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	9/04/04	10/8/04
Sheridan School (K-8)	159	160
Sheridan School Independent Study (K-12)	22	26
First Street School (K-5)	594	601
Carlin C. Coppin Elementary (K-5)	458	467
Creekside Oaks Elementary (K-5)	669	668
Twelve Bridges Elementary (K-5)	314	318
Glen Edwards Middle (6-8)	945	954
Lincoln High School (9-12)	1109	1105
Phoenix High School (10-12)	83	84
PCOE Home School	8	8
TOTAL:	**4361**	**4391**

Phoenix Infant/Toddler	28	Prechool/Head Start	
SDC Preschool	8	First & J Streets	25
Adult Education	68	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 individua l differences are valued and respected.
~Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
~Promote the involvement of the community, local government, business, servic e organizations, etc. as partners in the education of our students.
~Promote student health and nutrition in order to enhance readiness for learning.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
November 16, 2004, 7:00 P.M.
GLEN EDWARDS SCHOOL – MULTI PURPOSE ROOM
204 "L" Street, LINCOLN, CA

AGENDA

2004-2005 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

6:30 P.M. OPEN SESSION - Glen Edwards Middle School - Library

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

6:35 P.M. CLOSED SESSION

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

a. Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion #04/05 D

2. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION – Glen Edwards Middle School – Spirit Center (Multi Purpose Room)

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

a. Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion #04/05 D

3. SPECIAL ORDER OF BUSINESS

3.1 SCHOOL FEATURED – Glen Edwards Middle School

- Presentation from SBLT President
- Power Point Presentation
- Student Presentations
  - >Language Arts
  - >Life Science
  - >Advanced Band

4. CONSENT AGENDA

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

4.1 Ratification of Personnel Items

Certificated:

a. Ratification of Short-Term Certificated Resignations:
Maria McArdle-Bilingual Nurse – Lighthouse

b. Ratification of Certificated Temporary Employments:
Jodi Lamparter–7th/8th Grade Temporary Teacher – Sher

c. Request for Leave of Absence:
Tom Toy-Science Teacher – TBE
Misty Lacey-Alarcon-3rd Grade Teacher - FSS

Classified:

d. Ratification of Classified Employments:
Patricia Alves-Campus/Cafeteria Supervisor – FSS
Rhia Zinzun-Receptionist/Clerk – DO
Ida Foster – Campus/Cafeteria Supervisor - GEMS

e. Ratification of Classified Transfer:
Teresa Palos-Special Education Instruction Aide – GEM

f. Ratification of Classified Short-Term Employment:
Heather Willoughby-Clerk 1 – Sher

g. Request for Leave of Absence:
Teri Solander–Instructional Aide - CCC

5. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6. REPORTS & COMMUNICATION

6.1 Student Advisory – Andrea Ayala, Lincoln High School
6.2 Western Placer Teacher's Association – Mike Agrippino
6.3 Western Placer Classified Employee Association – Joe Ross
6.4 Superintendent –
6.5 Assistant Superintendent(s)
- 6.5.1 Jay M. Stewart
  - a. Budget Update:
  - b. Facilities Update:
- 6.5.2 Scott Leaman
  - a. Program Focus Area: → Curriculum Based Measurement
    California Standards Test

→21st Century After School Grant Award

6.5.3 Bob Noyes, Personnel Director

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

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

7.1 (D/A) ADOPTION OF POLICY REVISIONS AS REVIEWED BY THE DISTRICT POLICY COMMITTEE – Yohe *(04/05 G & O, Components I-V)*

•The District Policy Committee and the Management Team have reviewed the following revised policies/regulations/exhibits as per CSBA. This group of revisions is ready for adoption:

- ❖ BP4112.24 Teacher Qualification Under the No Child Left Behind Act
- ❖ AR4112.24 Teacher Qualification Under the No Child Left Behind Act
- ❖ BP6173.1 Education For Foster Youth
- ❖ AR6173.1 Education For Foster Youth

7.2 (D/A) APPROVE THE FY 2004-05 ASSISTANT SUPERINTENDENT – Long *(04/05 G & O Components V)*

•The attached Assistant Superintendent salary survey indicates that the Western Placer Unified School District is currently sixth out of the eight districts in Placer County with Assistant Superintendent positions. Total cost of this salary proposal, include statutory payroll costs, retroactive to July 1, 2004, is $11,836. However, only $3,018 will be charged to the General Fund since the balance is picked-up through the Capital Facilities Fund and categorical programs.

7.3 (D/A) APPROVE RESOLUTION 04/05.11 DESIGNATION A REPRESENTATIVE AND ALTERNATE TO THE SCHOOL INSURANCE GROUP JOINT POWERS BOARD – Stewart *(04/05 G & O Components IV-V)*

•This resolution is required due to the retirement of Trudy Wilson, who served as the District's representative to the School Insurance Group joint powers board.

7.4 (D/A) APPROVE RESOLUTION NO. 04/05.12 AUTHORIZING THE RECORDING OF THE DEED FOR THE LINCOLN CROSSING ELEMENTARY SCHOOL SITE IN THE NAME OF THE DISTRICT – Stewart *(04/05 G & O Components IV-V)*

•The attached resolution and the attached exhibit authorize the District to accept and authorize the recording of the deed regarding the purchase of the Lincoln Crossing elementary school site (North).

7.5 (D/A) APPROVE THE AGREEMENT FOR THE PURCHASE AND SALE OF THE REAL PROPERTY AND ESCROW INSTRUCTIONS FOR THE TWELVE BRIDGES HIGH SCHOOL SITE - Stewart *(04/05 G & O Components IV-V)*

•The attached document is the sales agreement for the 20.8 acre Twelve Bridges high school site. The agreed upon price is $360,096 per acre, which equates to a total purchase price of $7,490,000. Proceeds from the pending Mello-Roos bond will be utilized to purchase this site.

8. COMMENTS - BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway
- Budget Suspensions for the 2004/05 School Year

8.2 BOARD MEMBER REPORTS/COMMENTS

9. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >December 7, 2004, 7:00 p.m., Lincoln High School

10. ADJOURNMENT

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

Posted: 11/12/04
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WESTERN PLACER UNIFIED SCHOOL DISTRICT

CLOSED SESSION AGENDA

PLACE: **Glen Edwards Middle School-Library, 205 "L" Street, Lincoln**
DATE: **November 16, 2004**
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

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Student Discipline/Expulsion
Student 04/05 D

AGENDA ITEM AREA:
Disclosure of action taken in

REQUESTED BY:
John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in Regards to the expulsion of Student #04-05 D

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

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 progams 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:
Glen Edwards Middle School Featured

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Yes

MEETING DATE:
November 16, 2004

BACKGROUND:

Glen Edwards Middle School will have (1) SBLT Presentation; (2) Power Point Presentation; (3) Student Presentations

SUPERINTENDENT'S RECOMMENDATION:
Administration recommends the Board of Trustees enjoy the presentation from Glen Edwards Middle School.

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Glen Edwards Middle School
Presentation to the Board of Directors
November 16, 2004

"Glen Edwards Middle School –
Improving Our Program"

1. **Introduction – Jay Bietz, SBLT Chairperson**

2. **Power Point Presentation – Mary Boyle & Michael Doherty**

3. **Student Presentations**

   - **Language Arts - Essay Excerpts**
   - **Life Science: Grand Rounds! – Sue Hoffman**
   - **Advanced Band – Mario Sebastian**

4. **Questions**

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 ____ Personnel Sign-Off by B. Noyes ____
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman ____ SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Ratification of Short-term Certificated Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

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

Maria McArdle – Bilingual Nurse – Lighthouse

SUPERINTENDENT'S RECOMMENDATION:

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

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 Certificated Temporary Employment

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

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

Jodi Lamparter– 7th/8th Grade Teacher (.50 FTE) - Sheridan

(Start Date: October 11, 2004, Ending Date: June 3, 2005

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the temporary employment of the individual listed above.

4.1b

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 ____
	Personnel Sign-Off by B. Noyes ____
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman ____
	SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Request for
Child Rearing Leave

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

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

Tom Toy – Science Teacher, TBE

SUPERINTENDENT'S RECOMMENDATION:

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

4.1.C

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 _____ Personnel Sign-Off by B. Noyes BN
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman _____ SBLT Involvement _____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of
Classified Employment

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

The Board of Trustees will consider ratification of employment of:

Patricia Alves – Campus/Cafeteria Supervisor (.25 FTE) – FSS
Rhia Zinzun – D.O. Receptionist/Clerk (1.00 FTE) - DO
Ida Foster – Campus/Cafeteria Supervisor (.25 FTE) - GEM

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of employment of the individuals listed above.

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 ____
	Personnel Sign-Off by B. Noyes 
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman ____
	SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Classified Transfer

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

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

Teresa Palos – Instructional Aide, Special Ed. (.70 FTE) – GEM

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of classified transfer of the individual listed above.

Boardfactsheet.doc

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. 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.	Complies with Board Policy x Complies with Site Plan (LIP) ____ Complies with Governance & Management Document ___ Complies with District Goals x Complies with District Mission Statement ____ Funding Sign-Off by J. Stewart ____ Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____ SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Short-term Classified Employment

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
November 16, 2004

BACKGROUND:

The Board of Trustees will consider ratification of employment of:

Heather Willoughby – Clerk I (.13 FTE) – Sheridan

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of employment of the individual listed above.

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 programs 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:
Request for Unpaid Leave of Absence

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:
Yes

MEETING DATE:
November 16, 2004

BACKGROUND:

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

Teri Solander – 4 Hour Instructional Aide - CCC

SUPERINTENDENT'S RECOMMEND ATION:

Administration recommends the Board of Trustees discuss the circumstances surrounding this request.

Rk\h:\wpfiles\Board\format13

To: WPUSD Board

From: Teri Solander

Re: Extended Leave of Absence

Date: Nov. 9, 2004

I would like to request an extended leave of absence from my position as Instruction Aide at Carlin C. Coppin School.

My husband Frank had put off having surgery in order to help with the care of my parents. Now that my father has passed on and my mother is in a care facility, Frank's doctor is insisting that he have the surgery as soon as possible. I would need to have time off for that and while he is recovering we would like to do some traveling. Rather than come back to work and have to take time off, I feel it would make more sence to take the leave for the rest of this school year and start fresh with the 2004-2005 school year.

I am still triing to finish taking care of all my parents business, move from one house to another and make sure that my mom is alright also. There just doesn't seem to be enough time for everything I need to do and I don't want the kids to have to get used to many different people who would be subbing for me.

Thank You,

Teri Solander
Kindergarten Aide, CCC

4.19.1

REPORTS

AND

COMMUNICATION

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.			
BOARD OF TRUSTEE/DISTRICT GOALS		*COMPLIANCE CHECK LIST*	
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.	Complies with Board Polic 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. Stewar	___
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 Issue –
- Curriculum Based Measurement California Standards Test
- 21st Century After School Grant Award

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
November 16, 2004

BACKGROUND:

Reports on Curriculum Based Measurement and a new grant award will be presented.

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

6.5.2

California Department of Education
1430 N Street, Sacramento, CA 95814

Learning Support and Partnership Division

GRANT AWARD NOTIFICATION

AO-400 (4/03)

Mr. Roger R. Yohe, Superintendent
Western Placer Unified School District
810 J Street
Lincoln, CA 95648-1825

04	14349	6695	3A
		Resource	Revenue Object
31	8160	4124	8290

Attention Western Placer Unified School District	Program Office	Telephone (916) 645-6350
Name of Grant Program 21st Century Community Learning Centers (21st CCLC)		

	Original/Prior Amendments	Amendment No.	Total	State Index	0604
Grant Amount	**$64,500.00**	**$**	**$64,500.00**	Project W/P	
Award Dates	Starting July 1, 2004	Ending June 30, 2006		Federal Catalog No.	84.287

Core Grant

We are pleased to announce that the applicant identified above has been awarded a 21st Century Community Learning Centers (21st CCLC) Core Grant. The 21st CCLC Program, authorized by Title IV Part B of the No Child Left Behind Act of 2001 (PL 107-110), funds before and after school programs established by collaborative partnerships that may involve local educational agencies (LEAs), cities, counties, and community-based organizations to provide a grant subject to annual reporting. The California Department of Education (CDE), Learning Support and Partnerships Division, After School Partnerships Office, is responsible for coordination of this program.

The following restrictions apply to California 21st CCLC grant monies:

BUDGET RESTRICTIONS

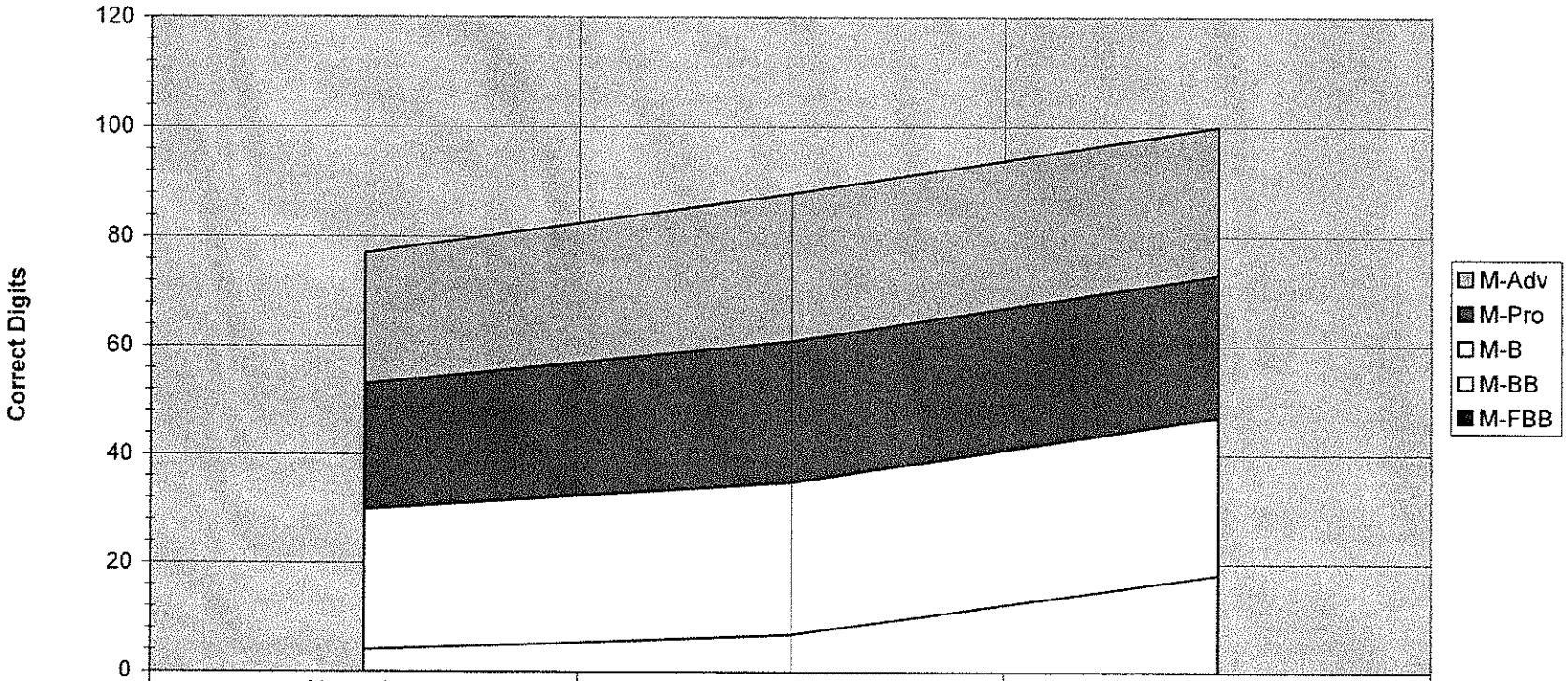
1. No more than 15 percent of core grant monies earned may be used for administrative costs (including indirect costs equal to the lesser of 5 percent of the grant amount or the agency's CDE approved indirect cost rate).

CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND GENERAL ASSURANCES

On behalf of the grantee named above, I accept this grant award. I have read the conditions contained in this grant notification letter, and I agree to comply with all requirements as a condition of grant funding.		
Printed Name of Authorized Agent Scott Leeman	Title Asst. Supt.	Telephone (916) 645-6350
Signature Scott Leeman		Date 11/8/04
California Department of Education Contact Margaret Burger	Title Analyst	Telephone (916) 319-0264
Signature of the State Superintendent of Public Instruction Jack O'Connell		Date October 28, 2004

6.5.2.1

WPUSD Grade 4 Math CBM/CST



	November	February	May
M-Adv	77	88	100
M-Pro	53	61	73
M-B	30	35	47
M-BB	4	7	18
M-FBB	0	0	0

Month

INFORMATION

DISCUSSION

ACTION ITEMS

MISSION STATEMENTEmpower 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 K2 academic program that challenges all students to achieve their highest potential.
2. Fosters a safe, caring environment where individual differencesare 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, logalvernment, 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:
Adoption and Revised Policies and Regulations

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Roger R. Yohe
District Superintendent

ENCLOSURES:
Revised Policies/Regulations

MEETING DATE:
November 16, 2004

BACKGROUND:

The District Policy Committee and the Management Team have reviewed the following new policies/regulations/exhibits as per CSBA. These revisions are now being presented for approval by the Board of Trustees.

- BP4112.24 Teacher Qualificationi Under the No Child Left Behind Act
- AR4112.24 Teacher Qualification Under the No Child Left Behind Act
- BP6173.1 Education For Foster Youth
- AR6173.1 Education For Foster Youth

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the revisions of the policies and regulations as submitted by the committee.

Personnel

Teacher Qualifications Under the No Child Left Behind Act

Recognizing the importance of teacher effectiveness in improving student achievement, the Governing Board desires to recruit, hire and train teachers who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act in programs for educationally disadvantaged students and for students in core academic subjects.

(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
(cf. 4112.23 - Special Education Staff)

All teachers newly hired to teach core academic subjects in a program supported by Title I funds shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6115)

(cf. 6171 - Title I Programs)

All teachers teaching in core academic subjects shall be "highly qualified" not later than the end of the 2005-06 school year. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6115)

The Superintendent or designee shall provide the Board with regular reports on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law and the percentage of teachers who are receiving professional development to enable them to satisfy this definition.

(cf. 4131 - Staff Development)

Legal Reference:
EDUCATION CODE
44500-44508 Peer Assistance and Review Program for Teachers
44662 Performance evaluation; Stull Act review
44664 Teacher evaluation; program to improve performance
CODE OF REGULATIONS, TITLE 5
6100-6125 Teacher qualifications, No Child Left Behind Act

Personnel

Teacher Qualifications Under the No Child Left Behind Act

UNITED STATES CODE, TITLE 20
6311 Parental notifications
6312 District Title I plan
6314 Schoolwide programs
6315 Targeted assistance schools
6319 Highly qualified teachers
7801 Definitions, highly qualified teacher
CODE OF FEDERAL REGULATIONS, TITLE 34
200.55-200.57 Highly qualified teachers
200.61 Parent notification regarding teacher qualifications

Management Resources:
CDE PUBLICATIONS
NCLB Teacher Requirements Resource Guide, March 2004
CTC PUBLICATIONS
Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002
Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001
California Standards for the Teaching Profession, July 1997
U.S. DEPARTMENT OF EDUCATION GUIDANCE
New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004
Improving Teacher Quality State Grants Title II, Part A Non-Regulatory Draft Guidance, revised January 16, 2004
CSBA ADVISORIES
California's Implementation of the No Child Left Behind Act, July 2003
WEB SITES
California Department of Education: http://www.cde.ca.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov
U.S. Department of Education, No Child Left Behind: http://www.ed.gov/nclb
CSBA: http://www.csba.org

Adopted:

Q:4000(a)\bp4112.24

WESTERN PLACER UNIFIED SCHOOL DISTRICT

E 4112.24 (a)

Personnel

Teacher Qualifications Under the No Child Left Behind Act

ATTESTATION REGARDING QUALIFICATIONS OF TITLE I TEACHERS

Instructions: The following certification must be annually completed and signed by each principal in a school that operates a Title I program pursuant to 20 USC 6314 (schoolwide programs) and 20 USC 6315 (targeted assistance schools).

School: _____ Principal: _____

I certify that all teachers hired after the first day of the 2002-03 school year to teach core academic subjects in a program supported by Title I funds meet the following qualifications:

1. Hold at least a bachelor's degree

2. Have a credential or are currently enrolled in an approved intern program for less than three years

3. Have demonstrated subject matter competence as required by 5 CCR 6100-6115 for the grade level(s) taught and the teacher's length of time in the profession

_____ _____

Signature of Principal Date

Personnel

Teacher Qualifications Under the No Child Left Behind Act

Definitions

Core academic subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history and geography. (20 USC 7801)

A teacher new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or began an approved intern program, on or after July 1, 2002. (5 CCR 6100)

A teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)

Teacher Qualifications

To meet the teacher qualification requirements of the federal No Child Left Behind (NCLB) Act for staff newly hired to teach core academic subjects in Title I programs and all staff teaching core academic subjects by the end of the 2005-06 school year, a teacher shall meet all of the following conditions: (20 USC 6319, 7801; 5 CCR 6101, 6110)

1. Hold at least a bachelor's degree

2. Have a credential or be currently enrolled in an approved intern program for less than three years

(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)

3. Demonstrate subject matter competency in accordance with the applicable requirements below

(cf. 6171 - Title I Programs)

Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession: (5 CCR 6100-6112)

Personnel

Teacher Qualifications Under the No Child Left Behind Act

1. An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)

2. An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)

   a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competence for credentialing purposes

   b. A high objective uniform state standard evaluation (HOUSSE), as described below, to determine the teacher's subject matter competence in each of the academic subjects taught by the teacher

3. A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)

   a. A validated statewide subject matter examination certified by the CTC

   b. University subject matter program approved by the CTC

   c. Undergraduate major in the subject taught

   d. Graduate degree in the subject taught

   e. Coursework equivalent to the undergraduate major

4. A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject currently assigned: (5 CCR 6112)

   a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competence for credentialing purposes

   b. University subject matter program approved by the CTC

   c. Undergraduate major in the subject taught

Personnel

Teacher Qualifications Under the No Child Left Behind Act

d. Graduate degree in the subject taught

e. Coursework equivalent to the undergraduate major

f. Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards

g. A high objective uniform state standard evaluation (HOUSSE), as described below, to determine the teacher's subject matter competence in each of the academic subjects taught by the teacher

To demonstrate fulfillment of the HOUSSE option as described in item #2 or #4 above, a teacher who is not new to the profession shall use forms available through the California Department of Education to summarize his/her years of experience in the grade span or subject, core academic coursework in the assigned grade span or subject, standards-aligned professional development, and service to the profession in the relevant core academic content area. If this summation is insufficient to demonstrate competency, the evaluation shall include direct observation and portfolio assessment in the grade span or subject taught to determine whether the teacher meets Standards 3 and 5.1 of the California Standards for the Teaching Profession. If the teacher does not satisfactorily meet Standards 3 and 5.1, subject matter competency shall be demonstrated through completion of the Peer Assistance and Review Program for Teachers pursuant to Education Code 44500-44508 or other individualized professional development plan pursuant to Education Code 44664 aimed at assisting the teacher to meet Standards 3 and 5.1. (5 CCR 6104)

(cf. 4139 - Peer Assistance and Review)

A teacher who has been determined by another school district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. A teacher who has been determined to meet the subject matter competency requirements outside of California shall be considered to have met those subject matter requirements for the particular subject and/or grade span in California. (5 CCR 6120, 6125)

A teacher shall not meet the teacher qualification requirements of the NCLB if he/she is teaching: (5 CCR 6115)

Personnel

Teacher Qualifications Under the No Child Left Behind Act

1. With an emergency permit

2. With a supplemental authorization, except where the supplemental authorization is based on a major or a major equivalent in the subject taught, or a local authorization for the subject taught

3. With a state or local waiver for the grade or subject taught

4. As a pre-intern

Certification of Compliance

All teachers teaching core academic subjects shall complete and sign a certificate of compliance and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.

The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with federal requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)

District Plan for Highly Qualified Teachers

Within the district's Title I plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements no later than the end of the 2005-06 school year. (20 USC 6312, 6319)

As part of this plan, the Superintendent or designee shall provide high-quality professional development designed to enable teachers to meet the NCLB requirements. (20 USC 6319)

(cf. 4131 - Staff Development)

7.1.7

Personnel

Teacher Qualifications Under the No Child Left Behind Act

Parent Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teachers, including but not limited to: (20 USC 6311)

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree

4. Whether the student is provided services by paraprofessionals and, if so, their qualifications

(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)

The notice and information provided to parents/guardians shall be in an understandable and uniform format, and to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)

Adopted:
Q:4000(a)AR4112.24

Teacher Qualifications Under The No Child Left Behind Act

PARENTAL NOTIFICATION OF TEACHER QUALIFICATIONS

To Parents/Guardians:

Your child is attending a school receiving Title I federal funds through the No Child Left Behind (NCLB) Act. This federal law requires that parents/guardians be notified when a teacher who has not demonstrated that he/she meets the NCLB teacher requirements has taught their child for four or more consecutive weeks.

Under the NCLB, teachers of core academic subjects are required to hold state certification and demonstrate subject matter competency for the grade span or subject matter taught. Newly hired Title I teachers must meet the NCLB requirements when hired. All other teachers have until the end of the 2005-06 school year to meet the requirements.

These requirements help us to ensure that all our students receive the best education by teachers who are highly skilled and knowledgeable in their subject areas. Our school district is currently working to determine that our teachers meet these requirements and, if necessary, help teachers meet the requirements through additional support and training.

Currently, a teacher who is authorized to teach in California, but who has not yet completed the process for meeting the NCLB requirements, has taught your child for four or more consecutive weeks. Under the law, school districts have until June 2006 to determine if all their teachers meet the federal requirements. Therefore, your child's teacher may meet the requirements and has just not had the opportunity to demonstrate that he/she does.

You may contact [insert school name] to request the qualifications of your child's teacher. If you have any questions, please contact [insert principal name] at [insert telephone number] .

Adopted:
Q:4000(a)\E4112.24

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 6173.1 (a)

Instruction

EDUCATION FOR FOSTER YOUTH

The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.

(cf. 6011- Academic Standards)
(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation.

The Superintendent or designee shall collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 5141.6 - Student Health and Social Services)

Legal Reference:
EDUCATION CODE
42920-42925 Foster children educational services
48645.1 Juvenile court schools
48850-48859 Educational placement of students residing in licensed children's institutions
49061 Student records
49069.5 Foster care students transfer of records
49076 Access to student records
56055 Rights of foster parents in special education
WELFARE AND INSTITUTIONS CODE
300 Children subject to jurisdiction
309 Investigation and release of child
361 Limitations on parental or guardian control
366.27 Educational decision by relative providing living arrangements
602 Minors violating law; ward of court
726 Limitations on parental or guardian control
727 Order of care, ward of court

7.1.10

Instruction
EDUCATION FOR FOSTER YOUTH

UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:
WEB SITES
California Department of Education, Foster Youth Services Program:
http://www.cde.ca.gov/spbranch/ssp/fysprfa/fysrfa.htm
California Department of Social Services, Foster Youth Ombudsman Office:
http://www.fosteryouthhelp.ca.gov

Adopted:
Q:6000\bp6173.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Instruction
EDUCATION FOR FOSTER YOUTH

Definitions

Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (investigation and release of child)

2. Is the subject of a petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minors ward of court, violating law)

3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which the student was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, the school of origin. (Education Code 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational programs and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)

District Liaison

The Superintendent or designee designates the following position as the district liaison for foster youth: (Education Code 48853.5)

Scott Leaman, Assistant Superintendent of Instructional Services
810 J Street, Lincoln, CA 95648
916 645-6350

7.1.12

Instruction
EDUCATION FOR FOSTER YOUTH

(cf. 6173 - Education for Homeless Children)

The district's liaison for foster youth shall: (Education Code 48853.5)

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 5141.6 - Student Health and Social Services)

***Note: Education Code 49069.5, as amended by AB 490 (Ch. 862, Statutes of 2003), specifies that the district cannot lower the grades of foster youth if the student is absent because of a change of placement or court appearance. See AR 5121 - Grades/Evaluation of Student Achievement for language implementing this requirement. ***

2. Assist foster youth when transferring from one school to another or from one district to another in ensuring proper transfer of credits, records and grades

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)

Enrollment

A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

7.1.43

Instruction
EDUCATION FOR FOSTER YOUTH

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program or that the student continue in his/her school of origin, as specified below.

At the initial detention or placement, or any subsequent change in placement of a foster youth, the district shall allow the student to continue his/her education in the school of origin for the duration of the academic school year. However, the district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agree that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, even if the youth is unable to produce records, such as academic, medical or proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

(cf. 5132 - Dress and Grooming)
(cf. 5141.31 - Immunizations)

The liaison shall within two business days of enrollment contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the liaison for the school last attended shall provide all records within two business days of receiving the request. (Education Code 48853.5)

Instruction
EDUCATION FOR FOSTER YOUTH

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

(cf. 1312.3 - Uniform Complaint Procedures)

Adopted:

Q:6000\ar6173.1

7.1.15

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 Assistant Superintendent Compensation Proposal.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Paul Long

ENCLOSURES:

Yes

BOARD MEETING DATE:

November 16, 2004

BACKGROUND:

The attached Assistant Superintendent salary survey indicates that the Western Placer Unified School District is currently sixth out of the eight districts in Placer County with Assistant Superintendent positions. The average salary for all of the Assistant Superintendent positions is $107,726 per year, which is the level proposed for the top cell of the FY 2004-05 Assistant Superintendent salary schedule.

The total cost of this salary proposal, including statutory payroll costs, retroactive to July 1, 2004, is $11,836. However, only $3,018 will be charged to the General Fund since the balance is picked-up through the Capital Facilities Fund and categorical programs.

Beginning in FY 2005-06, it is proposed that the Assistant Superintendent's salary schedule be adjusted in accordance with the attached formula.

In addition to the salary proposal, the Assistant Superintendent contracts will be extended one more year through June 30, 2008.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2004-05 Assistant Superintendent compensation proposal.

Add to the Assistant Superintendent's contracts the following language under 2. Salary:

For the 2005-06 school year and each year thereafter, the schedule will be adjusted each July 1st by computing the difference between the top cell of Western Placer Unified School District's Assistant Superintendent Salary Schedule compared to the top cell of the fifth ranked Placer County district which employs Assistant Superintendents plus 1%. This amount is not to exceed the difference between the WPUSD Assistant Superintendent Salary Schedule and the 4th ranked district in Placer County. The percentage difference will be applied to all cells on the WPUSD Assistant Superintendent salary schedule. The personnel department will be authorized and directed to calculate and confirm this salary and implement the annual adjustment effective July1 of each school year.

7.2.1

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

AGENDA ITEM:

Approve Resolution 04/05.11 Designating a Representative and Alternate to the School Insurance Group Joint Powers Board.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

November 16, 2004

BACKGROUND:

This resolution is required due to the retirement of Trudy Wilson, who served as the District's representative to the School Insurance Group joint powers board.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 04/05.11 designating a representative and alternate to the School Insurance Group joint powers board.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 04/05.11

A RESOLUTION BEFORE THE)
GOVERNING BOARD OF THE)
WESTERN PLACER UNIFIED)
SCHOOL DISTRICT DESIGNATING)
REPRESENTATIVE AND ALTERNATE)
TO THE SCHOOL INSURANCE GROUP)
JOINT POWERS BOARD)

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above entitled district at a regular meeting held on the 16th day of November, 2004, by roll call vote.

AYES:
NOES:
ABSENT:

WHEREAS, this Agency is a Participating Agency of the Schools Risk and Insurance Management Group (SIG), and agencies; and

WHEREAS, the Bylaws of SIG state in part: "Each participating agency shall delegate one representative as a member of the Joint Powers Board, and one alternate to serve in the absence of the representative. Such appointment shall be by resolution of the Governing Board of the Agency."; and

NOW, THEREFORE BE IT RESOLVED, that the Governing Board hereby designates the following individuals as the Representative and Alternate to the School Insurance Group Joint Powers Board:

REPRESENTATIVE: Jay M. Stewart, Assistant Superintendent
Business Services

ALTERNATE: Robert Noyes, Director, Human Resources

THE FOREGOING RESOLUTION was duly passed by the Governing Board of the Western Placer Unified School District on the 16th day of November 2004.

_____
President of the Board

ATTEST:

_____
Clerk

7.3.1

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

AGENDA ITEM:

Approve Resolution No. 04/05.12 Authorizing the Recording of the Deed for the Lincoln Crossing Elementary School Site in the Name of the District.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

November 16, 2004

BACKGROUND:

The attached resolution and the attached exhibit authorize the District to accept and authorize the recording of the deed regarding the purchase of the Lincoln Crossing elementary school site (North).

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution No. 04/05.12 authorizing the recording of the deed for the Lincoln Crossing elementary school site in the name of the District.

RESOLUTION NO. 04/05.12

A RESOLUTION OF THE GOVERNING BOARD OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE RECORDING OF DEED IN THE NAME OF THE DISTRICT

WHEREAS, the governing board of the Western Placer Unified School District (the "District") has approved the acquisition of real property for three school facilities (the "Properties") from LB/L-SunCal Lincoln Crossing LLC (the "Seller"); and

WHEREAS, the proposed sites selected for such purposes are described in the Agreement for the Purchase and Sale of Real Property and Escrow Instructions by and between the District and Seller (the "Agreement").

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Western Placer Unified School District as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Properties. The legal descriptions for the Properties are as set forth in the Agreement.

Section 3. Authorization. The Superintendent, or his designee, is authorized to prepare, sign and submit such additional documents as are consistent with this Resolution for the acquisition of the Properties. The Superintendent, or his designee, is further authorized to record, and the Placer County Recorder's Office is authorized to accept for recordation, a grant deed in the name of the District to the Properties and each property individually. In the event the County Recorder's Office requires a Certificate of Acceptance of the grant deed, the Superintendent, or his designee, is authorized to execute and submit a Certificate of Acceptance as set forth in Exhibit A attached hereto and incorporated herein.

APPROVED, PASSED AND ADOPTED this 16th day of November, 2004 by governing board of the Western Placer Unified School District by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
President, Governing Board

ATTEST:

_____
Secretary, Governing Board

7.4.1

EXHIBIT A

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed by the grant deed for real property located at _____ in Lincoln, California dated _____, 20__ from _____ to the Western Placer Unified School District, a political subdivision of the State of California, is hereby accepted by order of the Superintendent on behalf of the Governing Board pursuant to authority conferred by Resolution No. _____, Resolution of the Governing Board of the Western Placer Unified School District Approving a Purchase Agreement for the purchase of real property and pursuant to Resolution No. ____authorizing the recordation of a deed in the name of the district, adopted _____, and the grantee consents by its duly authorized officer.

Dated: _____, 20___ BY: _____

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 Agreement for the Purchase and Sale of the Real Property and Escrow Instructions for the Twelve Bridges High School Site.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

November 16, 2004

BACKGROUND:

The attached document is the sales agreement for the 20.8 acre Twelve Bridges high school site. The agreed upon price is $360,096 per acre, which equates to a total purchase price of $7,490,000. Proceeds from the pending Mello-Roos bond will be utilized to purchase this site.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Agreement for the Purchase and Sale of the Real Property and Escrow Instructions for the Twelve Bridges High School Site.

AGREEMENT FOR PURCHASE AND SALE
OF
REAL PROPERTY AND ESCROW INSTRUCTIONS
(High School Site)

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of _____ __, 2004 (the "Effective Date"), by and between PLACER HOLDINGS, INC., a California corporation ("Seller"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("Buyer").

RECITALS

A. Seller owns that certain real property (the "Real Property") located in the City of Lincoln (the "City"), County of Placer (the "County"), State of California, as more particularly described on Exhibit "A" attached hereto. The Real Property consists of approximately 20.8 acres.

B. Buyer desires to purchase the Real Property from Seller and to construct a high school facility (together with any related off-site and on-site improvements, the "Project").

C. Seller desires to sell the Real Property together with all of Seller's right, title and interest in and to all entitlements, easements, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant to the Subject Property, together with all improvements located thereon (collectively, the "Subject Property") to Buyer, and Buyer desires to purchase the Subject Property from Seller, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Subject Property.

1.2 Purchase Price. The total purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Subject Property shall be an amount equal to Seven Million Four Hundred Ninety Thousand and 00/100 Dollars ($7,490,000). On or before the "Outside Closing Date," provided all of Buyer's conditions precedent to the "Closing" have been satisfied and Seller has timely deposited the items as described in Section 4.3, Buyer shall pay into the "Escrow Account" for the benefit of Seller by public warrant or by wire transfer of funds the entire

amount of the Purchase Price, as required to close the Escrow Account (as such quoted terms are defined herein).

2. ESCROW

2.1 Escrow Holder. All amounts of money paid by Buyer hereunder shall be paid into an interest bearing escrow account (the "Escrow Account") to be established and maintained with First American Title Company, First American Title Company, 3721 Douglas Blvd., #151, Roseville, CA 95661, Attn: Gary Houser (the "Escrow Holder") in accordance with this Section 2.1.

2.2 Opening of Escrow. Within two (2) business days after the mutual execution of this Agreement, Seller and Buyer shall concurrently instruct Escrow Holder to open the Escrow Account and shall deposit with Escrow Holder the fully executed Agreement, or executed counterparts thereof. Escrow Holder shall perform all escrow and title services in connection with this Agreement.

2.3 Escrow Instructions. This Agreement shall serve as the parties' instructions to Escrow Holder. Any supplemental escrow instructions that may be submitted to Escrow Holder pursuant to this Agreement ("Supplemental Escrow Instructions") shall incorporate this Agreement as a part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder; provided, however, that no Supplemental Escrow Instructions shall modify or amend any provision of this Agreement, unless expressly set forth in a writing signed by both Buyer and Seller. In the event there is a conflict between any such standard or usual provisions contained in such Supplemental Escrow Instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

3. ACTIONS PENDING CLOSING

3.1 Title Review.

(a) Preliminary Title Report and Review. As of the Effective Date, Buyer has received a copy of that certain Preliminary Title Report Order No. NCS-80564-SAC1 concerning the Subject Property dated March 12, 2004, issued by Escrow Holder, as well as copies of all documents relating to title exceptions referred to therein (collectively, the "Preliminary Title Report"). Buyer may, at Buyer's sole cost, obtain a current survey of the Subject Property in form satisfactory to Buyer, certified to Buyer. Buyer shall have until thirty (30) calendar days prior to the expiration of the Feasibility Period to notify Seller in writing of Buyer's approval or disapproval of title to the Subject Property or matters disclosed on the survey. If Buyer shall fail to notify Seller of Buyer's approval or disapproval of title to the Subject Property and the survey prior to such date, Buyer shall be deemed to have approved both title and survey matters.

(b) Title Objection. Seller shall notify Buyer within ten (10) business days after receipt of Buyer's written objections of any such title or survey defect that Seller either elects or declines to cure. If Seller does not so notify Buyer, then Seller shall be deemed to have declined to cure such title or survey defects. If Seller declines or is deemed to have declined to cure any of Buyer's objections, then Buyer shall have the right for a period of five (5) business days thereafter to elect to terminate this Agreement by notice to Seller, whereupon the parties

7.5.2

shall have no further obligations to one another related to the Subject Property or to this Agreement except as expressly provided herein. If Buyer does not elect to terminate this Agreement in writing within such period, Buyer shall be deemed to have approved the exception(s) to which Buyer originally objected and that Seller declines or is deemed to have declined to cure. For purposes of this Agreement, those exceptions that Buyer approves in writing or to which Buyer is deemed to approve or acquiesces, the Access Easements (as defined in Section 3.2 below), and those additional exceptions to title that Buyer approves in writing or to which Buyer acquiesces pursuant to Section 3.1(c) below are referred to as the "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller agrees to discharge and remove, or in the case of any mechanics liens, discharge or bond over as required to enable the title company to delete or insure over said lien, at Seller's sole expense, prior to or concurrently with the Close of Escrow, (i) any mortgage or deeds of trust recorded against the Subject Property or any part thereof, (ii) any mechanic's liens recorded against the Subject Property or any part thereof which are based on labor or materials contracted for by or on behalf of Seller, and (iii) any other monetary liens recorded against the Subject Property or any part thereof prior to the Close of Escrow that may be released by the payment of money (other than non-delinquent taxes and assessments).

(c) Supplemental Reports. This Section 3.1(c) shall apply to any exceptions to title shown on any supplemental report to the Preliminary Title Report that may be issued from time to time by Escrow Holder after the Effective Date. Buyer shall have seven (7) business days from its receipt of any supplemental report to the Preliminary Title Report to approve or disapprove such exceptions. If Buyer shall fail to notify Seller of Buyer's approval or disapproval to such additional exceptions within such seven (7) business day period, then Buyer shall be deemed to have approved such exceptions. Seller shall notify Buyer within four (4) business days after receipt of Buyer's written objections of any such title defect that Seller either elects or declines to cure, which shall not include those liens that Seller has agreed to discharge or remove pursuant to Section 3.1(b) above. If Seller does not so notify Buyer, then Seller shall be deemed to have declined to cure such title defects. If Seller declines or is deemed to have declined to cure any of Buyer's objections, then Buyer shall have the right for a period of four (4) business days thereafter to elect to terminate this Agreement by notice to Seller and the parties shall have no further obligations to one another except as expressly provided herein. If Seller elects to attempt to cure any such matters, the Outside Closing Date (as defined in Section 4.1(b) below) shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the Outside Closing Date as scheduled pursuant to Section 4.1(b) below.

3.2 Access Easements for City Library and Community College Sites. As shown on the Preliminary Title Report, Seller and the City entered into that certain Grant of Non-Exclusive Easement dated as of March 9, 2003, and recorded in the Official Records of the County on March 14, 2003 as DOC-2003-0039255 (the "Existing Access Easement"), which provides an access road easement from Twelve Bridges Drive to the City library site (described in the Existing Access Easement as the "Grantee Property") over certain Seller Property, including a portion of the Real Property. Seller and Buyer agree that the Existing Access Easement will need to be amended, because the access road to the City library site has since been realigned, although the realigned access road will still cross a portion of the Real Property. Buyer agrees that Seller shall have the right to enter into and record, prior to Closing, an amendment to the

Existing Access Easement to conform the Easement Area (as described in the Existing Access Easement) to the realigned access road. Buyer further agrees that Seller shall have the right to enter into and record, prior to Closing, a new non-exclusive easement with the Sierra Joint Community College District, a political subdivision of the State of California (or its designee), which will provide access from Twelve Bridges Drive to the Community College site over the same access road as will be described in the amendment to the Existing Access Easement. The amendment to the Existing Access Easement, and the new non-exclusive easement with the Sierra Joint Community College District, are sometimes collectively referred to herein as the "Access Easements" and each such Access Easements will be considered a "Permitted Exception" hereunder.

3.3 Investigation and Approval of the Subject Property. Over a period of time prior to, but not later than, the Effective Date, Seller has delivered to Buyer complete copies of all studies, reports, agreements, documents, plans, permits and entitlements in Seller's possession concerning the Subject Property and its improvement and development, including but not limited to all available engineering drawings, soils reports, site history investigations, toxic or hazardous materials investigations or reports, planning studies, and title reports (collectively the "Reports"). Buyer shall have until 5:00 p.m. Pacific Time on the date that is sixty (60) calendar days after the Effective Date (the "Feasibility Period"), to review and inspect, in Buyer's sole and arbitrary discretion, the suitability of the Subject Property for Buyer's use and development, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, the status of the entitlements of the Subject Property, the amount and terms of any bonds, assessments, infrastructure fees, park fees, and Mello-Roos or other special taxes, fees, districts and improvement obligations affecting the Subject Property, the presence of Hazardous Substances (as defined in Section 11.1 below), and the physical condition of the Subject Property (collectively, the "Feasibility Matters") and to approve or disapprove of the Feasibility Matters, and to deliver to Seller and Escrow Holder its written approval of the Feasibility Matters (the "Feasibility Notice") or, alternatively, written notice of Buyer's disapproval by the expiration of the Feasibility Period. If Buyer fails to deliver to Seller and Escrow Holder the Feasibility Notice or, alternatively, if Buyer delivers written notice of Buyer's disapproval, then Buyer shall be deemed to disapprove the Feasibility Matters in which case this Agreement shall automatically terminate and the parties hereto shall have no further obligation to the other related to the Subject Property or to this Agreement except as expressly provided herein.

(a) Access and Studies. At any time following the Effective Date, Buyer, its agents, employees, consultants, contractors, sub-contractors and representatives shall have the right to enter upon all portions of the Subject Property for the purpose of conducting such investigations, inspections and tests of, on or related to the Subject Property and preparing such maps and surveys as Buyer deems necessary in order to determine the condition and suitability of the Subject Property for all Buyer's purposes, including but not limited to, the Feasibility Matters. Without limiting the foregoing, Buyer shall have the right to perform a complete environmental audit of the Subject Property, soils tests on any portion of the Subject Property and any other technical studies which may in Buyer's sole discretion be helpful in making Buyer's determination as to the suitability of the Subject Property for Buyer's purposes (collectively, the "Feasibility Studies"); provided, however, that any invasive testing shall be done pursuant to a work plan approved by Seller in advance of such testing, which approval shall

9.5.4

not be unreasonably withheld, conditioned or delayed. The Feasibility Studies may include environmental assessments, environmental impact reports, traffic studies, noise studies, water quality and availability studies, archeological and paleontological studies, seismic and slope stability studies and other studies which may be necessary or appropriate in Buyer's sole discretion for Buyer to completely evaluate the condition of the Subject Property. If Buyer does not purchase the Subject Property, Buyer will provide Seller, at no cost to Seller, all material reports, studies, test results, and similar documentation obtained by Buyer with respect to such investigations and due diligence activities promptly upon Buyer's termination of this Agreement, without warranty as to their accuracy.

(i) Insurance. Prior to exercise of its access rights under Section 3.3(a), Buyer shall obtain and maintain at all times during such work, broad form comprehensive general liability insurance in the amount of at least One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) aggregate, and shall include an endorsement naming Seller as additional named insureds. Such insurance shall be issued by an insurer properly licensed and admitted to do the applicable class or classes of business in the State of California by the California Department of Insurance, shall have a Best's rating of "A" or better, and shall be issued in a form and contain such other endorsements as are reasonably acceptable to the additionally insured party(ies) or their insurance brokers, and by its terms shall not be cancelable or modifiable without at least 30-days prior notice to the additionally insured party(ies). Such insurance shall expressly grant any additionally named insured the right to pay the premium to maintain such insurance during such work if necessary.

(ii) Indemnity. Buyer hereby agrees to indemnify and hold Seller and Seller's Agent harmless from and against any and all loss, expense, claim, damage and injury to person or property (including attorneys' fees and collection costs) arising from or related to the exercise of Buyer's access rights under Section 3.3(a) by Buyer and its employees, consultants, engineers, authorized agents and subcontractors on the Subject Property in connection with the performance of any investigation of the Subject Property as contemplated herein; provided, however, that in no event shall Buyer be liable for any loss, expense, claim, damage or injury (including any perceived loss of economic value) to the extent a result of (i) acts or omissions of Seller or Seller's Agent or (ii) any pre-existing conditions including, but not limited to, the discovery of any latent defects or the discovery, presence or release of any Hazardous Substance, as defined in Section 11.1 below, by persons other than Buyer, its agents or contractors, affecting the Subject Property.

(iii) Liens. Buyer shall exercise its rights of access under Section 3.3(a) in such a manner as to keep the Subject Property free of materialman's and mechanics' liens. If such a lien is recorded on the Subject Property based on labor or materials contracted for, by or on behalf of Buyer, Buyer may dispute such lien, provided that within thirty (30) days after Seller has received notice that such lien was recorded, Buyer shall, at its sole cost, take all action necessary to remove such lien, including but not limited to, causing an appropriate bond to be recorded from an appropriate third party surety in an amount sufficient to promptly remove such lien from the Subject Property. Upon such removal, at is sole cost, Buyer may take whatever actions it deems appropriate to pay, compromise, contest, litigate or otherwise dispose of such third party claim in a manner that keeps the Subject Property free of all claims.

1.5.5

(iv) Buyer's Other Obligations. In entering upon the Subject Property and obtaining the Feasibility Studies and any other studies and investigations, Buyer shall not unreasonably interfere with Seller's use or occupancy of the Subject Property. Upon completion of Buyer's exercise of its rights under Section 3.3(a), Buyer shall repair any damage to the Subject Property caused by any activity of Buyer or its agents or contractors while upon the Subject Property pursuant to this Section 3.3. Buyer shall not construct any improvements on any part of the Subject Property prior to Closing.

(b) Seller's Cooperation. Seller agrees to cooperate reasonably and in good faith with Buyer's investigations and Feasibility Studies. Notwithstanding the generality of the foregoing, nothing in this Agreement shall be deemed to place any obligation upon Seller of any sort other than to deliver to Buyer complete and legible copies of the Reports to the extent in Seller's current possession or under Seller's reasonable control as required by this Section 3.3. More specifically, Seller shall have no duty to inquire or investigate any matter related to or arising from Buyer's performance of its due diligence or its investigation of the Subject Property or Buyer's analysis of or decision as to the feasibility of the Subject Property for Buyer's purposes.

(c) Buyer's Reliance on Buyer's Investigation. Except for Seller's express covenants, representations and warranties herein, Buyer shall rely solely on its own review of the Reports, its own investigation of the Subject Property and upon its own analysis of the Feasibility Matters. Without limiting the generality of the foregoing, Buyer has made its own independent decision as to the suitability of the Subject Property for its purposes and in the process of forming such decision has not relied on any past, present or future oral representation regarding the Subject Property made by Seller or any representative or agent of Seller, except as expressly set forth in this Agreement.

(d) ALTA Survey. At any reasonable time prior to Closing, Buyer shall have the right to enter onto the Subject Property for the purpose of obtaining such a survey and any such entry shall be subject to the terms and conditions set forth in this Section 3.3 governing the conduct of exercise of Buyer's other rights of access. Seller shall not incur any cost related to obtaining such survey which shall be at the behest and expense of Buyer.

3.4 Survival. The terms of this Article 3 applicable to Buyer's obligations and liability arising from Buyer's exercise of its due diligence obligations and investigation of the Subject Property, including Buyer's rights of access and Buyer's duty to indemnify and hold Seller harmless shall survive (a) any termination of this Agreement by either Buyer or Seller or (b) the Closing and the delivery of the Grant Deed, as the case may be.

4. CLOSING

4.1 Closing Date.

(a) Definitions. The terms "Close of Escrow" and "Closing" shall mean the date that the Grant Deed transferring title to the Subject Property to Buyer is recorded in the Official Records of Placer County, California (the "Official Records"). The term "Closing Date" shall mean the date the Close of Escrow occurs.

7.5.6

(b) Outside Closing Date. Provided that this Agreement is not earlier terminated pursuant to the terms hereof, and provided that all other conditions set forth in Section 5 below have been satisfied or waived, the Close of Escrow shall occur on or before March 31, 2005, or as such may be extended pursuant to Section 3.1(c) above (as so extended, the "Outside Closing Date").

4.2 Escrow Fees/Costs/Prorations at Closing.

(a) Title Insurance. Seller shall pay to Escrow Holder an amount equal to the premium cost for the Standard Title Policy (as defined below). Buyer shall pay to Escrow Holder the incremental premium cost of the Extended Coverage Title Policy (as defined below), to the extent such coverage is elected by Buyer, together with the costs of any endorsements to either the Standard Title Policy or the Extended Coverage Title Policy, as applicable.

(b) Property Taxes. Real property taxes and any assessments shall be prorated as of the Closing Date on the basis of a 365-day year. Seller's portion of such real property taxes and assessments may be paid using the proceeds of the applicable Close of Escrow or by the appropriate reduction in the Purchase Price paid at the Close of Escrow. At least three (3) business days prior to the Closing Date, Escrow Holder shall deliver to Seller and Buyer a tentative proration schedule setting forth a preliminary determination of prorations. If any information needed for the proration of any item is not available, the parties shall re-prorate such items after Closing and payment shall be made promptly to the party entitled thereto.

(c) Transfer Tax. Seller shall pay all City and County transfer taxes.

(d) Other Costs and Fees. Other escrow fees and other customary escrow charges shall be paid by the parties in the manner consistent with common practice in the County.

4.3 Seller's Closing Documents. Seller shall deposit the following documents with Escrow Holder no later than two (2) business days prior to the Closing Date:

(a) Grant Deed. An executed and acknowledged grant deed, in the form attached as Exhibit "B" conveying fee title to the Subject Property (the "Grant Deed"), which shall be subject only to the Permitted Exceptions (as defined in Section 3.1(b) above);

(b) Non-Foreign Affidavit. An executed affidavit or qualifying statement, which satisfies the requirements of Paragraph 1445 of the *Internal Revenue Code of 1986*, as amended, and the regulations thereunder (the "Non-Foreign Affidavit");

(c) Form 593 W. An executed California Franchise Tax Board Form 593 W which satisfies the requirements of *California Revenue and Taxation Code* § 18662;

(d) Assignment. An assignment and bill of sale (the "Assignment"), which Assignment shall be in the form attached hereto as Exhibit "C"; and

11.5.7

(e) Other. Such other documents or agreements as Escrow Holder or Buyer may reasonably request or as may be necessary to effect the sale, assignment, transfer, conveyance and delivery of the Subject Property to Buyer.

4.4 Buyer's Closing Documents. Provided that Seller has complied with all of the terms and conditions of Section 5.1, Buyer shall deposit the Purchase Price plus Buyer's escrow fees and other cash charges with Escrow Holder, together with such other documents or agreements as Escrow Holder or Seller may reasonably request or as may be necessary to effect the sale, assignment, transfer, conveyance and delivery of the Subject Property to Buyer, no later than one (1) business day before the Closing Date.

4.5 Closing. At such time as all of the conditions precedent to the Close of Escrow have been satisfied or waived, on the Closing Date, the Escrow Holder shall (a) record the Grant Deed in the Official Records, (b) pay any transfer taxes, (c) instruct the County Recorder to return the Grant Deed to Buyer, (d) distribute to Seller, or as Seller may instruct, the Purchase Price less Seller's escrow and cash charges, (e) deliver to Buyer the Title Policy (as defined in Section 5.1(d)) subject only to the Permitted Exceptions, and (f) deliver to Buyer the Assignment and other documents required to be deposited by Seller pursuant to Section 4.3.

4.6 Escrow Cancellation Charges. If the Closing does not occur because of the default of a party hereto, the defaulting party shall bear all Escrow Cancellation Charges, as defined herein. If the Closing does not occur because Seller declines or is deemed to decline to cure any title defect to which Buyer has objected in accordance with Section 3.1(b) and (c) above, and as a result Buyer elects to terminate this Agreement, then Seller will bear all Escrow Cancellation Charges. If the Closing does not occur for any other reason, then Buyer and Seller shall each pay one-half (1/2) of any Escrow Cancellation Charges. As used herein, "Escrow Cancellation Charges" means all fees, charges and expenses incurred by Escrow Holder or third parties engaged by Escrow Holder including, but not limited to, any expenses related to the issuance of the Preliminary Title Report and other title matters.

5. CONDITIONS TO CLOSE OF ESCROW.

5.1 Buyer's Conditions. Buyer's obligation to purchase the Subject Property is subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions on or before the Outside Closing Date or such other date as agreed to by the parties in writing. If such conditions are not satisfied by the Outside Closing Date, then this Agreement shall automatically terminate and the terms of Section 7 shall apply unless otherwise extended by Buyer and Seller in writing. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) Documents. Seller shall have delivered to Escrow Holder in the manner, and at the times specified elsewhere in this Agreement, all of the documents required to be delivered by Seller hereunder.

(b) No Default by Seller. Seller shall have performed all material obligations to be performed by Seller pursuant to this Agreement prior to the Closing.

7.5.8

(c) Seller's Representations and Warranties. Seller's representations and warranties set forth in Section 6 shall be true and correct as of the Closing.

(d) Title Policy Commitment. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Escrow Holder to issue a CLTA Owner's Policy of Title Insurance (the "Standard Title Policy"), showing title to the Subject Property vested in Buyer with liability equal to the Purchase Price, subject only to those exceptions to title commonly known as the Title Company's "Regional Exceptions" and the Permitted Exceptions. Notwithstanding the forgoing, Buyer may, by prior written notice to Seller and the Escrow Holder, instruct the Title Company to issue to Buyer at the Close of Escrow, an ALTA owner's policy of title insurance (Form B-1970) without the Regional Exceptions (the "Extended Coverage Title Policy") instead of the Standard Title Policy, Seller shall not be required to incur any additional costs for the Extended Coverage Title Policy and the Closing shall not be delayed as a result of the issuance of the Extended Coverage Title Policy.

5.2 Seller's Conditions. Seller's obligation to sell the Subject Property is subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the Outside Closing Date or such other date as agreed to by the parties in writing. If such conditions are not satisfied by the Outside Closing Date, then this Agreement shall automatically terminate and the terms of Section 7 shall apply unless otherwise extended by Buyer and Seller in writing. Seller may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) Documents and Funds. Buyer shall have delivered to Escrow Holder, in the manner, and at the times specified elsewhere in this Agreement, all of the funds and other documents required to be delivered by Buyer hereunder.

(b) No Default by Buyer. Buyer shall have performed all material obligations to be performed by Buyer pursuant to this Agreement prior to the Closing.

(c) Buyer's Representations and Warranties. Buyer's representations and warranties set forth in Section 6 shall be true and correct as of the Closing.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representations, Warranties and Covenants. In addition to any representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement and as of the Closing Date, the following statements set forth in this Section 6.1. For purposes of this Section 6.1, the phrase "Seller's actual knowledge" means the current actual knowledge of Paul L. Lam, T.S. Cheung and Don Riolo, without any independent investigation and without any implied, imputed or constructive knowledge of such individuals or any other individual.

(a) Persons Most Knowledgeable. Paul L. Lam, T.S. Cheung and Don Riolo are the individuals with principal administrative and oversight responsibility for the Subject Property and, accordingly, are the employees, officers or directors of Seller who are most knowledgeable about the status of the Subject Property.

(b) Corporate Authority. Seller is a corporation lawfully in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(c) Transfer. Except as may be disclosed in the Preliminary Title Report, any supplemental title reports pursuant to Section 3.1(c) above, the Access Easements, or as may be otherwise disclosed in writing to Buyer prior to the Effective Date, Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Subject Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to Close of Escrow. To Seller's actual knowledge, entering into this Agreement and performance by Seller of the transaction contemplated by this Agreement shall not violate or breach any other agreement, covenant or obligation binding on Seller.

(d) Liens. To Seller's actual knowledge, there are no mechanic's or materialman's liens or similar claims or liens now asserted against the Subject Property for work performed or commenced prior to the date hereof except as may be disclosed in the Preliminary Title Report or otherwise in writing to Buyer prior to the Effective Date.

(e) Hazardous Substances. Based on Seller's actual knowledge, Seller has not received any written notice from any federal, state or local governmental agency that the Subject Property is in violation, or has been or known to be currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Subject Property including, but not limited to, soil and groundwater conditions; to Seller's actual knowledge, neither Seller nor any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Subject Property or transported to or from the Subject Property any Hazardous Substance (as defined in Section 11.1 below); to Seller's actual knowledge, there has been no discharge, migration or release of any Hazardous Substance from, into, on, or under the Subject Property; and to Seller's actual knowledge there is not now, nor has there ever been on or in the Subject Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. If at any time prior to Close of Escrow, Buyer determines that any of the conditions involving Hazardous Substances herein referenced have occurred and are continuing, and materially and adversely affect Buyer's ability to develop the Subject Property, and such conditions were not otherwise disclosed to Buyer prior to the Effective Date, Buyer may at its option terminate this Agreement by delivering written notice to Seller and Escrow Holder. Seller hereby assigns to Buyer, effective only as of the Close of Escrow all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of a Hazardous Substance in, at, on, under or about the Subject Property. Effective with such assignment, as of the Close of Escrow, (i) as to any such claim actually known to Buyer, Buyer shall assume all obligations related thereto to the extent that the same are disclosed in the Reports delivered to Buyer under Section 3.2, above, and (ii) as to any other such claim (unless actually known to Seller) then as between Buyer and Seller such claim shall be determined in accordance with applicable law.

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(f) Legal Proceedings. To Seller's actual knowledge, there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or threatened, or any judgment, moratorium or other government policy or practice which would reasonably be expected to impede Buyer's anticipated development of the Subject Property as contemplated herein.

(g) Fraudulent Conveyance. Seller is not entering into the transaction described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. In Seller's opinion, Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represents fair value for the assets to be transferred. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow.

6.2 Buyer's Representations and Warranties. As of the date of the Agreement and as of the Closing Date, Buyer represents and warrants that it is a political subdivision of the State of California lawfully in existence and in good standing under the laws of the State of California, with the authority to transact business in the State of California, and has the capacity (including but not limited to the available financial resources) and full power and authority to enter into and carry out the agreements contained in, and, the transactions contemplated by, this Agreement, that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding agreement of Buyer, and that Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transaction described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. In Buyer's opinion, Seller and Buyer have negotiated this Agreement at arms' length and the consideration paid represents fair value for the assets to be transferred. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to the Close of Escrow.

7. FAILURE TO CLOSE; TERMINATION; CANCELLATION

7.1 Termination Due to Buyer's Default. If the Closing does not occur or this Agreement is terminated as a result of Buyer's material default (which default is not cured by Buyer within any applicable cure period), then Seller shall have the right to terminate this Agreement by delivery of written notice to Buyer and Escrow Holder but Seller shall be entitled to pursue by Arbitration pursuant to Section 8 below any remedies for money damages legally available to it against Buyer. Immediately upon Seller's delivery of the termination notice, neither party shall have any further obligation to the other related to the Subject Property or to this Agreement except as expressly set forth in this Agreement.

7.2 Termination Due to Seller's Default. In the event of a material default hereunder by Seller whereupon Seller fails or refuses to complete the conveyance of the Subject Property in accordance with the terms and conditions of this Agreement, which default is not cured within

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five (5) business days after written notice of default is given by Buyer to Seller and Escrow Holder, then, Buyer shall elect to either:

(a) Give written notice of termination of this Agreement to Seller and Escrow Holder and Buyer shall have no claims to ownership or prospective ownership of the Subject Property but Buyer shall be entitled to pursue by Arbitration pursuant to Section 8 below any remedies for money damages legally available to it against Seller; or

(b) Give written notice to Seller and Escrow Holder that Buyer demands specific performance of the terms of this Agreement together with any other remedies available to it under the law by Arbitration pursuant to Section 8 below.

8. ARBITRATION OF DISPUTES. Any controversy or claim arising out of or relating to this Agreement, the breach hereof or the transactions contemplated hereby, upon the request of either party, shall be settled by arbitration and submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Either party may demand that a dispute be determined by arbitration by sending written notice to the other party.

8.1 Selection of Arbitrator. Within fifteen (15) days after receipt of such demand, the parties shall select a mutually acceptable panel member from the list of retired judges and justices provided by JAMS.

8.2 Commencement of Arbitration. The arbitrator shall promptly fix a time for the conduct of the arbitration hearing, which shall be no later than thirty (30) days from the date of the appointment of the last arbitrator. The arbitrator shall notify the parties as to the date fixed for the hearing and the arbitrator shall render a written decision within ten (10) days after said date.

8.3 Rules and Fees. The fees of the arbitrator shall be borne equally by each party. All arbitrations shall be conducted in accordance with California substantive law and the California rules of evidence.

8.4 Arbitration Judgment. The judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrator shall have the right to award all remedies available at law or in equity, subject to the limitations set forth in this Agreement. The parties agree to submit to discovery in connection with the arbitration. Such discovery shall be conducted in accordance with all rules of California law relating to discovery.

8.5 Notice of Waiver of Rights.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO

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SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Seller's Initials: _____

Buyer's Initials: _____

9. CERTAIN OBLIGATIONS.

9.1 Mutual Cooperation. After the Effective Date and the prior to the Closing Date, (a) Buyer and Seller shall cooperate and coordinate with each other with respect to any proposals, presentations, or commitments or to negotiate with respect to the development of the Subject Property with members of the City's Council, the City's Planning Commission, or City Staff, or with any special district, community group, environmental organization or homeowner's association and (b) Seller shall not assert any of its interest in or rights to the Subject Property in any way to hinder or delay Buyer's development of the Subject Property. In addition, the parties shall cooperate with each other both prior to and after the Closing Date and, provided the same shall not materially and adversely affect either party's ability to develop or utilize its land, shall grant such easements, licenses, rights of entry and offers of dedication affecting the remaining portions of their respective adjoining development projects as are required by the City or other governmental agency with appropriate jurisdiction or as may be reasonably required for the cost effective, orderly progress and completion of said projects as may be permitted by law.

9.2 Reimbursements and Credits. Any reimbursements to be paid by City or any utility provider (whether from City-collected fees or other sources) in respect of work to be performed or paid for by Seller or Buyer hereunder shall be reimbursed to the party (Seller or Buyer) who ultimately has borne the financial cost of installing the requisite improvements prior to such reimbursement. Buyer shall, in lieu of any such reimbursement from City, be entitled to any credits against fees available from City for costs paid by or reimbursable to Buyer hereunder.

9.3 Public Facilities Fee Credits. Due to Seller's construction of certain infrastructure, Seller has accrued certain PFE Credits from the City (the "PFE Credits"). Buyer agrees that when necessary in conjunction with Buyer's development of the Subject Property it is required to pay Public Facilities Fees to the City for development of the Subject Property, or construction of improvements thereon, Buyer shall deliver to Seller a written notice (a "Fee Notice") specifying the total fees which Buyer would otherwise be paying to the City (the "PFE Fees"), and Buyer's good faith projection of the date by which the PFE Credits must be transferred to Buyer to permit Buyer to mobilize for construction of the improvements in accordance with Buyer's construction schedule (the "Required Credits Transfer Date"). Buyer shall send the Fee Notice to Seller in sufficient time in Buyer's judgment so as not to delay Buyer's construction activity, and such notice may request that Seller provide evidence that

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(x) the City shall consent to Seller's transfer to Buyer of the PFE Credits Buyer requires within the period Buyer requires, and (y) that, subject to force majeure, the transfer can be completed prior to the Required Credits Transfer Date. Within five (5) business days following Seller's receipt of the Fee Notice, Seller shall deliver to Buyer a written notice (the "Fee Credit Notice") indicating that Seller has, in inventory or otherwise available, PFE Credits for payment of the PFE Fees (the "Fee Credits"), that City shall consent to Seller's transfer of the Fee Credits to Buyer, and that subject to force majeure the transfer of PFE Credits shall occur prior to Buyer's Required Credits Transfer Date. The failure of Seller to deliver the Fee Credit Notice to Buyer within such time period shall permit Buyer to pay the PFE Fees without purchasing any PFE Credits from Seller. If Seller timely delivers the Fee Credit Notice, indicating that Seller shall make available all or any portion of the requested Fee Credits, Buyer shall pay Seller the amount of PFE Fees otherwise due City, to the extent of available Fee Credits, and Seller shall assign to Buyer the Fee Credits acceptable, dollar for dollar, in lieu of payment of the PFE Fees to City, and the balance of PFE Fees due, after application of the available Fee Credits, shall be paid by Buyer to City; provided that the Buyer's obligation to pay Seller for any PFE Credits shall be conditioned upon Buyer's timely receipt of written acknowledgment from City, in a form reasonably acceptable to Buyer, of acceptance of such PFE Credits, dollar for dollar, in lieu of payment of any applicable PFE Fees.

9.4 Survival. The terms of this Section 9 shall survive the Closing and the delivery of the Grant Deed.

10. CONDEMNATION. If prior to the Close of Escrow, any proceedings are threatened or commenced for the taking, by exercise of the power of eminent domain against any portion of the Subject Property or if any portion of the Subject Property is actually taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the escrow upon written notice to Seller and Escrow Holder not later than ten (10) business days after receipt of Seller's notice thereof. If Buyer fails to deliver written notice to Seller within such ten (10) business day period, Buyer shall be conclusively deemed to have elected to terminate this Agreement. If this Agreement and the escrow are so terminated or deemed to have so terminated, all documents and funds shall be returned by Escrow Holder and/or Seller (as the case may be) to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the parties shall proceed to the respective close of escrow pursuant to the terms hereof, without any reduction in the Purchase Price. If necessary, the Closing Date shall be postponed until Seller has given the notice to Buyer required under this Section 10 and the period of ten (10) business days described in this section has expired.

11. PHYSICAL CONDITION AND ENVIRONMENTAL MATTERS.

7.5.14

11.1 Waiver by Buyer. Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, partners, trustees, shareholders, directors, officers, and employees of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller Related Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, whether arising prior to or after the Closing, that may arise on account of or in any way be connected with the physical condition of the Subject Property, any use of chemicals of any nature in connection with farming, ranching, grazing or other activities on the Subject Property, the presence of any fuel storage tanks, and the presence of asbestos, if any, in any improvements located on the Subject Property, or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, *et seq.*), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, *et seq.*), the Clean Water Act (33 U.S.C. Section 1251, *et seq.*), the Safe Drinking Water Act (14 U.S.C. Section 1401, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Toxic Substance Control Act (15 U.S.C. Section 2601, *et seq.*), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, *et seq.*), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, *et seq.*). As used herein, "Hazardous Substance" shall mean (a) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601, et seq.; (b) "hazardous wastes", as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6902, et seq.; (c) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (d) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011, et seq., as amended or hereafter amended; (f) asbestos in any form or condition; and (g) lead-based paint hazards, i.e., any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency. Notwithstanding the forgoing, the forgoing release shall exclude any cross-claims against Seller to the extent arising out of any claims against Buyer by a third party for personal injury and property damage occurring prior to the Closing that have not been caused by Buyer, or Buyer's agents or employees.

11.2 General Release by Buyer. In connection with subsection 11.1 above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME

7.5.15

OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BUYER'S INITIALS _____

12. BUYER'S INDEMNITY. In addition to any other indemnification obligations of Buyer set forth in this Agreement, from and after the Closing, Buyer shall indemnify, hold harmless, defend and protect Seller, from and against any and all claims, liabilities, losses, damages, costs, obligations, judgments, penalties, fines and expenses (including reasonable attorneys fees and costs) of any nature to the extent arising out of or in any way connected with events which occurred on, about, or in connection with the Subject Property caused by or on behalf of Buyer, its agents, consultants or employees prior to or after the Closing.

13. "AS IS." BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE SUBJECT PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 OF THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition of the Subject Property, including grading, soils, geology and any groundwater, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Subject Property, (iii) the development potential of the Subject Property, and the Subject Property's use, merchantability, or fitness, suitability, value or adequacy of the Subject Property for any particular purpose, (iv) the zoning or other legal status of the Subject Property or any other public or private restrictions on use of the Subject Property, (v) the compliance of the Subject Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the presence of hazardous materials on, under or about the Subject Property or the adjoining or neighboring property (vii) the Permitted Exceptions, and (viii) the economics of the development of the Subject Property. Buyer acknowledges that the Subject Property has been used in the past for farming and other agricultural activities, which may have involved the use of pesticides and other chemicals in connection therewith.

14. BROKERS. Each party represents and warrants to the other that it has not dealt with any broker, finder, or other party in connection with the transaction contemplated hereunder which such dealing may give rise to a claim for any commission, fee or other consideration. To the extent a party asserts a claim for any commission, fee or other consideration by reason of the transaction contemplated hereunder which such claim is based upon the statements or conduct of a party to this transaction, then that party shall indemnify and hold harmless the other party to this Agreement from any and all costs (including attorneys fees) or award resulting from such claim.

15. GENERAL PROVISIONS

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15.1 Possession. Seller shall deliver exclusive possession of the Subject Property to Buyer at Closing subject only to the Permitted Exceptions.

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

15.3 Entire Agreement. This Agreement, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All Exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

15.4 Survival Following Escrow. All covenants, representations and warranties contained in this Agreement shall survive the Close of Escrow.

15.5 Days of Week/Waiver. If any date for performance of any of this Agreement falls on a Saturday, Sunday or holiday, the time for performance shall be extended to 5:00 p.m. on the next business day. The failure of either party to require strict performance by the other party of any provision of this Agreement shall not be considered a waiver of any other provision, nor shall it affect the waiving party's right to enforce that or any other performance at any time thereafter.

15.6 Governing Law/Severability and Reformation. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement, or the application thereof to any person or circumstance, is determined to any extent to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is specifically held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be reformed to best accomplish the parties' objectives within applicable legal limits.

15.7 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

15.8 Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

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15.9 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect.

15.10 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

15.11 Assignment. Buyer may not assign its rights or delegate its obligations hereunder without the prior written consent of Seller in Seller's sole and absolute discretion.

15.12 Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective upon receipt by the party to whom notice or demand is being given, except that any notice given by certified mail shall be deemed delivered three (3) days after deposit in the United States mail.

If to Seller:	Placer Holdings, Inc. c/o Richland Development Corporation 1535 North Main Street Walnut Creek, CA 94596 Attn: Paul Lam Fax No. (925) 935-6178
With a copy to:	Morrison & Foerster LLP 101 Ygnacio Valley Road, Suite 450 Walnut Creek, CA 94596 Attn: Gregory B. Caligari, Esq. Fax No. (925) 946-9912
If to Buyer:	Western Placer Unified School District 810 J Street Lincoln, CA 95648 Attn: Jay Stewart Fax No. (916) 645-6356

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With a copy to:

Girard & Vinson
1006 4th Street, 8th Floor
Sacramento, CA 95814
Attn: Robert A. Laurie, Esq.
Fax No. (916) 446-5711

[Signatures on next page]

7.5.19

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date written above.

SELLER: **PLACER HOLDINGS, INC.,**
a California corporation,

By: _____
Name: _____
Title: _____

BUYER: **WESTERN PLACER UNIFIED SCHOOL DISTRICT,** a political subdivision of the State of California

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

9.5.20

EXHIBIT "A"

Legal Description of Real Property

That certain real property located in the City of Lincoln, County of Placer, State of California, as more particularly described and depicted on Attachment "1" attached hereto.

7.5.21

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Lot 28 as shown on the Final Map of "Twelve Bridges Large Lot Subdivision Phase 2", filed for record on November 28, 2001 in Book X of Maps, page 86, Placer County Records.

EXCEPTING THEREFROM all that portion described in Grant Deed to Sierra Joint Community College District, a political subdivision of the State of California, dated March 5, 2003 and recorded March 7, 2003 as instrument no. 2003-0034663, Placer County Records.

APN: 329-020-026-000

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EXHIBIT "B"

Grant Deed

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Recorded Requested By
First American Title Company

And When Recorded Mail To:

Western Placer Unified School District
810 J Street
Lincoln, California 59648
Attn: Jay Stewart

(Space above this line for Recorder's use)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Placer Holdings, Inc., a California corporation ("Seller"), does hereby grant to Western Placer Unified School District, a political subdivision of the State of California ("Buyer"), the real property situated in the City of Lincoln, County of Placer, State of California, more particularly described in Schedule "1" attached hereto and by this reference made a part hereof, together with the easements, hereditaments and appurtenances belonging to or inuring to the benefit of and pertaining to such real property (the "Property").

SUBJECT TO:

1. General and Special Real Property Taxes for the current fiscal year.

2. Covenants, conditions, restrictions, easements, offers of dedication, reservation rights and rights of way of record.

IN WITNESS WHEREOF, Seller has executed this Grant Deed as of this ____ day of _____, 200__.

Seller: PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE:
Western Unified Placer School District, 810 J Street, Lincoln, California, 95648,
Attention: Jay Stewart

wc-92244

9.5.24

Schedule "1"
To Grant Deed

Legal Description

The real property situated in the City of Lincoln, County of Placer, State of California, and described as follows:

(See Attached)

wc-92244

7.5.25

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 200___, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 200___, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

_____
Notary Public

7.5.24

Document No. _____
Recorded _____, 200___

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER (PURSUANT TO SECTION 11932 REVENUE AND TAXATION CODE)

TO: Recorder
County of Placer

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Grantor: Placer Holdings, Inc., a California corporation
Grantee: Western Placer Unified School District, a political subdivision of the State of California

The property described in the accompanying document is located in the City of Lincoln, County of Placer. The amount of tax due on the accompanying document is $_____, computed on full value of the property conveyed.

_____
(Signature of Grantor or Agent)

_____
(Firm Name)

Note: After the permanent record is made, this form shall be affixed to the conveying document and returned with it.

wc-92244

7.5.21

EXHIBIT "C"

Assignment and Bill of Sale

1.5.28

ASSIGNMENT AND BILL OF SALE

PLACER HOLDINGS, INC., a California corporation ("Seller"), for good and valuable consideration paid by WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, grants, bargains, conveys, assigns, and delivers to Buyer, its successors and assigns, on an "as is" basis without representations or warranties of any kind, express or implied (except as provided below), as follows:

All of the interest of Seller in any intangible personal property related to or used in connection with the Subject Property, but only to the extent assignable without consents, approvals, fees, charges or other costs, including all approvals, dedications, subdivision maps and entitlements issued, approved or granted by any governmental agency in connection with the Subject Property, any and all development rights related to or used in connection with the Subject Property.

Unless otherwise defined herein, all initially capitalized terms shall have the meaning ascribed to such term in the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 200___, between Buyer and Seller.

The provisions of this instrument shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Assignment and Bill of Sale this ___ day of _____, 200___.

PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

9.5.29