
3rd Grade Teacher
First Street School

3.1d.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Williams Uniform
Quarterly Complaint Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Scott Leaman
Superintendent,

ENCLOSURES:
Yes

MEETING DATE:
December 19, 2006

BACKGROUND:

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

wp/rk/factform

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Western Placer Unified School

Person completing this form: Rosemary Knutson Title: Supt. Secretary

Quarterly Report Submission Date: (*check one*)

- ☐ April 2006
- ☐ July 2006
- ☒ October 2006
- ☐ January 2007

Date for information to be reported publicly at governing board meeting: 12/19/06

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Scott Leaman

Print Name of District Superintendent

Signature of District Superintendent

12/5/06

Date

3.2.1

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Western Placer Unified School

Person completing this form: Rosemary Knutson Title: Supt. Secretary

Quarterly Report Submission Date: (*check one*)

- ☐ April 2006
- ☒ July 2006
- ☐ October 2006
- ☐ January 2007

Date for information to be reported publicly at governing board meeting: 12/19/06

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

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General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Scott Leaman

Print Name of District Superintendent

Signature of District Superintendent

12/5/06

Date

3.2.2

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Western Placer Unified School

Person completing this form: Rosemary Knutson Title: Supt. Secretary

Quarterly Report Submission Date: (*check one*)

- ☒ April 2006
- ☐ July 2006
- ☐ October 2006
- ☐ January 2007

Date for information to be reported publicly at governing board meeting: 12/19/06

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

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Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Scott Leaman

Print Name of District Superintendent

Signature of District Superintendent

12/5/06

Date

3.2.3

INFORMATION

DISCUSSION

ACTION

ITEMS

3.2.4

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 FY 2006-07 First Interim Report.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Carrie L. Carlson
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

December 19, 2006

BACKGROUND:

The FY 2006-07 First Interim Report will be presented to the Board of Trustees for discussion and review.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2006-07 First Interim Report as presented.

6.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

AGENDA ITEM:

Joint City Hall/District Office

SUBJECT AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

MEETING DATE:

December 19, 2006

BACKGROUND:

Based on the progress of the new joint city hall/district office, the board will be updated on the financial status of the project and agreement with the city.

ADMINISTRATION RECOMMENDATION:

No action is required on this item.

6.2

	Item Description	Budget as of 6/14/06	Current Budget as of 10/31/06	Encumbered Dollars as of 10/31/06	Encumbered Dollars Expended as of Prior Period	Total Encumbered Dollars Expended as of 10/31/06	Percent of Encumbered Dollars (%) Expended as of 10/31/06	Remaining Encumbered Dollars as of 10/31/06
		A	B	C	D	E	E/C	C-E
100	Land							
	Sub Total	1,456,088	1,455,838	1,045,838	1,045,838	1,045,838	1	0
200	Construction-Building							
	Sub Total	17,972,133	17,921,706	16,372,893	16,624	1,267,482	0	15,105,411
300	City Furniture, Fixtures & Equipment							
	Sub Total	856,083	856,083	70,000	0	2,653	0	67,347
400	WPUSD Furniture, Fixtures & Equipment							
	Sub Total	0	0	0	0	0	#DIV/0!	0
500	City Relocation Costs							
	Sub Total	44,000	44,000	0	0	0	#DIV/0!	0
600	Professional Service Contracts							
	Sub Total	2,288,615	2,288,632	2,200,216	998,935	1,143,512	1	1,056,704
700	Utility Costs							
	Sub Total	104,500	149,972	107,597	22,624	89,392	1	18,205
800	City Administrative Costs							
	Sub Total	40,950	46,138	15,138	84	7,865	1	7,273
900	WPUSD Administrative Costs							
	Sub Total	0	0	0	0	0	#DIV/0!	0
	TOTAL COSTS	22,762,369	22,762,370	19,811,683	2,084,104	3,556,742	0	16,254,941

9.2.1

		Current Budget as of 6/14/06	Current Budget as of 10/31/06	Encumbered Dollars as of 10/31/06	Encumbered Dollars Expended as of Prior Period	Total Encumbered Dollars Expended as of 10/31/06	Percent of Encumbered Dollars (%) Expended as of 10/31/06	Remaining Encumbered Dollars as of 10/31/06	COMMENTS
		B	B	C	E	E	E/C	C-E	
100	**Land Acquistion & Relocation**							0	
110	School Owned Property, 630 6th Street	410,000	410,000	0	0	0	#DIV/0!	0	Per 2/8/06 Progress Mtg Direction
115	Rental House, Drennon, 630 F St	502,447	502,447	502,447	502,447	502,447	100%	0	Pd 2/10/06
120	Commercial Property, Ray Property	527,057	527,057	527,057	527,057	527,057	100%	0	Pd 1/27/06
150	Relocation of Light House, 630 6th St	4,285	4,285	4,285	4,285	4,285	100%	0	Misc. Relocation Expenses
155	Relocation of Rental House, Drennon	12,050	12,050	12,050	12,050	12,050	100%	0	See Item 115 for remaining costs
157	Relocation of Commercial, Ray Property	0	0	0			#DIV/0!	0	Cost included in Item 120 above
	Subtotal	**1,455,838**	**1,455,838**	**1,045,838**	**1,045,838**	**1,045,838**	**100%**	**0**	
199	Contingency	250	0	0	0	0	#DIV/0!	0	
	Total Land	**1,456,088**	**1,455,838**	**1,045,838**	**1,045,838**	**1,045,838**	**100%**	**0**	
200	**Construction-Building-61,455 GSF & Site**							0	Org. was 57,980 GSF
210	Abatement of Existing Bldgs., CWC	24,975	24,975	24,975	0	24,975	100%	0	Paid through Oct 06
211	Demolition of Existing Site	0	0	0	0	0			Included in Item 215
215	Allen L. Bender Contract (ALB)	15,992,399	15,992,399	15,992,399	0	1,217,676	8%		Paid through Oct 06
230	Owner Furnished Terra Cotta, Glady McB.	338,895	338,895	338,895	0	8,207	2%	330,688	Per GB Contract 7/18/06+Sales Tax
231	Stephen R. Dick, Lion Heads	16,624	16,624	16,624	16,624	16,624	100%		Artwork plus Sales Tax, 2/28/05
240	Street Improvements for Project	0	0	0			#DIV/0!	0	Moved out of this Project
	Subtotal	**16,372,893**	**16,372,893**	**16,372,893**	**16,624**	**1,267,482**	**8%**	**15,105,411**	
299	Construction Contingency	1,599,240	1,548,813				#DIV/0!	0	Reduced for Utility related costs
	Total Construction-Building	**17,972,133**	**17,921,706**	**16,372,893**	**16,624**	**1,267,482**	**8%**	**15,105,411**	
300	**City Furniture, Fixtures & Equip.**							0	
	Original Furniture Allowance	0	0						
305	Private Offices: 28, includes task chairs	66,729	66,729	0			#DIV/0!	0	W+P Estimate, June 3, 2005
310	Workstations: 84	231,871	231,871	0			#DIV/0!	0	W+P Estimate, June 3, 2005
315	Conference Tables:10	38,830	38,830	0			#DIV/0!	0	W+P Estimate, June 3, 2005
320	Seating: 397	202,253	202,253	0			#DIV/0!	0	W+P Estimate, June 3, 2005
325	Other Tables: 20	63,062	63,062	0			#DIV/0!	0	W+P Estimate, June 3, 2005
326	Bookcases: 48	21,139	21,139	0			#DIV/0!	0	W+P Estimate, June 3, 2005
327	Files and Storage:85	50,536	50,536	0			#DIV/0!	0	W+P Estimate, June 3, 2005
340	Computer Network Hardware- Servers	0	0	0			#DIV/0!	0	Oper Budget/Chris N., 2/24/05
345	Computers (116), Move from Existing	0	0	0			#DIV/0!	0	Oper Budget/Chris N., 2/24/05
350	Printers (29), Move from Existing	0	0	0			#DIV/0!	0	Oper Budget/Chris N., 2/24/05
355	Software Licenses	0	0	0			#DIV/0!	0	Oper Budget/Chris N., 2/24/05
360	Communications Systems	70,000	70,000	70,000	0	1,327	2%	68,673	Per Steve A on 6/20, 2006
365	Cable TV System	0	0	0			#DIV/0!	0	In Item 215, Section 11130
375	Copy Machines	0	0	0			#DIV/0!	0	Lease or operating budget
380	Fax Machines	0	0	0			#DIV/0!	0	Lease or operating budget
390	Audio Visual Systems-Train'g Rm etc.	0	0	0			#DIV/0!	0	Now in Item 215, Section 11130
	Subtotal	**744,420**	**744,420**	**70,000**	**0**	**1,327**	**2%**	**68,673**	
399	City FF&E Contingency at 15%	111,663	111,663	0	0	0	#DIV/0!	0	
	Total City FF&E	**856,083**	**856,083**	**70,000**	**0**	**2,653**	**4%**	**67,347**	
400	**WPUSD Furniture, Fixtues & Equip.**							0	
405	System Furniture	0	0	0			#DIV/0!	0	Moving existing furniture per W+P
410	Custom Furniture	0	0	0			#DIV/0!	0	Moving existing furniture per W+P
415	Standard Furniture	0	0	0			#DIV/0!	0	Moving existing furniture per W+P
420	Other Furniture	0	0	0			#DIV/0!	0	Moving existing furniture per W+P
440	Computer Network Hardware-Servers	0	0	0			#DIV/0!	0	Move or operating budget
445	Computers (30)	0	0	0			#DIV/0!	0	Move or operating budget
450	Printers (18)	0	0	0			#DIV/0!	0	Move or operating budget

E-2.6

		Current Budget as of 6/14/06	Current Budget as of 10/31/06	Encumbered Dollars as of 10/31/06	Encumbered Dollars Expended as of Prior Period	Total Encumbered Dollars Expended as of 10/31/06	Percent of Encumbered Dollars (%) Expended as of 10/31/06	Remaining Encumbered Dollars as of 10/31/06	COMMENTS
455	Software Licenses	0	0	0			#DIV/0!	0	
460	Communications Systems	0	0	0			#DIV/0!	0	See Item 230
465	Cable TV System	0	0	0			#DIV/0!	0	Moved to Item 215
480	Copy Machines (Assumed Leased)	0	0	0			#DIV/0!	0	
485	Fax machines (Assumed Leased)	0	0	0			#DIV/0!	0	
490	Audio Visual Systems-Train'g Rms	0	0	0			#DIV/0!	0	From WPUSD Operating Budget
	Subtotal	**0**	**0**	**0**	**0**	**0**	**#DIV/0!**	**0**	
499	WPUSD FF&E Contingency @ 5%	0	0	0	0	0	#DIV/0!	0	
	Total WPUSD FF&E	**0**	**0**	**0**	**0**	**0**	**#DIV/0!**	**0**	
500	**Personnel Relocation Costs**							0	
505	City- Personnel Move to New Facility	40,000	40,000	0			#DIV/0!	0	116 Personnel, Plus FF&E
520	WPUSD- Personnel Move to New Facility	0	0	0			#DIV/0!	0	WPUSD Direct Expense
	Sub Total	**40,000**	**40,000**	**0**	**0**	**0**	**#DIV/0!**	**0**	
599	Relocation Contingency @ 10%	4,000	4,000	0	0	0	#DIV/0!	0	
	Total Relocation	**44,000**	**44,000**	**0**	**0**	**0**	**#DIV/0!**	**0**	
600	**Professional Service Contracts**							0	
605	Adrienne Graham, Env Consultant	49,760	49,760	49,760	37,696	37,696	76%	12,064	9/12/05 Invoice
610	Applied Eng Geology: Phase 1 Env Asst	4,500	4,500	4,500	4,500	4,500	100%	0	Service Agreement, 8/11/04
612	Applied Eng Geology: Geoprobe Invest.	17,007	0	0	0	0	#DIV/0!		Moved $ to Item 613
613	Applied Eng Geology: Haz Monitoring	50,000	68,878	68,878	0	40,234	58%		PO 20050316
615	Arborist	0	0	0	0	0	#DIV/0!	0	
620	Archeologist	0	0	0	0	0	#DIV/0!	0	
625	Bender Rosenthal:Real Estate Acquistion	11,000	11,000	11,000	5,230	5,230	48%	5,770	Invoice through 2/24/06
630	Blackburn Consulting, Geotech Report	11,000	11,000	11,000	10,966	10,966	100%	34	Feb 28, 2005 payment
635	Blackburn Consulting, Geotech Construction	31,602	31,602	31,602	1,200	1,200	4%	30,402	Revised Quote dated 5/8/06
640	Building Security Consultant	0	0	0	0	0	#DIV/0!	0	
645	Critical Solutions, PM/CM	595,000	595,000	595,000	139,329	182,706	31%	412,294	Paid through Oct 06
650	ATC Abate Rpt, Plans, Inspection	6,800	12,220	12,220	0	5,420	44%	6,800	2/24/06 Service Agreement
655	Asbestos Removal Inspections-ATC	2,920	0	0			#DIV/0!	0	Moved $ to Item 650
660	McDonough Holand & Allen, Legal C.	14,766	16,375	16,375	14,766	16,374	100%	1	Paid through Oct 06
662	Francis F. Mudd	2,525	2,525	2,525	2,525	2,525	100%		Appraisals
663	Ourada Engineering, Lot Line Adjustment	3,800	3,800	3,800	0	3,800	100%		5/8/06 Service Agreement
665	OP&C-Relocation Services	14,716	14,716	14,716	14,716	14,716	100%	0	Pd 1/31/06
666	Placer Title Company	5,247	5,247	5,247	5,247	5,247	100%	0	Title transfer/recording
670	Roof & Waterproofing Consultant	7,500	7,500	0			#DIV/0!	0	
680	Sierra West Valuation: Appraisals	29,000	29,000	29,000	23,100	23,100	80%	5,900	2/10/04 Contract, 1/27/05 SA email
685	Special Inspection & Testing (CTS)	81,864	49,949	49,949	0	0	0%	49,949	July 14, 2006 Contract
688	Technology Consultant (In-House)	0	0	0			#DIV/0!	0	
689	Third Party Plan Check, LP2A Plus	20,000	20,000	20,000	595	5,716	29%	14,284	Paid through Oct 06
690	Williams+Paddon-Feasability Study	22,436	22,436	22,436	22,436	22,436	100%		
692	Williams+Paddon-Phase 1 & 2	44,004	44,004	44,004	44,004	44,004	100%		
694	Williams+Paddon-Base Plus Amendmts	967,238	987,256	987,256	654,382	699,399	71%	287,857	Amend #5, Oct 24, 2006
695	Williams+Paddon-Furniture Cost Analysis	5,000	5,000	5,000	5,000	5,000	100%	0	Checks #44994 & 45192
698	Universal Field Serv-Acquistion Services	15,930	15,930	15,930	13,243	13,243	83%	2,687	7/8/03 Agreement
	Subtotal	**2,013,615**	**2,007,697**	**2,000,197**	**998,935**	**1,143,512**	**57%**	**856,685**	
699	Contingency	275,000	280,935	200,020	0	0	0%	200,020	Needed for anticipated adjustments
	Total Professional Services	**2,288,615**	**2,288,632**	**2,200,216**	**998,935**	**1,143,512**	**52%**	**1,056,704**	
700	**Utility Costs**							0	
705	Gas & Electric: Pacific Gas & Electric	35,000	35,000	22,624	22,624	22,628	100%	-4	Check #50178

6.2.3

		Current Budget as of 6/14/06	Current Budget as of 10/31/06	Encumbered Dollars as of 10/31/06	Encumbered Dollars Expended as of Prior Period	Total Encumbered Dollars Expended as of 10/31/06	Percent of Encumbered Dollars (%) Expended as of 10/31/06	Remaining Encumbered Dollars as of 10/31/06	COMMENTS
706	PG&E Joint Trench Design/Install Fees	30,000	66,764	66,765	0	66,764	100%	1	Paid on Aug 31, 2006
707	AT&T Joint Trench Design/Install Fees	0	18,208	18,208	0	0	0%	18,208	Oct 10, 2006 Contract
715	City Water: Fees/Assessments	0	0	0			#DIV/0!	0	No self assessment
725	City Sewer: Fees/Assessments	0	0	0			#DIV/0!	0	No self assessment
735	Telephone: SBC	10,000	10,000	0			#DIV/0!	0	Allowance, Need to Confirm
745	Cable: Starstream Communications	10,000	10,000	0			#DIV/0!	0	Allowance, Need to Confirm
746	Cable: Sure West Communications	10,000	10,000	0			#DIV/0!	0	Allowance, Need to Confirm
755	Building Security: Card Readers, etc.	0	0	0			#DIV/0!	0	In Item 230. 6/1/05 Meeting
	Subtotal	**95,000**	**149,972**	**107,597**	**22,624**	**89,392**	**83%**	18,205	
799	Utility Contingency @ 10%	9,500	0	0	0	0	#DIV/0!	0	
	Total Utility	**104,500**	**149,972**	**107,597**	**22,624**	**89,392**	**83%**	**18,205**	
800	**City Administrative Costs**							0	
805	City Personnel	0	0	0			#DIV/0!	0	No internal charges
810	Site Trailer Supplies	10,000	10,000	0			#DIV/0!	0	Add WPUSD portion
815	City Legal Fees (City Attorney)	20,000	20,000	0			#DIV/0!	0	Add legal fees during const.
820	City Permits	0	0	0			#DIV/0!	0	No internal charges
825	City Inspection Fees	0	7,638	7,638	0	7,638	100%	0	No internal charges
830	Reproduction/Express Delivery, Misc	7,500	7,500	7,500	84	227	3%	7,273	Fed Ex, Misc, Oct 2006
840	City Construction Sign	500	0	0			#DIV/0!	0	Installed by Contractor
850	Advertisement for Bids, etc.	1,000	1,000	0			#DIV/0!	0	
	Subtotal	**39,000**	**46,138**	**15,138**	**84**	**7,865**	**52%**	**7,273**	
899	City Adm Contingency @ 5%	1,950	0	0	0	0	#DIV/0!	0	
	Total City Adm	**40,950**	**46,138**	**15,138**	**84**	**7,865**	**52%**	**7,273**	
900	**WPUSD Administrative Costs**							0	
	WPUSD Personnel	0	0	0			#DIV/0!	0	
	Office Equipment & Supplies-Const	0	0	0			#DIV/0!	0	
	Legal Fees	0	0	0			#DIV/0!	0	
	Permits	0	0	0			#DIV/0!	0	
	Inspection	0	0	0			#DIV/0!	0	
	Reproduction Costs	0	0	0			#DIV/0!	0	By City
	WPUSD Construction Sign	0	0	0			#DIV/0!	0	By City
	Advertisement for Bids, etc.	0	0	0			#DIV/0!	0	By City
	Subtotal	**0**	**0**	**0**	**0**	**0**	**#DIV/0!**	**0**	
999	WPUSD Contingency @ 10%	0	0	0	0	0	#DIV/0!	0	
	Total WPUSD Administrative	**0**	**0**	**0**	**0**	**0**	**#DIV/0!**	**0**	
	TOTAL COSTS	**22,762,369**	**22,762,370**	**19,811,683**	**2,084,104**	**3,556,742**	**18%**	**16,254,941**	
	Variance from Last Report		**0**						
	SOURCE OF FUNDS								
	PRF-CS Adm (243- FY 02-03)	**29,784**	**29,784**					**Actual**	**Source: General Ledger Rpt**
	PRF-CS Adm (243- FY 03-04)	**80,009**	**80,009**					**Actual**	**Source: General Ledger Rpt**
	PRF-CS Adm (243-FY 04-05)	**916,000**	**916,000**					**Allocation**	**Source: General Ledger Rpt**
	PRF-CS Adm (243-FY 05-08)	**10,455,000**	**10,455,000**					**Allocation**	**Fiscal Years: 05 through 08 Est**
	PRF-CS Adm (243-FY 09-11)	**45,813**	**45,813**					**Actual**	**Source: General Ledger Rpt**
	Bond Financing	**0**	**6,165,763**						**Pending**
	Interest Earned on Bond Financing	**0**	**0**						**Will be based on Amount of Bond**
	WPUSD-Community Center	**4,590,000**	**4,590,000**						**Draft WPUSD Sales Agreement**
	WPUSD Owned Property	**410,000**	**410,000**						**Draft WPUSD Sales Agreement**
	PG&E-Savings by Design Rebate	**70,000**	**70,000**						**Per May 3, 2005 VE Mtg**
	TOTAL SOURCE OF FUNDS TO DATE	**16,596,606**	**22,762,369**						
	Budget Variance	**-6,165,763**	**0**						

6.2.h

		Current Budget as of 6/14/06	Current Budget as of 10/31/06	Encumbered Dollars as of 10/31/06	Encumbered Dollars Expended as of Prior Period	Total Encumbered Dollars Expended as of 10/31/06	Percent of Encumbered Dollars (%) Expended as of 10/31/06	Remaining Encumbered Dollars as of 10/31/06	COMMENTS

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: 3/8/06

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