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

MEMBERS OF THE GOVERNING BOARD

Paul Long, President
Dennis Sonnenburg, Vice President
Karen Roberts, Clerk
James McLeod, 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
Susan Taxara, Assistant Principal, Creekside Oaks 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 Ed.
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	8/01/04	9/04/04
Sheridan School (K-8)	153	159
Sheridan School Independent Study (K-12)	2	22
First Street School (K-5)	599	594
Carlin C. Coppin Elementary (K-5)	457	458
Creekside Oaks Elementary (K-5)	667	669
Twelve Bridges Elementary (K-5)	314	314
Glen Edwards Middle (6-8)	949	945
Lincoln High School (9-12)	1108	1109
Phoenix High School (10-12)	80	83
PCOE Home School	8	8
TOTAL:	**4337**	**4361**

Phoenix Infant/Toddler	18	Prechool/Head Start	
SDC Preschool	8	First & J Streets	25
Adult Education	25	Sheridan	23
		Carlin Coppin	23-AM/19-PM

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, busin ess, 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
October 19, 2004, 7:00 P.M.
LINCOLN HIGH SCHOOL - PERFORMING ARTS THEATER
790 "J" Street, LINCOLN, CA

AGENDA

2004-2005 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.

7:00 P.M. OPEN SESSION – Lincoln High School Performing Arts Theater

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. SPECIAL ORDER OF BUSINESS

2.1 SCHOOL FEATURED – Lincoln High School

- Presentation from SBLT President
- High School Choir will sing
- Presentation on Robots from Mr. Agostinelli
- Distinguished Schools information from Ms. Harris

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

a **Classified:**

Ratification of Classified Resignations:

Melissa Mikel – Campus/Cafeteria Supervisor - FSS
Connie Alexander – School Secretary 1 - Sheridan
Suzanne Silvas-District Office Receptionist/Clerk - DO

3.2 Approve the FY 2004-05 Glen Edwards Middle School's Student Body Budget and Fundraisers.

3.3 Approve the Individual School Agreement Between the Western Placer Unified School District and the Pepsi Bottling Group.

3.4 Approve Board of Trustees membership renewal with the Placer County School Boards Association

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 Student Advisory – Andrea Ayala, Lincoln High School
5.2 Western Placer Teacher's Association – Mike Agrippino
5.3 Western Placer Classified Employee Association – Joe Ross
5.4 Superintendent –
5.5 Assistant Superintendent(s)
- 5.5.1 Jay M. Stewart
  - a. Budget Update:
  - b. Facilities Update:
- 5.5.2 Scott Leaman
  - a. Program Focus Area: Accountability results for schools
- 5.5.3 Bob Noyes, Personnel Director

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 (I/D/A) SURPLUS PROPERTY – VALLEY VIEW SCHOOL SITE – Yohe *(04-05 G & O Component V)*

•After extensive research and legal investigation Western Placer Unified School District is proposing the transfer of the Valley View School site to the 501(c)3 Thermalands Community Center.

6.2 (D/A) APPROVE THE REIMBURSEMENT RESOLUTION 04/05.09 TO ISSUE MELLO-ROOS BONDS FROM THE COMMUNITY FACILITIES DISTRICT NO. 1 – Stewart *(04-05 G & O Component IV)*

•The attached resolution allows the Western Placer Unified School District to issue up to $15,000,000.00 in Mello-Roos Bonds based on the revenue stream from Community Facilities District No. 1.

7. COMMENTS - 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

7.2 BOARD MEMBER REPORTS/COMMENTS

8. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >November 2, 2004, 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: 10/14/04
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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

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
2. Fosters a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district progms and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ___
Complies with Site Plan (LIP)___
Complies with Governance & Management Document ___
Complies with Mission Statement___
Funding Sign-Off by J. Stewart___

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:
Lincoln High School
School Featured

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Yes

MEETING DATE:
October 19, 2004

BACKGROUND:

Lincoln High School will have (1) SBLT Presentation; (2) Lincoln High School Choir will sing; (3) Presentation on Robots; (4) Presentation on Distinguished Schools

SUPERINTENDENT'S RECOMMENDATION:
Administration recommends the Board of Trustees enjoy the presentation from Lincoln High School staff.

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LINCOLN HIGH SCHOOL
BOARD PRESENTATION

OCTOBER 19, 2005

• SBLT REPORT	JAY BIETZ
• LHS CHOIR	CINDY HAGMAN
• ROBOTS	JOHN AGOSTINELLI
• DISTINGUISHED SCHOOLS	LORI HARRIS

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 __x__ 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 __x__ 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 ____ SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Classified Resignations

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
October 19, 2004

BACKGROUND:

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

Melissa Mikel – Campus/Cafeteria Supervisor - FSS
Connie Alexander – School Secretary I - Sheridan
Suzanne Silvas – District Office Receptionist/Clerk - DO

SUPERINTENDENT'S RECOMMENDATION:

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

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:

Approve the FY 2004-05 Glen Edwards Middle School's Student Body Budget and Fundraisers.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 19, 2004

BACKGROUND:

The attached FY 2004-05 Glen Edwards Middle School student body budget projects an estimated beginning balance of $5,265, revenues of $26,000, and expenditures of $19,600. This project results in an estimated ending balance of $11,665.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2004-05 Glen Edwards Middle School's student body budget and fundraisers.

GLEN EDWARDS MIDDLE SCHOOL

FY 2004-05 Student Body Budget

DESCRIPTION	FY 2004-05 BUDGET
Estimated Beginning Balance	**5,265**
Revenue:	
Dances	4,000
Gatorade	500
Jog-a-thon	4,000
Magazine Drive	9,500
Sports Tournament	500
Student Store	2,500
Vending Machine	5,000
Total Revenue	**26,000**
Total Beginning Balance and Revenue	**31,265**
Expenditures:	
Agendas	3,000
Assemblies ($800 x 2)	1,600
Athletic Equipment	600
Athletic Officials	2,200
Athletic Tournament Fees	200
Athletic Trophies	1,500
Contest Incentives	1,000
Curriculum (Miscellaneous)	1,500
Dances:	
DJ ($225 x 1)	225
DJ ($325 x 3)	975
Honors BBQ ($500 x 2)	1,000
Honors DJ ($175 x 2)	350
Miscellaneous Items	500
Noontime Equipment	300
Red Ribbon Week	400

GLEN EDWARDS MIDDLE SCHOOL

FY 2004-05 Student Body Budget

DESCRIPTION	FY 2004-05 BUDGET
Sports League Fees	1,000
Student Store ($250 x 10 months)	2,500
Tuesday Treats	750
Total Expenditures	**19,600**
Projected Ending Balance	**11,665**

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:

Approve the Individual School Agreement Between the Western Placer Unified School District and The Pepsi Bottling Group.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 19, 2004

BACKGROUND:

The attached agreement is an exclusive service contract between Lincoln High School and The Pepsi Bottling Group that extends through August 31, 2009. Lincoln High School already has such an agreement in place with The Pepsi Bottling Group; this agreement extends the duration. In return for exclusively selling Pepsi products, The Pepsi Bottling Group is providing a scoreboard for the new athletic stadium, commission allowances, and cash considerations. The level of support is based upon a predetermined level of anticipated Pepsi product sales.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Individual School Agreement between the Western Placer Unified School District and The Pepsi Bottling Group.

INDIVIDUAL SCHOOL AGREEMENT

This Agreement ("Agreement") is made effective as of September 1, 2004 between Bottling Group, LLC, d/b/a The Pepsi Bottling Group, a Delaware limited liability corporation, having its offices at 7550 Reese Road Sacramento, California 95828 ("Pepsi") and the Lincoln High School, having its principal place of business at 790 J Street Lincoln, California 95648("School").

RECITALS

WHEREAS, Pepsi desires the right to be the exclusive supplier of beverages to the School.

WHEREAS, Pepsi has submitted a bid in response to an invitation to bid issued by the School for the exclusive right to develop and carry out a program for the sale of its beverage products at the School and in all other facilities owned or operated by the School.

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the School determined that it is in the best interests of the School to contract with Pepsi to provide services for the sale of beverage products.

WHEREAS, the parties desire to confirm the terms and conditions under which the School will contract with Pepsi to install, operate, service and maintain all equipment dispensing beverage products.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Definitions.

"Agreement Year" means each twelve-month period beginning with the first day of the Term.

"Beverage" or "Beverages" means all carbonated or non-carbonated, nonalcoholic beverages or soft drinks, including, but not limited to, carbonated soft drinks, fruit juices, fruit juice-containing drinks, fruit-flavored drinks, cold tea products, cold coffee products, hypertonic, isotonic, hypotonic drinks, energy/fluid replacement drinks and packaged waters.

"Campuses" means the entire premises of every school and facility owned or operated by the School, now or in the future, including all athletic facilities and concession stands, and, for each building, the grounds, parking lots, dining facilities, unbranded and branded food service outlets and vending areas.

"Competitive Products" means any and all Beverages which are not Products, excluding hot coffee, hot tea and non shelf-stable products containing at least ninety percent whole, skim or low-fat milk.

"Products" shall mean Beverage products manufactured, sold or distributed, now or in the future, by Pepsi.

"School Year" means consecutive calendar days running from July 1 of a year through June 30 of the following year.

"Team" or "Team(s)" means all interscholastic athletic teams associated with the School.

2. Term.

The term of this Agreement shall be from the date hereof and ending on August 31, 2009 ("Term") unless sooner terminated as provided herein. At the end of the Term, in the event Pepsi has performed in accordance with the terms and conditions of the Agreement during the Term, this Agreement shall be renewed by the School upon the request of Pepsi for an additional one (1) year term subject to review by the and adoption by the School. In the event the Agreement is not renewed, all Pepsi equipment, machines and supplies will be removed from the School's various premises and adjustments made, based upon an accounting, for remaining Pepsi product at such premises.

3. Exclusive Beverage Availability Rights.

The School hereby grants to Pepsi the following exclusive Beverage availability rights:

(A) Pepsi shall have the exclusive right to make Beverages available for sale and distribution on Campus through vending and food service ("Food Service"), including the right to provide all Beverages sold at athletic contests, booster club activities, and all other special events conducted at or any location on the Campus ("Special Events"). Subject to the terms and conditions set forth in this Agreement, the School agrees that Products shall be the exclusive Beverages sold, dispensed or served or available on the Campus. The hours during which the Beverages will be available for sale for both vending and Food Service are attached hereto as Exhibit A.

(B) Pepsi shall have the exclusive right to install full service vending machines ("Vending Machines"), retail single-serve Food Service equipment ("Retail Equipment") and fountain service equipment ("Fountain Equipment") (Vending Machines, Retail Equipment and Fountain Equipment is collectively referred to as the "Equipment") throughout the Campus. Pepsi shall have the further right to install additional Vending Machines, Retail Equipment and Fountain Equipment in buildings and facilities acquired and/or constructed by the School after the date of this Agreement. Pepsi shall install the Vending Machines, Retail Equipment and Fountain Equipment at its sole expense. Pepsi shall have the right to place full trademark panels on all sides of its Vending Machines, Retail Equipment and Fountain Equipment. Pepsi, or one of its affiliates, shall retain title to all Vending Machines, Retail Equipment and Fountain Equipment.

(C) The School shall purchase, and shall require that all concessionaires, Food Service vendors, and booster clubs selling Beverages on Campus purchase all Products, cups, lids and carbon dioxide directly from Pepsi.

4. Pricing and Products.

(A) Vending products to be offered are certain Products as determined by Pepsi from time to time.

(B) Food Service pricing and products are listed in attached Exhibit B. The School recognizes that such pricing is available for one year from the date of execution of this Agreement. Any pricing changes by Pepsi shall first be notified to the School.

5. Consideration.

In consideration of the exclusive rights granted in this Agreement, Pepsi shall pay to the School the following:

(A) An initial sponsorship fee of Thirty Six Thousand Four Hundred Seventy Seven Dollars ($36,477.00) due and payable sixty (60) days from the signing of this Agreement (the "Initial Sponsorship Fee").

(B) An annual sponsorship fee, payable in years 2 through 5 commencing on the second anniversary date of the signing of this Agreement and each anniversary date thereafter until the end of the Term of the Agreement in the amount of Two Thousand Five Hundred Dollars ($2,500.00) per year not to exceed four (4) consecutive payments (the "Annual Sponsorship Fee").

(C) Commissions as a percentage of cash collected (less sales taxes and applicable license and recycling fees) ("Commissions") from all sales of Products through Vending Machines made from the Campus pursuant to this Agreement during the Term as set forth on Exhibit C. Checks for such Commissions will be sent to the School every four (4) weeks. Any new Products sold through Vending Machines during the Term shall be at the then-current commission rate established by Pepsi.

6. Additional Consideration.

In addition to the consideration specified in Section 5 above, Pepsi shall provide the following further consideration to the School:

(A) Pepsi will provide annual Product donations of up to a total of 50 cases per Agreement Year across all Campuses upon request of the School, provided however, that the School will administer all requests through a central contact so that the School may prioritize the requests.

(B) Pepsi shall provide the School with annual funding of One Thousand Dollars ($1,000.00) not to exceed five (5) payments for student scholarships.

(C) Pepsi shall provide the School with annual funding of One Thousand Dollars ($1,000.00). These funds are designated for mutually agreed programs.

(D) Pepsi shall provide the School with a annual rebate of Seventy Five Cents (.75) per case on all cases directly from Pepsi. These funds do not include any Full Service Vending machines.

(E) Pepsi will provide the School with one copy of a funding sources software program licensed to the School.

7. Volume

In order to be eligible for the above consideration as outlined in Sections 5 and 6 above, the School agrees that sales volume on the Campuses shall be equal to or greater than, on an annual basis, the following amounts:

Annual Volume: 3950 Cases/Gallons

The volume commitments above shall be collectively referred to herein as the "Volume Threshold". Actual volume shall be calculated by Pepsi annually for each twelve month period during the Term. In the event the Volume Threshold is not met, Pepsi shall have the rights granted pursuant to Section 14 hereof.

8. Competitive Products.

During the entire Term of this Agreement:

(A) No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus;

(B) No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches; and

(C) No agreement will be entered into or maintained by the School pursuant to which Competitive Products will be associated with the School or the Campus in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the School, Campuses or Teams.

9. Equipment and Service.

(A) Pepsi shall place Equipment based upon Pepsi's survey of the Campus needs, and replace all current beverage vending, retail and dispensing equipment located on the Campus that is not identified as equipment of Pepsi with Equipment owned by Pepsi. Pepsi shall be allowed to place a minimum of 1 Vending Machines per 200 students at the School. Up to 10% Vending Machines will be 12 oz. can machines and 90% will be 20 oz. plastic bottle machines.

(B) During the Term and at no cost to the School, Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Campus. Pepsi or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.

(C) The Equipment may not be removed from the Campus without Pepsi's written consent, and the School agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the School, remove all Equipment from the Campus at no expense to the School.

(D) Pepsi's service of the Equipment will be provided during normal school hours, and Pepsi will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Pepsi, and shall not be liable for damages of any nature arising out of delays in rendering service.

(E) Pepsi shall be responsible for collecting, for its own account, all cash monies from the vending equipment and for all related accounting for all cash monies collected therefrom. School agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Campuses.

10. Product Stocking.

The School shall permit Pepsi, its employees, agents and representatives to enter the schools and other School facilities for purposes of servicing and stocking the Equipment during normal school hours.

11. Taxes.

School acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the School in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Vending Machines or other Equipment.

12. Representations and Warranties.

(A) Representations and Warranties of the School.

The School represents and warrants to Pepsi as follows:

(1) The School has full power and authority to enter into this Agreement and to grant and convey to Pepsi the rights set forth herein;

(2) All necessary approvals for the execution, delivery and performance of this Agreement by the School have been obtained and this Agreement has been duly executed and delivered by the School and constitutes the legal, valid and binding obligation of the School enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;

(3) The signatory of this Agreement is duly authorized and empowered to bind the School to the terms and conditions of this Agreement for the duration of the Term; and

(4) The School has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Representations and Warranties of Pepsi.

Pepsi hereby represents and warrants to the School as follows:

(1) Pepsi has full power and authority to enter into and perform this Agreement;

(2) All necessary approvals for the execution, delivery and performance of this Agreement by Pepsi have been obtained and this Agreement has been duly executed and delivered by Pepsi and constitutes the legal, valid and binding obligation of Pepsi enforceable in accordance with its terms and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;

(3) The signatory of this Agreement is duly authorized and empowered to bind Pepsi to the terms and conditions of this Agreement for the duration of the Term; and

(4) Pepsi has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(C) General.

Each of the parties hereto agree that (i) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (ii) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

13. Indemnification.

(A) Pepsi will indemnify and hold the School harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Pepsi's products; and/or (iii) the negligence or willful misconduct of Pepsi.

(B) The School will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of : (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the School.

(C) The provisions of this Section 13 shall survive the termination of this Agreement.

14. Loss Of Rights; Breach of Contract and Termination.

(A) If Pepsi's exclusive rights to sell any one or more of the Products, are violated, prohibited or limited during the Term of this Agreement by way of final judicial opinion, imposition or modification of any local, state or federal laws and/or regulations, then Pepsi shall have the right to:

(1) substitute other of its Products offered by Pepsi for the Products subject to such Affected Rights;

(2) reduce Pepsi's ongoing fees including support and commissions payable hereunder to an amount equal to the then-current ongoing fees Pepsi would pay for the right to market, sell or distribute the remaining Products as a result of such Affected Rights; and

(3) recover an amount pursuant to Section 14(A)(2)(b) below relative to the Products subject to such Affected Rights, as determined by Pepsi.

(B) If any of the material terms of this Agreement are breached or restricted by the School, including, but not limited to, if Pepsi is restricted by School from selling any of the Products on Exhibit B that makes up one of its top five selling brands or if Pepsi is restricted by School from selling one of more of its Products during the permitted hours as set forth on Exhibit A, than Pepsi may give the School written notice of such event and the School shall have a thirty (30) day period within which to cure such breach. If the School fails to cure such breach within a thirty (30) day period, Pepsi shall have the right to

(1) in the event the breach is related to a failure to meet the Volume Threshold, extend the Term of the Agreement for a period until the Volume Threshold have been met with no further payments due hereunder except commissions payable.

OR

(2)(a) terminate this Agreement in its entirety; and

(b) then Pepsi shall, without prejudice to any other right or remedy available to Pepsi, obtain a reimbursement from the School of any (i) unearned Initial Sponsorship Fee and (ii) unearned Annual Sponsorship Fee paid by Pepsi to the School for the Agreement Year in which such termination occurs. With regard to the Initial Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying the Initial Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is 60. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Agreement Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Agreement Year at the time of such termination or limitation and the denominator of which is twelve.

(C) The School may terminate this Agreement for any breach of this Agreement's material terms by Pepsi. The School shall provide Pepsi with written notice of the breach and provide a thirty (30) day opportunity for Pepsi to cure such breach. If Pepsi fails to cure the breach within the thirty (30) day period, the School, may terminate the Agreement upon written notice to Pepsi.

(D) Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall:

(1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statue thereto, be applicable to this Agreement; or

(2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or

(3) admit in writing its inability to pay its debts as such debts become due.

15. Injunctive Relief.

It is understood that the rights granted to vendor in this Agreement are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of any of the other remedies described herein. Accordingly, in the event the Products are not made available as provided in this Agreement or if any of the provisions concerning Competitive Products are not complied with, the School acknowledge and agree that Pepsi shall be entitled to seek and obtain equitable relief including an injunction requiring the School to comply fully with its obligations under this Agreement to the extent permitted by law.

16. Notices.

Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Pepsi:
The Pepsi Bottling Group
7550 Reese Road
Sacramento, CA 95828
Attn: Vice President and General Manager

Copy to:
The Pepsi Bottling Group
One Pepsi Way
Somers, NY 10589
Attn: General Counsel

If to the School:
Lincoln High School
790 J Street
Lincoln, California 95648

17. Relationship of Parties.

(A) The Schools and Pepsi are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Pepsi and any person employed by or conducting business with the School shall not be a partner, employee, agent or joint venturer of the School. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee.

(B) No goods or equipment shall be purchased in the name of the School by Pepsi or any person employed by or conducting business with Pepsi nor shall any goods or equipment be purchased by the School in the name of Pepsi. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefor.

18. Retention of Rights.

The School shall not obtain by virtue of this Agreement, any right, title or interest in the trademarks of Pepsi or PepsiCo, Inc., nor shall this Agreement give the School the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Pepsi or PepsiCo, Inc.

19. Confidentiality.

(A) Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulations of the School, the School and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed.

(B) "Confidential Information" shall include all non-public, confidential or proprietary information that the School or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to School or its Representatives in connection with this Agreement. "Confidential Information" shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by the School, Pepsi or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of the School or Pepsi.

(C) The provisions of this Section and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

20. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of New York, or the United States District Court having jurisdiction in Westchester County, New York, or, if neither of such courts shall have jurisdiction, then before any court sitting in Westchester County, New York having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of New York in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

21. Insurance

(A) Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insureds on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insureds.

(B) Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

22. Entire Agreement.

(A) This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

(B) No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

23. Assignment: Binding Nature; Multiple Originals.

To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Pepsi and the School and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. Notwithstanding the foregoing, Pepsi shall be entitled to assign its rights and obligations under this Agreement to a subsidiary or affiliate or pursuant to the sale of substantially all of its assets. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.

24. Savings Clause.

If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

Bottling Group, LLC	Western Placer Unified School District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Vending and Food Service Hours

Vending hours are to be determined on a mutually agreed program between the School and Pepsi.

Exhibit B

Products & Pricing

6 pack cans-Carbonated Soft Drinks	$6.76
12 oz Sobe Synergy	$15.00
20 oz Carbonated Soft Drinks	$15.46
20 oz Aquafina	$9.73
20 oz Tropicana	$15.46
20 oz Gatorade	$16.00
16 oz Dole Juices	$10.00

Exhibit C

Commissions

(i) For all Products except Gatorade: ⇒(Cash collected x 35%) minus sales tax and CRV = Commission due. This Commission rate is contingent upon a minimum vend price of $1.00.

(ii) For Gatorade Products: ⇒(Cash collected x 30%) minus sales tax and CRV = Commission due. This Commission rate is contingent upon a minimum vend price of $1.25.

(iii) For Sobe Synergy Products: ⇒(Cash collected x 28%) minus sales tax and CRV = Commission due. This Commission rate is contingent upon a minimum vend price of $1.00.

3.3.14

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___
	Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Placer County School Board Association Annual Dues

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Yes

MEETING DATE:
October 19, 2004

BACKGROUND:

The Placer County School Boards Association is planning its activities for the 2004-05 School Year. These dues help defray the cost of association activities during the year.

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees renew its membership with the Placer County School Boards Association this year.

Placer County School Boards Association

360 Nevada Street, Auburn, CA 95603-3779 (530) 889-8020

DATE: SEPTEMBER 28, 2004

TO: BOARD OF TRUSTEES
Western Placer Unified School District

FROM: NANCY PALMER, PRESIDENT

SUBJECT: ANNUAL DUES

The Placer County School Boards Association is planning its activities for the 2004-05 school year. This year's Trustee/Administrator Dinner is scheduled to be held on Monday, November 15, 2004. Please mark your calendar!

Enclosed you will find an invoice in the amount of $50.00 for annual dues. These funds are used to help defray the cost of association activities during the year.

We respectfully request that your Board of Trustees renew its membership with the Placer County School Boards Association again this year by processing payment of the enclosed invoice at your earliest convenience.

Your support and participation are encouraged and appreciated.

Attachment

3.4.1

REPORTS

AND

COMMUNICATION

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, 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 SBLT Involvement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Program Focus Area –
accountability results for schools

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
October 19, 2004

BACKGROUND:

Each site receives a personalized accountability report delivered at a staff meeting by the Office of Educational Services. These reports will highlighted.

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

5.5.2

Accountability Results

Glen Edwards Middle School
2004
October 11, 2004

Page 1
California Standards Tests (CST) scores and comparison

California Achievement Test (CAT 6) scores and comparison

Socio-economically Disadvantaged CST and comparison

Page 2
API Comparison

Page 3/4
Adequate Yearly Progress (AYP) Report

Page 5
District AYP Report

Western Placer Unified School District

5.5.3.1

INFORMATION

DISCUSSION

ACTION 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 differencesare 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 ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Surplus Property -
Valley View School Site

AGENDA ITEM AREA:
Information/Discussion/Action

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Yes

MEETING DATE:
August 3, 2004

BACKGROUND:

After extensive research and legal investigation Western Placer Unified School District is proposing the transfer of the Valley View School Site to the 501(c)3 Thermalands Community Center.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve legal transfer of the Valley View School Site to the Thermalands Community Center.

Eva\h:\wpfiles\Board\format11

WESTERN PLACER UNIFIED SCHOOL DISTRICT

CHECKLIST FOR SALE OF SCHOOL DISTRICT REAL PROPERTY

I. DECLARE REAL PROPERTY TO BE SURPLUS PROPERTY

☐ A. Governing Board appoints advisory committee of not less than 7 nor more than 11 members per Education Code §17388 consisting of members per Education Code §17389, representing:

- ☐ 1. The ethnic, age group, and socioeconomic composition of the district.
- ☑ 2. The business community.
- ☐ 3. Landowners or renters, with preference to be given to representatives of neighbor associations.
- ☑ 4. Teachers.
- ☐ 5. Administrators.
- ☐ 6. Parents of students.
- ☐ 7. Persons with expertise in environmental impacts, legal contracts, building codes and land use planning.

☐ B. Advisory Committee forwards report to Governing Board recommending uses for surplus real property (Education Code §17390).

☐ C. Notify local planning agency of intent to dispose of real property (Government Code §65402).

☐ D. Local agency has 40 days to report on proposed dispositions conformity with general plan. No response is deemed a finding of conformance (Government Code §65402).

☐ E. Obtain preliminary title report including legal description of site.

☐ F. Obtain site appraisal.

As per Education Code 17388 a committee was formed to discuss the surplusing of real property belonging to the school district known as the Valley View school site. The representation of the members as required by code where ; a representative from the socioeconomic composition of the district, a business community representative ,a representative from the neighborhood association, a teacher, a school administrator, parents of students and a person with expertise in environmental impacts, legal contracts, building codes and land use planning.

Assistant Superintendent Stewart reviewed the status of the facility and site at Valley View.Included in his report was the inadequacy of the water and septic systems. The presence of lead based paints and asbestos were reported. The sub standard size of the site for a K-5, 600 student school was identified. The inability of the property to pass a perk test was confirmed. Other negative conditions were mentioned.

Contact with Placer County officials revealed little or no interest in the property as a potential county park site.

Superintendent Yohe introduced for discussion a letter of interest on behalf of the Thermalands Community Center, a recently formed 501(c)3 non-profit ,expressing an interest in acquiring the property.

A discussion was held in regards to the retail commercial value of the land. An appraisal will be ordered to ascertain the current value.

The group unanimously agreed the site does not meet district standards for a K-5 school site. This property would not be under consideration for development now or in the foreseeable future as the Thermalands/Sheridan area grows and develops.

The group was also unanimous in the belief that financial considerations aside, it would be a magnanimous gesture on the part of the school district to "gift" the Valley View school site, as is, to the community through the Thermalands Community Center non-profit. In the event the non-profit were to dissolve at some point in the future the title to the property would revert to the district.

THERMALANDS COMMUNITY CENTER

A California Nonprofit Public Benefit Corporation

BOARD OF DIRECTORS
Chairman Brian Gray
Secretary Joy Salazar
Treasurer Phil Jerrell
Jim Thomas
Kathy Arts

October 23, 2003

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

RE: Valley View School Site

Dear Jay:

The Board of Directors of the Thermalands Community Center is pleased to advise that the process of establishing ourselves as a non-profit organization has now been completed. Upon learning of the WPUSD's interest in making a donation of the school site to a community based group, local residents came together to form the organization and raised the funds required for such an undertaking.

We now look forward to hearing from you regarding the status of this opportunity and what you see as the next step in the process. Please call me at 916-408-5600 or you may respond in writing to the Thermalands Community Center at 1614 Zoe Ann Drive, Lincoln, CA 95648.

We all thank you so much for considering the Thermalands community in your future plans for Valley View School.

Regards,

Joy Salazar
Secretary, Thermalands Community Center

JAMES R. BANCROFT
221 MAIN STREET, SUITE 440
SAN FRANCISCO, CA 94105
TELEPHONE: (415) 537-8383
FAX: (415) 537-9645

August 9, 2004

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

Dear Mr. Yohe:

Enclosed for convenient reference is a copy of the Quit Claim Deed dated May 26, 1976.

At your request, I am writing this letter to express my support of the Western Placer Unified School District's proposed transfer of the property described in the enclosed Quit Claim Deed dated May 26, 1976 to Thermalands Community Center.

Nothing contained in this letter shall be construed as a waiver or as estoppel with respect to any interest or right under the possibility of a reverter described in the Quit Claim Deed.

Very truly yours,

James R. Bancroft

Enclosure

EHK14_0804

6.1.4

Western Placer Unified School District
1870 Sixth Street
Lincoln, CA. 95648

A. P. DOCUMENTARY TRANSFER TAX $-0-
I hereby declare transfer tax was computed on
FULL VALUE OF PROPERTY INTEREST CONVEYED
FULL VALUE LESS LIENS AND ENCUMBRANCES

1593

QUIT CLAIM DEED

JAMES R. BANCROFT do hereby remise, release and quit claim to Western Placer Unified School District, real property situated in the County of PLACER, State of California, described as follows:

A portion of the Northeast quarter of Section 3, Township 13 North, Range 6 East, M.D.M.

BEGINNING AT A Point on the East line of said Section 3 from which the Northeast corner of said Section 3 bears North 01° 23' 11" West 1626.44 feet; THENCE from said POINT OF BEGINNING North 89° 02' 41" West 30.04 feet to an existing fence corner; thence continuing along said fence North 89° 02' 41" West 245.45 feet to a fence corner, thence along said fence North 04° 53' 32" West 532.43 feet to a fence corner; thence along said fence South 89° 26' 27" East 115.94 feet to a fence corner, thence continuing South 88° 26' 27" East 64.04 feet to a point on the East line of said Section 3 thence along said East line South 01° 23' 11" East 572.96 feet to the Point of Beginning.

To have and to hold all and singular the said premises, together with the appurtenances unto the said Grantee and to its successors and assigns forever. This conveyance is made and accepted upon the following express condition, which is to be binding upon the Grantee, its successors and assigns, to wit:

In the event the real property hereinbefore described and conveyed ceases to be used for public school purposes for a period of one year then the same shall revert back to the Grantors, their heirs, successors or assigns, provided that the improvements, if any, may be removed by the Grantee within a reasonable time after said reversion.

The Grantee hereby covenants with the Grantor that the Grantee, its successors or assigns, will within six months from the date hereof, make and set up and so long thereafter as said Grantee, its successors or assigns shall own the said property, will maintain at its and their own cost and expense in a proper and substantial manner, a tight fence sufficient to stop all live stock along the western and northern boundary lines of said land above described.

Dated: May 26, 1976

James R. Bancroft
JAMES R. BANCROFT

STATE OF CALIFORNIA
City and COUNTY OF
San Francisco } ss.

On May 26, 1976 before me, the undersigned, a Notary Public
James R. Bancroft known to me to be the person
whose name is subscribed to the within instrument
and acknowledged that he executed the same.
(SEAL)

NANCY L. WILKINSON
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Oct. 27, 1977

Nancy L. Wilkinson
Notary Public

My Commission Expires

Nancy L. Wiklinson
Type or Print Name of Notary

6.1.5

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
Marcia Harris
Paul Long
Earl Mentze
Karen Roberts
Dennis Sonnenburg

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

COPY

August 2, 2004

Josephine J. Blackford
103 Olive Street
Wheatland, CA 95692

Dear Mrs. Blackford:

This is to follow up our telephone conversation of July 7, 2004. As you know and as we discussed the District holds title to real property generally described as the Valley View School property at 7755 McCourtney Road, Lincoln, California.

The District plans to use the property for the benefit of the community and the children in our schools. The District has determined that the best way to assure that the property is properly used for the good of our community is to transfer title to the Thermalands Community Center. The Center is a non-profit public benefit, 501(c)(3) corporation that has been established specifically to serve the needs of the community. By transferring title to the Center we are better able to provide for the use and development of the property. In any event, I appreciate the sentiment you expressed on the phone that you feel such use of the property would appear to be properly beneficial to the community.

Nevertheless, I was contacted by a Mr. Robert Blackford III of 1901 Harrison Street, South Twin Falls, Idaho on April 2, 2004, February 16th, 2004 and again on July 19, 2004. Apparently, Mr. Blackford is claiming some right to exclude the District from access to the Valley View property. Mr. Blackford has asserted that he, in his own capacity or as an agent or representative, holds title to adjacent property. Mr. Blackford claims he has a right to prohibit the District from transferring the subject property.

After a careful review of pertinent public records and title documents, the District believes that:

1. The District currently has clear title in fee simple absolute to the Valley View property to the exclusion of all others.
2. There were no conditions on the transfer of Valley View property to James Bancroft from Robert and Josephine Blackford in 1966.
3. There was a reversionary clause in 1976 from James Bancroft to the District limiting use of the property to "public school purposes" for one year that has been fully satisfied.

6.1.6

4. The District has full and complete authority to transfer the Valley View property for the community purpose now under consideration.
5. On June 23, 1992 (Case No. S-1900) the Superior Court in and for the County of Placer ruled that the representative of the Estate of Robert R. Blackford " disclaims any right or power to enforce or invoke the condition or restriction limiting use of the Property for "public school purposes" or to dispute that such condition or restriction has been satisfied..."
6. We are aware of no interest held by Mr. Robert Blackford III or any other person which would prohibit transfer of title by the District.

Mr. Robert Blackford III has also stated to me that it is improper for me to communicate with you and that he is the proper party. If it is your desire that Mr. Blackford represent you in any future communication, please let me know and I will honor your request.

Thank you again for your courtesy and consideration. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Roger R. Yohe,
Superintendent

Cc: Mr. Robert Blackford III

6.1.7

Seevers
Jordan
Ziegenmeyer

3825 Atherton Road • Suite 500 • Rocklin, CA 95765 • 916.435.3883 • Fax 916.435.4774

Real Estate Appraisal & Consultation

October 11, 2004

Mr. Jay Stewart
Western Placer Unified School District
810 J Street
Lincoln, California 95648

RE: Valley View School Site (4.70± acres)
7755 McCourtney Road
Lincoln, California 95648

Dear Mr. Stewart:

At your request and authorization, Seevers • Jordan • Ziegenmeyer has prepared a Complete Appraisal pertaining to the above-referenced real property. This report was prepared in compliance with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) and, as such, represents a Summary Appraisal Report.

The subject property represents a school facility situated on 4.70± acres of land. The property is located along the west side of McCourtney Road, south of Camp Far West Reservoir, within an unincorporated area of Placer County, California. The school facility currently consists of a 2,790± square foot classroom building and a 154± square foot storage shed. It is noted that the subject improvements are considered to be at the end of their economic lives and are judged to have no contributory value. As such, the subject property will be appraised as vacant land less demolition costs. The property is more fully described legally and physically within the attached report.

As a result of our analysis, it is our opinion the market value of the fee simple interest in the subject property, as of September 23, 2004, in accordance with the assumptions and limiting conditions set forth on pages 5 and 6 of the attached document, is …

ONE HUNDRED TEN THOUSAND DOLLARS

$110,000

This letter must remain attached to the report, which contains 65 pages, plus related exhibits and Addenda, in order for the value opinion(s) contained herein to be considered valid.

6.1.8

We hereby certify the property has been inspected and we have impartially considered all data collected in the investigation. Further, we have no past, present or anticipated future interest in the property.

The subject property does not have any significant natural, cultural, recreational or scientific value. The appraiser certifies this appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

This appraisal has been performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the appraisal requirements of the client.

Thank you for the opportunity to work with your office on this assignment.

Sincerely,

P. Richard Seevers, MAI
State Certification No.: AG001723
Expires: August 12, 2006

Nelson M. Wong, Appraiser
State Certification No.: AG034862
Expires: August 12, 2006

/nan

6.1.9

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:

Approve the Reimbursement Resolution 04/05.09 to Issue Mello-Roos Bonds from the Community Facilities District No. 1.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 19, 2004

BACKGROUND:

The attached resolution allows the Western Placer Unified School District to issue up to $15,000,000.00 in Mello-Roos Bonds based on the revenue stream from Community Facilities District No. 1.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Reimbursement Resolution 04/05.09 to issue Mello-Roos Bonds from the Community Facilities District No. 1.

RESOLUTION 04/05.09

REIMBURSEMENT RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ACTING AS LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

WHEREAS, the Western Placer Unified School District (the "District") has formed the Community Facilities District No. 1 of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of Sections 53311, et seq., of the California Government Code in order to finance the purchase, construction, expansion, improvement, and rehabilitation of school facilities, including the acquisition of land therefor (the "Project"), and to pay incidental expenses incurred in conjunction therewith;

WHEREAS, the District expects to issue debt to finance the costs of the Project on a permanent basis (the "Debt");

WHEREAS, the District expects to expend moneys (other than moneys derived from the issuance of bonds) on expenditures relating to the costs of the Project prior to the issuance of the Debt, which expenditures will be properly chargeable to a capital account under general federal income tax principles;

WHEREAS, the District reasonably expects to reimburse certain of such capital expenditures with the proceeds of the Debt;

WHEREAS, the District expects that the maximum principal amount of Debt which will be issued to pay for the costs of the Project (and related issuance costs) will not exceed $15,000,000;

WHEREAS, at the time of the reimbursement, the District will evidence the reimbursement in a writing which identifies the allocation of the proceeds of the Debt to the District for the purpose of reimbursing the District for the capital expenditures made prior to the issuance of the Debt;

WHEREAS, the District expects to make the reimbursement allocation no later than eighteen (18) months after the later of (i) the date on which the earliest original expenditure is paid or (ii) the date on which the Project is placed in service (or abandoned), but in no event later than three (3) years after the date on which the earliest original expenditure for the Project is paid;

WHEREAS, the District will not, within one (1) year of the reimbursement allocation, use the proceeds of the Debt received in the reimbursement allocation in a manner that will result in the creation of replacement proceeds of the Debt

or another issue (*e.g.*, the District will not pledge or use the proceeds received for the payment of debt service on the Debt or another issue, except that the proceeds of the Debt can be deposited in a bona fide debt service fund); and

WHEREAS, this Resolution is intended to be a "declaration of official intent" in accordance with Section 1.150-2 of the Treasury Regulations.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 1.150-2 of the Treasury Regulations, the District declares its intention to issue Debt in a principal amount not to exceed $15,000,000, the proceeds of which will be used to pay for the costs of the Project (and related issuance costs), including the reimbursement to the District for certain capital expenditures relating to the Project made prior to the issuance of the Debt.

6.2.2

The foregoing Resolution was duly adopted by the Board of Trustees of the Western Placer Unified School District, acting as the legislative body of Western Placer Unified School District Community Facilities District No. 1, on the 19th day of October, 2004.

BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT, acting as the legislative body of Western Placer Unified School District Community Facilities District No. 1

By:_____
Title:_____

ATTEST:

By:_____
Title:_____

STATE OF CALIFORNIA)
) ss
COUNTY OF PLACER)

I, Paul Long, President of the Board of Trustees of the Western Placer Unified School District (the "Board") do hereby certify that the foregoing Resolution was duly adopted by the Board of said Western Placer Unified School District at a meeting of said Board held on the 19th day of October, 2004, and that it was so adopted by the following vote:

AYES: MEMBERS:

_____
_____

NOES: MEMBERS:

_____
_____

ABSTAIN: MEMBERS:

_____
_____

ABSENT: MEMBERS:

_____
_____

_____
President, Board of Trustees

6.2.4