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

MEMBERS OF THE GOVERNING BOARD

Karen Roberts, President
Paul Long, Vice President
Marcia Harris, Clerk
Earl Mentze, Member
Nels V. Tahti, 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,
Linda Pezanoski, Principal, Sheridan Charter School
John Bliss, Principal, Carlin C. Coppin Elementary School
Ken Gammelgard , Principal, Creekside Oaks Charter Elementary School
Susan Taxara, Vice Principal, Creekside Oaks Charter Elementary School
Ruben Ayala, Principal, First Street School/District Bilingual Coordinator
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, Principal, LHSN
Stacy Brown, Vice Principal, Lincoln High School/Glen Edwards Middle School
John Wyatt, Principal, Phoenix High School, Adult Ed.
Tracy Murphy, Director, Special Education
Trudy Wilson, Director, Business Services
Frank Nichols, Director of Maintenance and Facilities
Bob Nelson, Transportation Coordinator
Jeff Dardis, Food Service Director
Chuck Youtsey, Technology Coordinator

STUDENT ENROLLMENT

School		12/6/02	1/3/03
Sheridan Charter School (K-8)		146	146
Sheridan School Independent Study (SSIS)		32	30
First Street School		562	559
Carlin C. Coppin Elementary (K-5)		510	502
Creekside Oaks Elementary (K-5)		664	661
Glen Edwards Middle (6-8)		889	890
Lincoln High School/Lincoln North		950	946
Phoenix High School		47	53
PCOE Home School		10	10
TOTAL:		3810	3797
Phoenix Infant/Toddler Center	24		
Preschool/Head Start			
First & J Streets	22		
Sheridan Program	22		
Carlin Coppin Program	22		
Adult School			
Citizenship/ESL	120		
Evening Classes			
Adult Ed. Child Care	45		

GLOBAL DISTRICT GOALS

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
January 21, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – Library
790 "J" STREET, LINCOLN, CA

2002-2003 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

5:50 P.M. OPEN SESSION - Administrative Conference Room – D.O.

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

CLOSED SESSION AGENDA

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 01/02 (L) Re-Entry Hearing

2. CONFERENCE WITH LABOR NEGOTIATOR

a. Name any employee organization with whom negotiations to be discussed are being conducted. **Western Placer Teachers Association**

b. Identify the titles of unrepresented individuals with whom negotiations are being conducted. **None**

c. Identify by name the agency's negotiator. **Bob Noyes, Director Human Services, David Butler, Trudy Wilson, Keith Bray, Attorney**

REGULAR MEETING AGENDA

7:00 P.M. OPEN SESSION - Library - LHS

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 01/02 (L) Re-Entry Hearing

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

2. CONFERENCE WITH LABOR NEGOTIATOR

a. Name any employee organization with whom negotiations to be discussed are being conducted. **Western Placer Teachers Association**

b. Identify the titles of unrepresented individuals with whom negotiations are being conducted. **None**

c. Identify by name the agency's negotiator. **Bob Noyes, Director Human Services, David Butler, Trudy Wilson, Keith Bray, Attorney**

3. SPECIAL ORDER OF BUSINESS

3.1 FIRST STREET SCHOOL FEATURED

•The First Street School Staff and students will present the following: *Education Beyond the Classroom.*

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

a. Certificated Employment: None

b. Classified Employment:
Leann Avilla, Kitchen Helper (.31 FTE) LHS
Barbara Green, Campus/Cafeteria Supervisor (.25 FTE), FSS

c. Ratification of Certificated Retirement Resignation: Richard Fields, Industrial Arts, LHS

4.2 Approval of Donation to CCC by Tim McCrory, 11 Upholstered Stools; 6 24" Fixed Upholstered Stools, Estimated Value $1,066.96

4.3 Arts Work Grant Approval

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 – Heather Wellendorf
6.2 Western Placer Teacher's Association – Mike Agrippino
6.3 Western Placer Classified Employee Association – Nancy Griffin
6.4 Superintendent – Academic Decathlon
6.5 Assistant Superintendent(s)
- 6.5.1 Jay M. Stewart
  - a. Facilities Update
- 6.5.2 Scott Leaman
  - a. Program Focus Area: Academic Performance Index
- 6.5.3 Bob Noyes, Personnel Director
  - a. Update on 2002/03 Personnel

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) APPROVAL OF FY 2001/02 INDEPENDENT AUDITOR'S REPORT Stewart *(02/03 G &O, Component V)*

•A representative from the District's independent audit firm, Gilbert Accountancy Corporation, will present the FY 2001-02 audit report to the Board of Trustees.

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

7.2 (D/A) APPROVAL OF COOPERATIVE AGREEMENT BETWEEN CITY OF LINCOLN, SIERRA COMMUNITY COLLEGE AND WESTERN PLACER UNIFIED SCHOOL DISTRICT (Library) Yohe *(02/03 G &O, Component V)*

•The Sierra Community College Board addressed this item on January 14, 2003. The City is scheduled to take action on January 28, 2003. The Cooperative Agreement addresses in detail the relationship between the three entities regarding the Lincoln city library at Twelve Bridges.

7.3 (D/I) REVIEW OF AREAS OF INTERNAL REVIEW FOR HORIZON INSTRUCTIONAL SYSTEMS BY WPUSD AND PCOE Yohe *(02/03 G &O, Component V)*

• The Board of Governance of the Horizon Instructional Systems has developed a list of areas it feels need to have an internal review by the District and the Placer County Office of Education.

7.4 (D/A) APPROVAL OF JOINT USE AND COOPERATIVE AGREEMENT FOR THE USE OF THE OUTDOOR LEARNING ENVIRONMENT PROPERTY BETWEEN THE WESTERN PLACER EDUCATION FOUNDATION AND WESTERN PLACER UNIFIED SCHOOL DISTRICT – Yohe/Mentze *(02/03 G &O, Component V)*

• This is a mutual agreement to develop the OLE acreage, with Foundation granting the right to the District to use the Outdoor Learning Environment for educational purposes in perpetuity; and will be given priority status.

7.5 (D/A) RATIFICATION OF EDUCATION FOUNDATION FOR TEACHERS (EFFORT) GRANTS – Yohe/Mentze *(02/03 G &O, Component II)*

• The Education Foundation has made available to teachers grant monies for improving student learning, etc. $7300 will be awarded to the following teachers:

- JASON Project, $1000, Chandler/Lactis
- Cross Country Modification, $4000, Stocks
- Hewlett Packard Laser Jet Printer, $800, Singleton
- Panther Mural, $1500, Gonzales

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

7.6 (D/I) REVIEW OF THE PROPOSED FOSKETT RANCH ELEMENTARY SCHOOL SITE LAND PURCHASE AND SALE AGREEMENT – Stewart *(02/03 G &O, Component V)*

•Being submitted for the Board of Trustees review and discussion is the draft of Land Purchase and Sale Agreement for the Foskett Ranch Elementary School Site. There are still points that are under review, but the sale agreement is nearly completed. The District is anticipating closing escrow by March 1, 2003 so access can be gained to the site for construction purposes.

7.7 (D/I) FARM FOUNDATION REPORT BY BOARD MEMBER PAUL LONG – Long *(02/03 G &O, Component I)*

• Paul Long, Board of Trustee representative to the Lincoln High School Farm Foundation will report to the members of the Board the latest accomplishments of the farm and foundation.

8. COMMENTS - BOARD OF TRUSTEES

9. 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.

- Marketing/public relations/public engagement
- Relationship with Sierra Community College/City of Lincoln/Joint Library at Twelve Bridges
- Future School Construction/Master Facility Plan (1/16/01 this item to appear monthly)
- Aquatic Center (Added 3/6/01)
- Western Placer Unified School District Educational Foundation
- Horizon Instructional Systems Charter Renewal (Added 12/3/02)

10. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
  >February 4, 2003 7:00 p.m. Lincoln High School Library
  >Establish Budget Workshop

11. ADJOURNMENT OF REGULAR SESSION

BOARD BYLAW 9320: Individuals needing special accommodations i.e. sign language; accessible seating, etc. should contact the Superintendent or designee at least two days prior to meeting date. (American Disabilities Act)

Posted: 1/16/03
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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT

CLOSED SESSION AGENDA

PLACE: **Administrative Conference Room – 810 J Street**
DATE: **January 21, 2003**
TIME: **5:50 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
   - a. Name any employee organization with whom negotiations to be discussed are being conducted. **Western Placer Teachers Association**
   - b. Identify the titles of unrepresented individuals with whom negotiations are being conducted. **None**
   - c. Identify by name the agency's negotiator. **Bob Noyes, Director Human Services, David Butler, Trudy Wilson, Keith Bray, Attorney**

10. STUDENTS
    - •STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    - •STUDENT PRIVATE PLACEMENT
    - •INTERDISTRICT ATTENDANCE APPEAL
    - •STUDENT ASSESSMENT INSTRUMENTS
    - •STUDENT RETENTION APPEAL, Pursuant to BP 5123

1. **LICENSE/PERMIT DETERMINATION**
   a. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   a. Specify law enforcement agency
   b. Title of Officer
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.
4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
   a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
   b. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   a. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
   A. **PUBLIC EMPLOYEE APPOINTMENT**
      a. Identify title or position to be filled.
   B. **PUBLIC EMPLOYEE EMPLOYMENT**
      a. Identify title or position to be filled.
   C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
      a. Identify position of any employee under review.
   D. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
      a. It is not necessary to give any additional information on the agenda.
   E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
      a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
   a. Name any employee organization with whom negotiations to be discussed are being conducted.
   b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   c. Identify by name the agency's negotiator.
10. **STUDENTS:**
   A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   B. **STUDENT PRIVATE PLACEMENT**
      ●Pursuant to Board Policy 6159.2
   C. **INTERDISTRICT ATTENDANCE APPEAL**
      a. Education Code 35146 and 48918
   D. **STUDENT ASSESSMENT INSTRUMENTS**
      a. Reviewing instrument approved or adopted for statewide testing program
   E. **STUDENT RETENTION APPEAL**
      a. Pursuant to Board Policy 5123

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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, 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 District Goals ___
Complies with District Mission Statement ___
Funding Sign-Off by J. Stewart ___
Personnel Sign-Off by B. Noyes ___
Program Sign Off by S. Leaman ___
SBLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET

SUBJECT:
Student Discipline/Expulsion
Re-Entry Hearing
Student # 01-02 L

AGENDA ITEM AREA:
Disclosure of action taken in closed session.

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
January 21, 2003

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the re-entry expulsion of Student #01/02 L

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

2.1

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 differencesare 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, localgovernment, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ___
Complies with Site Plan (UP)___
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:
Conference with Labor Negotiator

AGENDA ITEM AREA:
DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION

REQUESTED BY:
Bob Noyes,
Chief Negotiator

ENCLOSURES:

MEETING DATE:
January 21, 2003

BACKGROUND:

The Board of Trustees will disclose any action taken in Closed Session regarding this item.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board disclose any action taken in Closed Session regarding this item.

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2.2

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 differencesare 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, localgovernment, 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:
First Street School Featured

AGENDA ITEM AREA:
SPECIAL ORDER OF BUSINESS

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Presentation

MEETING DATE:
January 21, 2003

BACKGROUND:

The staff and students of First Street School will present the following:

- Review of API Growth for 2002
- Assemblies – Focus on Character Education
- After School Programs
- SBLT Report
- PTC Activities
- Jeannine Kato and Bill Justice Recognition
- Musical presentation by students

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

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For Eva

Items for Inclusion in the Board Presentation 1/21/03

Education Beyond the Classroom

- Review of API Growth for 2002 (Ayala)
- Assemblies – Focus on Character Education (Ayala)
- After School Programs (grade level reps.)
  - **Each grade level should have at least three major points
  - **Include pictures of students engaged in programs
- SBLT Report (Glen Vineyard)
- PTC Activities – Past and Future (LeMay Axton)
- Jeannine Kato and Bill Justice Recognition (Ayala)
- Musical Number by FSS Students (Hagman)

3.1.1

CONSENT

AGENDA

ITEMS

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success In an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	***COMPLIANCE CHECK LIST***
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LIP) ____ Complies with Governance & Management Document ____
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals ____ Complies with District Mission Statement ____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart ____
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____ SBLT Involvement ____ 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:
January 21, 2003

BACKGROUND:

The Board of Trustees will consider ratification of employment of:

Leann Avilla – Kitchen Helper (.31 FTE) - LHS
Barbara Green – Campus/Cafeteria Supervisor (.25 FTE) - FSS

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	***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 BN Program Sign Off by S. Leaman ____ SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Retirement Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
January 21, 2003

BACKGROUND:

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

Richard Fields – Industrial Arts Teacher – LHS

SUPERINTENDENT'S RECOMMENDATION:

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

4.1C

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Arts Work Grant Approval

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
No

MEETING DATE:
January 21, 2003

BACKGROUND:

The deadline for next year's (2003-04) Arts Work Grants has been moved to January as compared to March of last year. Board approval is required for submission of the grants. Board approval is being requested for the following grants:

Quantum Leap into Dance/Drama
- Teacher Stipends
- Continue Dance/Drama Pilot
- Training for all teachers

Quantum Leap into Assessment
- Teacher Stipends
- Add Secondary Schools into assessment process
- Curriculum Based Arts Assessment
- Secondary Focus
- California Arts Assessment Network

Quantum Leap into Standards

- Staff Development
- Coordinator
- 5 "key" lessons staff development for teachers
- Dinner Sampler
- Administrator Workshop
- Standards Workshop
- Lincoln Arts "Gallery Link" with standards description for each exhibit written by teachers and distributed district-wide

Putting Western Placer Unified on the MAP

- Application for state-wide Model Arts Program participation

Final versions of the grants will be included in the February 18, 2003 Board packet.

ADMINISTRATION'S RECOMMENDATION:
Administration recommends approval of the Arts Work Grants.

4.3.1

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 Policy**
	Complies with Site Plan (LIP)
	Complies with Governance & Management Document
2. **Foster a safe, caring environment where individual differences are valued and respected.**	**Complies with District Goals**
	Complies with District Mission Statement
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**	**Funding Sign-Off by J. Stewart**
	Personnel Sign-Off by B. Noyes
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**	**Program Sign Off by S. Leaman**
	SBLT Involvement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Program Focus Issue: Academic Performance Index

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
January 21, 2003

BACKGROUND:

The final Academic Performance Index for each school has been posted on the internet. These reports will be presented to the Board.

SUPERINTENDENT'S RECOMMENDATION:

No action is required on this item.

6.5.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
2001-02 FINAL API REPORT
8/19/02

	2001 API	2002 TARGET	2002 API	2002 Target Met	2000 Goal Met	2001 Goal Met	2002 Goal Met	ID for Program Imp.
COES					✓	✓		
Overall	726	**730**	**715**	No				
White	734	737	718	No				
Soc Dis	676	679	630	No				
CCC					✓	✓		
Overall	746	**749**	**753**	Yes				
White	750	752	768	Yes				
Soc Dis	714	716	669	No				
FSS					**N/A**	**N/A**		
Overall	634	**642**	**666**	Yes				
Hisp/Lat	544	550	600	Yes				
White	739	745	736	No				
Soc Dis	555	561	610	Yes				
Sheridan					✓	✓		
Overall	764	**766**	**756**	No				
White	788	790	767	No				
Soc Dis	754	756	745	No				
GEMS					✓			
Overall	658	**665**	**685**	Yes				
Hisp/Lat	578	584	609	Yes				
White	686	692	718	Yes				
Soc Dis	608	614	613	No				
LHS					✓	✓		
Overall	653	**660**	**641**	No				
Hisp/Lat	554	560	528	No				
White	690	696	682	No				
Soc Dis	574	580	569	No				

Scott Leaman
Asst. Supt. of Ed Services

6.5.2

California Department of Education
Policy and Evaluation Division

2001-2002 Academic Performance Index (API) Growth Report

List of Schools - District Level
Revised December 17, 2002

District: Western Placer Unified
County: Placer
CD Code: 31-66951

- Explanatory Notes for the 2001-2002 API (Growth) Report contain more details about the displayed information.
- Select the school name
  - for a School Report, or
  - for an explanation if no data are printed here

District API Summary

	All Schools		Deciles 1 and 2	
	N	%	N	%
Targets Met*	0	0	0	N/A
API Grew, Targets Not Met**	3	50	0	N/A
API Remained Same or Declined, Targets Not Met	3	50	0	N/A

State API summary

	All Schools		Deciles 1 and 2	
	N	%	N	%
Targets Met*	3789	52	799	57
API Grew, Targets Not Met**	1497	21	362	26
API Remained Same or Declined, Targets Not Met	1944	27	238	17

Only schools with a valid 2001 API (Base) and a valid 2002 API (Growth) are included in these district and state summaries.

* Includes schools with 2002 Growth APIs of 800 or more.
** Includes schools that met schoolwide 2001-2002 API growth targets but did not meet one or more subgroup targets.

This report only includes schools that were listed on the 2001 API (Base) Report. New schools with 2002 STAR test results will appear on the 2002 API (Base) Report.

STAR	2001-	Met Growth Target

School Type for 2001 API (Base)	2002 Percent Tested	2002 API (Growth)	2001 API (Base)	2002 Growth Target	2001-2002 Growth	Schoolwide	Comparable Improvement (CI)	Both Schoolwide and CI	Awards Eligible
Elementary Schools									
Coppin (Carlin	99	753	746	3	7	Yes	No	No	No
Creekside Oaks	98	715	726	4	-11	No	No	No	No
Firt Street	100	666	634	8	32	Yes	No	No	No
Sheridan Elementary	100	756	764	2	-8	No	No	No	No
Middle Schools									
Edwards (Glen)	98	685	658	7	27	Yes	No	No	No
High Schools									
Horizon Instructional Lincoln High (Char)	100	641	653	7	-12	No	No	No	No

"N/A" means a number is not applicable or not available due to missing data.

"N/R" means required enrollment data are not reported.

" * " means this API is calculated for a small school, defined as having between 11 and 99 valid STAR test scores. APIs based on small numbers of students are less reliable and therefore should be interpreted with caution.

"A" means the school scored at or above the interim Statewide Performance Target of 800 in 2001.

"B" means the school is not awards eligible due to Adult Testing Irregularities.

Awards Notes - The "Awards Eligible" column requires at least five points schoolwide growth and at least four points growth for each numerically significant subgroup.

Missing schools - some schools in this district may not appear on this list because APIs were not generated for them. Very small schools serving traditional student populations (fewer than 11 pupils with valid STAR test scores), special education schools and centers, and alternative, continuation, community day, court community, and opportunity schools serving high-risk student populations are not in this system. These schools participate in the Alternative Schools Accountability Model (ASAM). In addition, schools that had no STAR test results in 2002 will not receive a 2001-2002 API Growth Report or a 2002 API Base Report.

Download a data file containing the information displayed above.

California Department of Education
Policy and Evaluation Division

2001-2002 Academic Performance Index (API) Growth Report

School Report

Revised December 17, 2002

School: Edwards (Glen) Middle
District: Western Placer Unified
County: Placer
CDS Code: 31 -66951 -6108351

School Type: Middle

STAR 2002 Percent Tested	Number of Students Included in the 2002 API (Growth)	2002 API (Growth)	2001 API (Base)	2001-2002 Growth Target	2001-2002 Growth	Met Growth Target: School-wide	Met Growth Target: Comparable Improvement (CI)	Met Growth Target: Both Schoolwide and CI	Awards Eligible
98	608	685	658	7	27	Yes	No	No	No

"N/A" means a number is not applicable or not available due to missing data.
"*" means this API is calculated for a small school, defined as having between 11 and 99 valid STAR test scores. The API is asterisked if the school was small either in 2001 or 2002. APIs base on small numbers of students are less reliable and therefore should be interpreted with caution.
"A" means the school scored at or above the interim Statewide Performance Target of 800 in 2001.
"B" means the school is not awards eligible to to Adult Testing Irregularities.

Awards Notes - The "Awards Eligible" column requires at least five points schoolwide growth and at least four points for growth for each numerically significant subgroup.

For more details about the displayed information, see the *Explanatory Notes for the 2001-2002 API (Growth) Report*.

Subgroups

Ethnic/Racial	Number of Pupils Included in 2002 API	Numerically Significant in both Years	2002 Subgroup API (Growth)	2001 Subgroup API (Base)	2001-2002 Subgroup Growth Target	2001-2002 Subgroup Growth	Met Subgroup Growth Target
African American (not of Hispanic origin)	5	No					
American Indian or Alaska Native	11	No					
Asian	3	No					
Filipino	9	No					
Hispanic or Latino	158	Yes	609	578	6	31	Yes
Pacific Islander	4	No					
White (not of Hispanic origin)	374	Yes	718	686	6	32	Yes
Socioeconomically Disadvantaged	222	Yes	613	608	6	5	No

"A" means the subgroup scored at or above the interim Statewide Performance Target of 800 in 2001.

missed by 1

School Demographic Characteristics

These data are from the October 2001 California Basic Educational Data System (CBEDS) data collection, the 2002 Standardized Testing and Reporting (STAR) student answer document, and the STAR Apportionment data collection.

Ethnic/Racial (STAR)	Percent
African American (not of Hispanic origin)	1
American Indian or Alaska Native	2
Asian	1
Filipino	2
Hispanic or Latino	25
Pacific Islander	1
White (not of Hispanic origin)	62

Parent Education Level (STAR)	Percent
Percent with a response*	88
Of those with a response:	
Not a high school graduate	10
High school graduate	28
Some college	36
College graduate	19
Graduate school	6

These percentages may not sum to 100 due to responses of: other,

multiple, declined to state, or non-response.

Participants in Free or Reduced Price Lunch (STAR) 35

English Learners (STAR) 7

Multi-track year-round school (CBEDS) No

School Mobility (STAR) 21
This is the percent of students who first attended this school in the current year.

District Mobility (STAR) 21
This is the percent of students who first attended this district in the current year.

Average Class Size (CBEDS)

Grades	Average
K-3	N/A
4-6	32
Core academic courses in departmentalized programs.	30

**This number is the percentage of student answer documents with stated parent education level information.*

	Average
Average Parent Education Level (STAR)	2.82

The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."

	Percent
Fully credentialed teachers (CBEDS)	97
Teachers w/emergency credentials (CBEDS)	0

	Number
Enrollment in grades 2-11 on first day of testing (STAR Apportionment)	792

Number of students excused from STAR testing (STAR)

Students required to have alternative assessments due to IEP exemptions	11
Students excused per parent written request	1
Number of Students Tested (STAR)	772

California Department of Education
Policy and Evaluation Division

2001-2002 Academic Performance Index (API) Growth Report

School Report

Revised December 17, 2002

School: Firt Street

District: Western Placer Unified

County: Placer

CDS Code: 31 -66951 -6117493

School Type: Elementary

STAR 2002 Percent Tested	Number of Students Included in the 2002 API (Growth)	2002 API (Growth)	2001 API (Base)	2001-2002 Growth Target	2001-2002 Growth	Met Growth Target: School-wide	Met Growth Target: Comparable Improvement (CI)	Met Growth Target: Both Schoolwide and CI	Awards Eligible
100	296	666	634	8	32	Yes	No	No	No

"N/A" means a number is not applicable or not available due to missing data.

"*" means this API is calculated for a small school, defined as having between 11 and 99 valid STAR test scores. The API is asterisked if the school was small either in 2001 or 2002. APIs base on small numbers of students are less reliable and therefore should be interpreted with caution.

"A" means the school scored at or above the interim Statewide Performance Target of 800 in 2001.

"B" means the school is not awards eligible to to Adult Testing Irregularities.

Awards Notes - The "Awards Eligible" column requires at least five points schoolwide growth and at least four points for growth for each numerically significant subgroup.

For more details about the displayed information, see the *Explanatory Notes for the 2001-2002 API (Growth) Report*.

Subgroups

Ethnic/Racial	Number of Pupils Included in 2002 API	Numerically Significant in both Years	2002 Subgroup API (Growth)	2001 Subgroup API (Base)	2001-2002 Subgroup Growth Target	2001-2002 Subgroup Growth	Met Subgroup Growth Target
African American (not of Hispanic origin)	2	No					
American Indian or Alaska Native	2	No					
Asian	1	No					
Filipino	1	No					
Hispanic or Latino	159	Yes	600	544	6	56	Yes
Pacific Islander	1	No					
White (not of Hispanic origin)	124	Yes	736	739	6	-3	No
Socioeconomically Disadvantaged	164	Yes	610	555	6	55	Yes

"A" means the subgroup scored at or above the interim Statewide Performance Target of 800 in 2001.

School Demographic Characteristics

These data are from the October 2001 California Basic Educational Data System (CBEDS) data collection, the 2002 Standardized Testing and Reporting (STAR) student answer document, and the STAR Apportionment data collection.

Ethnic/Racial (STAR)	Percent
African American (not of Hispanic origin)	1
American Indian or Alaska Native	1
Asian	0
Filipino	1
Hispanic or Latino	50
Pacific Islander	0
White (not of Hispanic origin)	45

Parent Education Level (STAR)	Percent
Percent with a response*	70
Of those with a response:	
Not a high school graduate	17
High school graduate	25
Some college	35
College graduate	17
Graduate school	6

These percentages may not sum to 100 due to responses of: other,

multiple, declined to state, or non-response.

Participants in Free or Reduced Price Lunch (STAR) 50

English Learners (STAR) 33

Multi-track year-round school (CBEDS) No

School Mobility (STAR) 25
This is the percent of students who first attended this school in the current year.

District Mobility (STAR) 18
This is the percent of students who first attended this district in the current year.

Average Class Size (CBEDS)

Grades	Average
K-3	21
4-6	28
Core academic courses in departmentalized programs.	N/A

**This number is the percentage of student answer documents with stated parent education level information.*

	Average
Average Parent Education Level (STAR)	2.70

The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."

	Percent
Fully credentialed teachers (CBEDS)	97
Teachers w/emergency credentials (CBEDS)	0

	Number
Enrollment in grades 2-11 on first day of testing (STAR Apportionment)	368

Number of students excused from STAR testing (STAR)

Students required to have alternative assessments due to IEP exemptions	2
Students excused per parent written request	7

Number of Students Tested (STAR) 359

INFORMATION

DISCUSSION

ACTION ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approval of the FY 2001-02 Audit Report.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

January 21, 2003

BACKGROUND:

A representative from the District's independent audit firm, Gilbert Accountancy Corporation, will present the FY 2001-02 audit report to the Board of Trustees.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the District's FY 2001-02 audit report.

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 differencesare 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, localgovernment, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ___
Complies with Site Plan (LEP)___
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___

SSLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Cooperative Agreement Between City of Lincoln, Sierra Community College And WPUSD (Library)

AGENDA ITEM AREA:
DISCUSSION/ACTION

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:

MEETING DATE:
January 21, 2003

BACKGROUND:

•The Sierra Community College Board addressed this item on January 14, 2003. The City is scheduled to take action on January 28, 2003. The Cooperative Agreement addresses in detail the relationship between the three entities regarding the Lincoln city library at Twelve Bridges.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Cooperative Agreement as submitted.

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City of Lincoln

City Manager's Office

Gerald F. Johnson
City Manager
916-645-4070 x211
Fax: 916-645-8903

Memorandum

TO: Western Placer Unified School District Board and Superintendent

FROM: Gerald Johnson, City Manager

DATE: January 21, 2003

SUBJECT: Language Changes on Cooperative Agreement

Over the last week, some concerns about the language of the cooperative agreement have come to light. In response to these concerns, the City is suggesting the following clarifing revisions be made to the agreement.

The first concern was with Article 11, Section 11.1. We are recommending dropping the City Council' approval of appointments made by other agencies to the Library Advisory Committee. The recommended language would provide that each agency directly make appointments to the Library Advisory Committee:

> The LAC consists of nine members appointed by the Lincoln City Council.
>
> Five of the members of the LAC shall be the members of the Lincoln Library Board (as appointed by the Lincoln City Council). The terms of these members shall coincide with the terms of each member's appointment to the Lincoln Library Board.
>
> Two of the members shall be recommended by the Board of Trustees of the School District~~, subject to the approval and appointment by the Lincoln City Council.~~
>
> Two of the members shall be recommended by the Board of Trustees of the College~~, subject to the approval and appointment by the Lincoln City Council.~~
>
> The terms of the members of the LAC who are recommended by the Board of Trustees of the School District and the Board of Trustees of the College shall be four years. Of those who are first appointed, they shall draw lots to determine two members who shall serve an initial two year term, and two who shall serve an initial four year term. Subsequent terms shall be for four years. The number of terms that a member may serve shall not be limited.
>
> The City Clerk of the City of Lincoln shall notify the Lincoln City Council, the Board of Trustees of the School District and the Board of Trustees of the College of vacancies on the LAC.

The second concern pertains to the hiring, evaluation, and if necessary, the disciplining of the Library Director. It would be appropriate for the City Manager to consult with the School Superintendent and College President before taking personnel actions regarding the Library Director. It was anticipated that the Superintendent and President, or their designees, would be involved in the selection of the Library Director. The following language to be added to Article 14 extends this concept to include other personnel actions involving the Library Director:

> The City will manage, staff, supervise, maintain and operate the Library, as further described in this Agreement. The Library will be managed by a City of Lincoln Library Director, who shall be responsible to the City Manager of the City. The City Manager shall involve the Superintendent of the School District and the President of the College, or their designees, in the process of selecting the Library Director. The City Manager shall also consult with the Superintendent and President, or their designees, prior to evualuating, or disciplining the Library Director. The Library Director shall possess a Masters Degree of Library Science from an American Library Association accredited program. The City Manager of the City shall determine the methods of delivery of library services.

Lincoln Public Library at Twelve Bridges
Project, Start-Up and Annual Operating Funding Requirements

	Bond Act (65%)	WPUSD (11.67%)	SJCCD (11.67%)	City of Lincoln (11.67%)	Total
Project Capital Costs - Eligible					
Cash Contribution	$ 10,422,338	$ 1,870,676	$ 620,676	$ 1,870,676	$ 16,034,366
Land Contribution			1,250,000		
Project Capital Costs - Ineligible					
Cash Contribution		127,147	127,147	127,147	381,441
Total Project Capital Costs	$ 10,422,338	$ 1,997,823	$ 1,997,823	$ 1,997,823	$ 16,415,807

	WPUSD	SJCCD	City of Lincoln	Total
Start-Up Expense (Pre-Opening Day)				
Operating expenses (not including opening day collections)	$ 9,000	$ 15,000	$ 36,000	$ 60,000
Opening day collections	64,650	281,250	675,000	1,020,900
Total Start-Up Expenses	$ 73,650	$ 296,250	$ 711,000	$ 1,080,900

	WPUSD	SJCCD	City of Lincoln	Total
Deferred Start-Up Expense - Collections				
1st Operating Year	$ 64,650	$ 128,650	$ 309,000	$ 502,300
2nd Operating Year	64,650	128,650	309,000	502,300
3rd Operating Year	64,650			64,650
4th Operating Year	64,650			64,650
Total Deferred Start-Up Collections Expense	$ 258,600	$ 257,300	$ 618,000	$ 1,133,900

		WPUSD (15%)	SJCCD (25%)	City of Lincoln (60%)	Total
Annual Operating Expense (Pre-SJCCD 500 ftes) (1)		$ 102,626	$ 171,043	$ 410,503	$ 684,171

		WPUSD (15%)	SJCCD (35%)	City of Lincoln (50%)	Total
Annual Operating Expense (Post-SJCCD 500 ftes) (1)		$ 102,626	$ 239,460	$ 342,086	$ 684,171

Footnote:
(1) Annual Operating Expenses are based upon 2002-03 dollars.
Operating Expenses will be reviewed annually.

JOINT USE COOPERATIVE AGREEMENT FOR THE LINCOLN PUBLIC LIBRARY AT TWELVE BRIDGES

This Cooperative Agreement (this "Agreement") made and entered into this _____day of _____, 2003, by and between the City of Lincoln, a municipal corporation ("City"), the Western Placer Unified School District, a political subdivision of the State of California ("School District"), and the Sierra Joint Community College District, a political subdivision of the State of California ("College") (each an "Agency" and collectively, the "Agencies").

RECITALS

WHEREAS, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, as provided for in the California Education Code sections 19985, *et seq.* (the "Act") provides for grants for the construction of public libraries and establishes a priority for projects when two or more public agencies agree to a joint use of a library through a cooperative agreement; and

WHEREAS, the City, School District, and College mutually desire to enter into such a joint use cooperative agreement and for the City to apply for a grant ("Grant") for a joint use co-located public library pursuant to the Act, which application dated March _____, 2003 (the "Application") is incorporated herein by reference as though set forth in full in this Agreement; and

WHEREAS, the City, School District, and College believe that in order to provide a public library for the benefit of the citizens of Lincoln and students of School District and College, such a cooperative approach and a joint use of a public library would be the best and most economical use of public funds; and

WHEREAS, the City intends to construct a joint use co-located public library for the benefit of the City, School District and College, in compliance with the terms of this Agreement and the Act, referred to as the "Lincoln Public Library at Twelve Bridges", (the "Library") on certain real property situated in the City of Lincoln, County of Placer, State of California, on Twelve Bridges Drive, consisting of about five (5) acres, more or less, of unimproved land, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Library site"); and

WHEREAS, the School District intends to purchase certain unimproved real property situated on Twelve Bridges Drive, in the City of Lincoln, County of Placer, State of California, consisting of about 35 acres, more or less, situated adjacent to the Library site. This property will be the site of a new high school campus at Twelve Bridges to be constructed by the School District to accommodate new students moving into the District (the High School site); and

7.2.1

WHEREAS, the College intends to construct a college campus on certain unimproved real property situated on Twelve Bridges Drive, in the City of Lincoln, County of Placer, State of California, consisting of 23 acres, more or less, situated adjacent to the Library site and High School site (the "College campus"); and

WHEREAS, the City has purchased from the College, the Library site, on the terms and conditions set forth in that certain Purchase and Sale Agreement between the City and the College, dated _____, 2003, incorporated herein by reference (the "Purchase and Sale Agreement"), for the purpose of constructing and operating the Library described in this Agreement; and

WHEREAS, the City, School District and College shall make payments to the City to cover the Local Match Funds, Supplemental Local Funds, Collections, Initial Start-up Expenses, Annual Expenses and other costs not covered by the Grant funds to construct and operate the Library on the Library site, at the times and in the amounts specified in this Agreement for the term of this Agreement; and

WHEREAS, the City desires to expand its current library services to meet the needs of its residents. The population of the City is expected to grow from its current 17,713 residents to about 60,000 residents within the next 20 years. Currently, it has one public library, which was constructed in 1909, consisting of 2,300 square feet, with a collection of about 8,000 volumes; and

WHEREAS, it is to the mutual benefit of the City, the College and the School District to contribute jointly to the establishment of a joint use co-located public library which can serve the interest, convenience and needs of the general public, the College and the School District, for children and adults of all ages; and

WHEREAS, the City, the College and the School District desire to enter into this Agreement to work cooperatively to construct, maintain, and operate a joint use co-located public library on the Library site, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises herein, the Agencies herein do hereby agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Effective Date

This Agreement is contingent upon approval by the governing boards of each Agency. This Agreement will become effective on the date when the last Agency authorizes its designated representative to execute this Agreement on behalf of that Agency (the "Effective Date").

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Section 1.2 Effect of Headings

The headings or titles of the several articles and sections in this Agreement are solely for convenience of reference. They shall not control, affect, modify, amend or change the meaning or construction of any term or provision contained in this Agreement. References in the headings or titles to "Elements" are to the elements as listed in Section 20440: Appendix 2 of the Act's regulations which lists the required elements for joint use cooperative agreements under the Act.

ARTICLE 2
TERM (Element #12; Element #13)

Section 2.1 Term

The term of this Agreement shall commence upon the Effective Date and continue for a minimum of fifty-five (55) years following the date upon which the Library first begins to provide library services to the public ("Opening Day"), and as may be extended by the Agencies. Following such initial term, the Agreement shall remain in full force and effect so long as the Agencies jointly maintain and operate the Library in accordance with this Agreement; provided, however, that this Agreement may be terminated after such initial term by any Agency giving 365 days or more prior written notice to the other Agencies.

Section 2.2 Early Termination

A. No Conveyance. In the event that the College has not conveyed the Library site to the City, on or before March 1, 2003, then this Agreement shall terminate and shall be of no force and effect.

B. Failure to Receive Grant Funds. If the California Public Library Construction and Renovation Board ("Board") does not award the Grant to the City by December 31, 2004, then (1) on the date set forth in subsection E, below, this Agreement shall terminate and shall be of no force, and (2) City shall immediately convey to the College, by grant deed, at no cost to the College, fee simple title to the Library site, free of all liens and encumbrances, taxes and assessments and other exceptions to title not affecting title to the Library site at the time it was conveyed by the College to the City.

C. Failure to Construct Library. If, within four (4) years of the date that the City receives the Grant funds, the construction of the Library is not complete, the Agencies shall meet and confer to determine methods to expedite completion of the Library construction. The City agrees to give at least six (6) months prior written notice to the School District and the College, if the City will not be able to complete construction within the four (4) year time frame. If it is determined that the City cannot complete the Library construction due to emergencies or natural disasters, such as fire, flood, strike, accident, consequences of foreign or domestic wars, or any other cause

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beyond the control of the agencies to the Agreement which will delay or interfere with construction of the Library facilities described in this Agreement, the Agencies shall have an affirmative obligation to meet and confer for the purpose of determining the ways and means to complete the Library construction.

D. No Further Obligation. Except as provided in subsection E of this Section 2.2, in the event of termination pursuant to subsection B of this Section 2.2 of this Agreement, the College, the School District and the City shall have no further obligation whatsoever to the City or to each other, for the payments described in this Agreement, and City shall immediately convey to the College, by grant deed, at no cost to the College, fee simple title to the Library site, free of all liens and encumbrances, taxes and assessments and other exceptions to title not affecting title to the Library site that did not exist at the time it was conveyed by the College to the City.

E. Recordation of Grant Deed. Upon the date of recordation of the grant deed conveying fee simple interest in the Library site to the College, as described in subsection B and subsection D of this Section 2.2, this Agreement shall terminate, and no Agency shall have any further obligations whatsoever to any other Agency under this Agreement.

ARTICLE 3
LOCATION (Element #6)

The Library will be located on approximately five acres, contiguous to the proposed educational center at Twelve Bridges. The Library, High School site and College campus will be built on land located southeast of the intersection of State Route 65 and Twelve Bridges Drive, in Lincoln, California. The land upon which the Lincoln Public Library at Twelve Bridges is located is further described in Exhibit "A."

ARTICLE 4
MISSION STATEMENT

The Library will serve the Library Service needs of the greater Lincoln community, high school students and teachers, and community college students and faculty. To do so, it must meet the basic library services of these three user groups.

Section 4.1 Library Mission Statement

The mission of the Lincoln Public Library at Twelve Bridges will be to provide an accessible community resource to support the cultural, educational and informational needs of the community of the greater Lincoln area. The Library will meet the public's information needs with special emphasis on the educational and recreational needs of high school and community college students and faculty. The Library will provide these

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services to support individual and group improvement, enrichment, increased opportunity, knowledge, and recreation.

The Plan of Service shall be used along with institutional goals in the annual planning process and may be reviewed and revised periodically by the Advisory Committee.

ARTICLE 5
GOVERNANCE (Element #1)

The Library is a joint use co-located library between the City of Lincoln, the School District and the College.

The City Council of the City of Lincoln is the governing board for the Library. The City shall have responsibility for the management, supervision, staffing, administration and operation of the Library, subject to the terms and conditions of this Cooperative Agreement.

ARTICLE 6
OWNERSHIP (Element #7)

During the term of this Agreement and all extended terms of this Agreement, the City will own the Library, and the land, facilities, furnishings, equipment and library materials that are funded as a result of the grant. Upon termination of this Agreement, title to the real property shall remain in the City, and all furniture, furnishings and Collections, as that term is defined in Section 15.3 of this Agreement, will be owned jointly by the City, School District and the College, except the ongoing software licenses separately purchased and owned by any one Agency , and any furnishings, collections, equipment and library materials that one Agency may purchase, own and place in the Library, as provided in the paragraph below, which property shall be and remain the property of the Agency that supplied or purchased it. All furniture and furnishings affixed to the walls for safety purposes shall not become part of the real property.

The School District and the College may purchase, own and place additional furnishings, equipment and library materials in the Library, subject to the approval by the City of Lincoln, and subject to agreement by the Agencies that such additional furnishings, equipment and library materials will be available to all Library patrons on the same basis as all other furnishings, equipment and library materials purchased pursuant to this Agreement.

ARTICLE 7
GRANT OF RIGHT TO USE

Section 7.1 Right to Use

The City hereby grants to the College and the School District, and the College and School District hereby accept from the City, the non-exclusive right to use the Library to be constructed on the Library site, provided that the College and School District comply with the terms and conditions of this Agreement including and not limited to the obligation of the College and School District to pay their respective shares of the funds for the Library construction, maintenance, and operations as provided in Article 20 of this Agreement. This right to use is not revocable, except for cause. The term "cause" means a breach of one or more material terms of this Agreement that continues for more than ninety (90) days, after the breaching party has received written notice of the breach from one of the parties to this Agreement and the breaching party fails to take reasonable steps to correct the breach during that time period.

Section 7.2 Breach

Failure of an Agency to pay its respective share of the funds for the Library as provided for in the Library Project Budget, Initial Start-Up Expenses, Collections and continuing Annual Expenses in Article 20 of this Agreement constitutes a breach of a material term of this Agreement. If said Agency fails to pay its share of the funds within 90 days following written notice from the other Agencies to this Agreement, that Agency shall be considered in default and subject to the provisions contained in Article 36 of this Agreement. In the event that the non-binding mediation procedure in Article 36 of this Agreement does not remove the default within 365 days following the written notice required under this Section 7.2, the other Agencies may seek a judicial determination that said Agency has withdrawn pursuant to Article 28 of this Agreement.

During any period when an Agency is in breach of this Agreement, all rights and privileges of such Agency under this Agreement shall be suspended.

In no event however, shall any active student in good standing of the College or School District be denied admittance to the Library nor access to any Library services as a result of such breach of this Agreement.

ARTICLE 8
CONSTRUCTION OF LIBRARY

Section 8.1 City's Duty to Construct Library.

The City shall be responsible for developing and constructing the Library and other improvements associated with the construction of the Library site (the "Improvements") in accordance with the plans and specifications prepared by NTD Architects and approved by the City, after consultation with the College and the School District.

7.2.6

Section 8.2 Description of Library and Improvements.

The Library and other Improvements to be constructed on the Library site shall consist of a Library building of approximately 37,872 gross square feet, 150, plus or minus, public parking spaces situated adjacent to the Library building and within the legal boundary of the Library site, curbs, gutters, sidewalks, landscaping, roadway and other site improvements, as more particularly described in Section 20.1.2 of this Agreement, as specified on the conceptual plans prepared by NTD Architects after review and approval by the Agencies, and as submitted as part of the application for Grant funds, which architectural plans are incorporated herein by reference as though set forth in full in this Agreement.

Section 8.3 Public Bidding.

The City shall hold the public bidding for construction of the Library and Improvements no later than two (2) years from the date the City receives Grant funds. The Agencies estimate that construction of the Library and Improvements shall be completed within two (2) years after the date the bid is let. The City shall provide the Agencies with a written estimated timeline for completing construction of the Library and Improvements as soon after award of the construction contract as is feasible. The timeline shall be attached to this Agreement as an amendment.

Section 8.4 Diligent Prosecution of Completion.

It is the intent of the Agencies that the Library and Improvements shall be operational no later than four (4) years from the date the City receives the Grant funds. Once the work is begun, the City shall with reasonable diligence prosecute to completion all construction of the Library and Improvements, and, from time to time, all additions and alterations.

Section 8.5 Title to Improvements.

Subject to the terms of this Agreement, title to the Library and Improvements constructed on the Library site shall be and remain in the name of the City.

Section 8.6 Indemnification.

The City shall defend and indemnify the College and the School District, and each of them, against all liability and loss of any type arising out of the construction of the Library and Improvements by the City, together with reasonable attorney's fees and all costs and expenses incurred by the College and the School District in negotiating, settling, defending or otherwise protecting against such claims, except to the extent of the negligent acts or omissions of the College or the School District.

Section 8.7 Compliance with Applicable Laws and Regulations.

8.2.1

The City shall comply with all applicable federal, state and local laws and regulations and governmental permits applicable to the construction of the Library and Improvements, including but not limited to compliance with Field Act requirements, (Education Code sections 17365, *et seq.* and 81130, *et seq.*), payment of prevailing wage rates, initiation and enforcement of a labor compliance program, (AB 1506, Stats. 2002, ch. 868), storm water management regulations, building codes, fire codes, handicapped access and other state, federal and local laws. The City shall pay any and all fees and charges levied in connection with obtaining the required plan approval.

Section 8.8 Changes and Alterations.

The City shall make no major change, alteration or improvement to the Library or the Improvements without first discussing with the College and School District the impact of the proposed change, alteration or improvement, including but not limited to the timing and effect of such alternation, change or improvement upon the continued use of the Library by the College and the School District.

ARTICLE 9
USE

The Agencies may only use the Library as a joint use, co-located public library, for the benefit of the City, the College and the School District, and for no other purpose.

ARTICLE 10
NO PARCEL MAP REQUIRED

The right to use the Library facilities constructed on the Library site granted to the College and the School District under this Agreement is exempt from the parcel map filing requirements of the Subdivision Map Act, under Government Code section 66428. The City hereby waives any right it may have to require a parcel map in this case and affirms the absence of any local ordinance or public policy considerations which would cause the City to require a parcel map.

ARTICLE 11
LIBRARY ADVISORY COMMITTEE (Element #1)

There shall be a Library Advisory Committee ("LAC") for the Library, to make recommendations to the Lincoln City Council concerning library policies and the operation and administration of the Library.

Section 11.1 Composition and Terms of the Library Advisory Committee

1.2.8

The LAC consists of nine members appointed by the Lincoln City Council.

Five of the members of the LAC shall be the members of the Lincoln Library Board (as appointed by the Lincoln City Council). The terms of these members shall coincide with the terms of each member's appointment to the Lincoln Library Board.

Two of the members shall be recommended by the Board of Trustees of the School District, subject to the approval and appointment by the Lincoln City Council.

Two of the members shall be recommended by the Board of Trustees of the College, subject to the approval and appointment by the Lincoln City Council.

The terms of the members of the LAC who are recommended by the Board of Trustees of the School District and the Board of Trustees of the College shall be four years. Of those who are first appointed, they shall draw lots to determine two members who shall serve an initial two year term, and two who shall serve an initial four year term. Subsequent terms shall be for four years. The number of terms that a member may serve shall not be limited.

The City Clerk of the City of Lincoln shall notify the Lincoln City Council, the Board of Trustees of the School District and the Board of Trustees of the College of vacancies on the LAC.

Section 11.2 Advisory Committee Bylaws

The LAC shall adopt bylaws governing its conduct, consistent with the terms and conditions of this Agreement.

Section 11.3 Advisory Committee Duties

(a) The LAC may propose rules, regulations and bylaws necessary for the administration, governance and protection of the Library and all property belonging thereto.

(b) The LAC may make recommendations regarding any trust declared or created for the Library, and may recommend acceptance of gifts and bequests to be held in trust or otherwise, including property, and the disposition of property for the benefit of the Library.

(c) The LAC may recommend the duties and powers of the Library Director and other employees of the Library and may recommend the number of employees and their compensation.

(d) The LAC may recommend the purchase of necessary books, journals, publications and other personal property, subject to Section 15.3 of this Agreement.

1.2.9

(e) The LAC may recommend the purchase of real property, and the erection or rental of equipment, buildings, or rooms as may be necessary, when in its judgment a suitable building or portion thereof has not been provided.

(f) The LAC may recommend that the appropriate state officials be requested to furnish the Library with copies of any and all reports, laws, and other publications of the state not otherwise disposed of by law.

(g) The LAC may recommend that the Library borrow, lend and exchange books and other materials with other libraries, and may recommend that non-City residents be permitted to borrow items upon such conditions as may be recommended, except non-City resident students of the School District and the College shall not be subject to special conditions for borrowing from the Library.

(h) The LAC may recommend the approval or amendment of the annual budget and capital budgets prepared by the Library Director under the direction of the City Manager.

(i) The LAC may recommend any and all other acts and things necessary or proper to carry out the mission of the Library.

ARTICLE 12
TECHNICAL ADVISORY COMMITTEE (Element #1)

Section 12.1 Technical Advisory Committee

There shall be a six member Technical Advisory Committee ("TAC"), to make recommendations to the Lincoln City Manager and the LAC concerning library policies and the operation and administration of the library.

Section 12.2 Composition and Terms of the Technical Advisory Committee

The TAC shall consist of the Library Director and one other staff member appointed by the Lincoln City Manager, two staff members appointed by the Superintendent of the School District, and two staff members appointed by the President of the College. The length and number of terms that a TAC member may serve shall be in the discretion of the appointing authority and shall not be limited.

Section 12.3 Technical Advisory Committee Duties

The duties of the TAC shall be to make recommendations to the LAC in fulfillment of its duties as specified in this Cooperative Agreement, and to the Library Director and the City Manager in fulfillment of their administrative and operational responsibilities.

1.2.10

ARTICLE 13 (Element #1)
DISTINCTION BETWEEN LIBRARY ADVISORY COMMITTEE, CITY COUNCIL, LIBRARY DIRECTOR AND TECHNICAL ADVISORY COMMITTEE RESPONSIBILITIES

(a) The LAC is an advisory body to the Lincoln City Council regarding the Library. The Committee shall make recommendations to the City Council concerning library policies and priorities for the operation and administration of the library.

(b) The City Council shall approve all policies and priorities for the operation and administration of the Library.

(c) The Library Director and the employees of the Library, under the direction of the City Manager, shall have administrative and operational responsibilities to propose and implement the policies, priorities and operational directives recommended by the LAC and approved by the Lincoln City Council.

(d) The TAC is an advisory body to the LAC, the Library Director and the City Manager concerning library policies and the operation and administration of the Library.

ARTICLE 14
MANAGEMENT (Elements #1 and #9)

The City will manage, staff, supervise, maintain and operate the Library, as further described in this Agreement. The Library will be managed by a City of Lincoln Library Director, who shall be responsible to the City Manager of the City. The Library Director shall possess a Masters Degree of Library Science from an American Library Association accredited program. The City Manager of the City shall determine the methods of delivery of library services.

ARTICLE 15
LIBRARY SERVICES (Element #2)

Section 15.1 Library Minimum Service Standards

The minimum joint library services to be provided by the Library are those as set out in Exhibit "B" attached hereto and incorporated herein by reference. The Library Service Plan is more particularly described in the Application.

7.2.11

Section 15.2 Additional Services

The Agencies agree that any individual Agency may provide additional library services at the Library, at their own cost, and subject to approval by the Lincoln City Council, which approval shall not be unreasonably withheld.

Section 15.3 Collections

Collections are defined as any materials such as books, magazines, microfilm, etc., acquired for the Library for educational or recreation purposes ("Collections"). The Collections shall be of sufficient scope and currency to serve the greater Lincoln area as well as support the curriculum of the School District and the College. A volume/population ratio of 2.3 items is suggested.

The Library's Collections will be cataloged using an automated cataloging system. Uniform and multiple accesses through a public access catalog are essential to make available information in all types of formats.

The Library will have a written collection development policy. The policy will establish clear guidelines for the types of materials to be acquired, acquisition priorities, procedures, processing for leasing and rental of materials, challenge and withdraw as well as disposition of materials. The policy will be developed in consultation with the TAC and LAC.

The City of Lincoln shall purchase the Collections for the Library, on behalf of the Agencies. The Collections shall be determined and purchased according to the preferences and direction of each Agency, in approximate proportion to each Agency's financial contribution toward the Collections budget each year, as specified through the first four full operating years in Section 20.2.1, Section 20.3.1 and as determined by the annual Collections budget in each fiscal year thereafter. The preferences and direction for the purchases shall be conveyed through the members of the TAC and LAC.

Section 15.4 Professional Staff

The Library will employ a Library Media Teacher holding a valid credential authorizing services as a librarian issued by the State Board of Education or Commission for Teacher Preparation and Licensing. The Agencies agree that the Library Media Teacher shall also provide consultation support to other WPUSD campuses.

Professional staff, trained and knowledgeable about learning resources, information, and/or media materials and services will be present during all school hours of operation. Professional Library staff will collaborate with classroom teachers and faculty to integrate information skills and use of technology into the curriculum.

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Student assistants will perform a variety of tasks that assist and complement professional staff, clerical staff and technicians. Student assistant programs offer work opportunities and career exploration for student workers.

Section 15.5 Library Privileges

Members of the public and students shall have access to the Library during all hours that the Library is open. The College and the School District may suspend or revoke student Library privileges for cause, and the City may suspend or revoke Library privileges of members of the public for cause.

ARTICLE 16
LIBRARY HOURS (Element #3)

The Agencies agree that the Library will be open for the public for not less than 64-1/2 hours per week as follows:

Monday through Thursday	7:30 a.m. to 8:00 p.m.
Friday	7:30 a.m. to 5:00 p.m.
Saturday	12:00 noon to 5:00 p.m.

The Library will be closed on Sundays and holidays designated by the Lincoln City Council.

The City Manager, following consultation with the LAC, may modify the daily scheduled hours. Any change reducing the hours to less than 64-1/2 hours per week will require approval by all of the Agencies.

ARTICLE 17
STAFFING (Element #4)

Section 17.1 Staff

The number and classification of the staff of the Library shall be recommended by the City Manager and determined by the Lincoln City Council as part of the annual budget process, with input from the LAC. As a basis for the first full year of operation, the Agencies agree the target for the number and classification of full-time equivalent (fte) staff members shall be as follows:

Library Director (1)
Library Media Teacher (1)
Reference Librarians (.8)
Children's Librarian (1)
Library Technician (2)

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Shelvers (1.5 fte)
Library Assistant (1.5 fte)

The Agencies agree that the number and classification of staff referenced above shall be a full-time equivalent guideline, and not a definitive listing for future staffing of the Library. The Agencies agree that part-time students or other part-time staff may be utilized for staffing, and that the City may contract with the School District, the College or other public or private entities for any of the staff or support positions necessary to operate the Library.

Section 17.2 Support Services by the City

Except as otherwise agreed by the Agencies, the City will provide support services such as risk management, budget, accounting, payroll, purchasing, recruitment, personnel management and other typical municipal support services to the Library. The Agencies acknowledge that the City's costs for such support services will exceed those that would otherwise be incurred by the City in a library that does not serve three entities. The Agencies agree that the annual budget will include a reimbursement to the City for the incremental cost of providing such services for the Library. The reimbursement shall not exceed 5% of the direct library costs.

Section 17.3 Contract Services

The Agencies agree that the City may contract with the School District, the College or other public or private entities for any services necessary to operate the Library. The Agencies agree that such services shall be determined in advance of the services being delivered, and will be the subject of a separate written agreement between the City and the entity providing the service. The School District and the College, and each of them, shall each be reimbursed at its direct hourly rate for personnel, plus actual costs for materials and supplies for such services, plus no more than 5% of the direct costs for its administrative costs, so charged.

The College will provide Library system technical support services, on the terms and conditions described in this Section 17.3.

ARTICLE 18
VOLUNTEERS (Element #5)

The Agencies agree that volunteers are important contributors to a successful library program, and qualified volunteers will be welcome to participate in the Library. The Agencies also agree that volunteers are most appropriately used to supplement essential Library services provided by full time and part time paid library professionals. Volunteers in the Library will provide supplemental support and will be coordinated by library professionals.

7.2.14

ARTICLE 19
CONVEYANCE OF LIBRARY SITE

Section 19.1 Conveyance and College Credit toward Library Project Budget

The College shall convey, and the City shall accept conveyance of the Library site consisting of about five (5) acres, more or less, of unimproved land, more particularly described in Exhibit "A" attached hereto, on or before March 1, 2003, on the terms and conditions set forth in the Purchase and Sale Agreement. Payment for the conveyance of the land shall be deferred, and shall be in the form of a credit toward the College's contribution for the Library Project Budget, as specified in this Article and Article 20 of this Agreement.

The Agencies agree that with the exception of the reconveyance provisions described in Article 2, subsections B, D and E of this Agreement, the Library site will be conveyed without any exception that might diminish the use of the property for a public library building or in any way diminish the State's interest in the property.

Section 19.2 Purchase Price.

The Agencies agree that the value of the Library site conveyed to the City by the College shall be approximately equivalent to the cost per acre of the parcel purchased by the School District from PHI for the High School site, consisting of about 20 acres, more or less, of unimproved real property situated on Twelve Bridges Drive, in the City of Lincoln, County of Placer, State of California.

The purchase price of the Library site shall be $1,250,000, based upon a value of $250,000 per acre.

ARTICLE 20
SOURCES AND USES OF FUNDING (Element #8)

The City, the School District, and the College will jointly fund the Library construction, maintenance and operations of the Library, as described in this Agreement.

The Agencies acknowledge that the School District's and the College's obligation to fund the Local Match Funds and Supplemental Local Funds, as defined in Section 20.1.1, below, plus Initial Start-Up Expenses, Collections and Annual Expenses, as defined in Sections 20.2.1, 20.3.1 and 20.4.1, respectively is in consideration of the non-exclusive right of the School District and the College to use the Library for the term of this Agreement, subject to the terms of Article 7 of this Agreement.

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Sources and Uses of funds are divided into four categories: Library Project Budget, Initial Start-Up Expenses, Collections and Annual Expenses.

Section 20.1.1 Library Project Budget

The Library Project Budget represents the initial capital cost to acquire the land and build the Library. The total Library Project Budget is $16,415,807, as detailed in a pro forma Library Project Budget, which is attached to this Agreement as Exhibit "C" and incorporated herein by reference.

The total Library Project Budget (capital cost) is divided into "Eligible" and "Ineligible" costs under the Act.

The Eligible costs are $16,034,366. Sixty-five per cent of the Eligible costs is $10,422,338, which will be funded by State of California Matching Funds under the Act. The remaining thirty-five per cent of the Eligible costs is $5,612,028, which will be funded by the Agencies and are referred to as "Local Matching Funds."

The Ineligible costs are $381,441. Ineligible costs do not qualify for State of California Matching Funds under the Act. One hundred per cent of the Ineligible costs will be funded by the Agencies and are referred to as "Supplemental Local Funds."

The sum of the Local Matching Funds and the Supplemental Local Funds is $5,993,469.

Each of the Agencies agrees to contribute one-third of the sum of the Local Matching Funds and the Supplemental Local Funds ($1,997,823). The College contribution shall consist of a combination of cash and a credit for the purchase price of the Library site conveyed to the City by the College.

Based upon this Agreement, the Agencies' contributions in cash and land value credit toward the sum of the Local Matching Funds and the Supplemental Local Funds are as follows:

College Land Value Credit	$1,250,000
College Cash	$ 747,823
School District Cash	$1,997,823
City of Lincoln Cash	$1,997,823
Sum of Local Matching Funds and Supplemental Local Funds:	$5,993,469

Section 20.1.2 Sharing of Site Development Costs

It is understood and agreed by the Agencies that the site development costs included in the Library Project Budget are those that are (1) necessary and directly related to the construction of the Library, (2) within the legal boundaries of the Library site, and

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(3) no more than 100 feet beyond the legal boundaries of the site and are required to tie-in the Library site with existing utilities and road.

The proportionate cost of environmental mitigations attributable to the library project that qualify as site development costs and that are no more than 100 feet beyond the project site will be included in the grant application, and each Agency agrees to contribute one-third of the Local Matching Funds portion of the cost of such site development costs. Site development work will be limited to utilities, paving, sidewalks, curbs, gutters, landscaping, irrigation and traffic signals.

Section 20.1.3 Sources of Local Match Funds and Supplemental Local Funds

Each Agency agrees to pay its share of the Local Match Funds and Supplemental Local Funds in the amounts set forth in Section 20.1.1 of this Agreement. The sources of funding due from the College, the School District and the City are described below:

College: The source of funding for the Local Match Funds and the Supplemental Local Funds due from the College and payable to the City shall be the proceeds of sale of real property and school bond proceeds.

School District: The source of funding for the Local Match Funds and the Supplemental Local Funds due from the School District and payable to the City shall be Development Impact Fees.

City: The source of funding for the Local Match Funds and the Supplemental Local Funds due by the City shall be Public Facility Element Development Impact Fees.

Section 20.1.4 City Loan to College

In the event that a College bond measure is not approved by the voters prior to December 31, 2004, the City agrees that it will loan the College, at no interest, $747,823, which is the amount of the College's required cash contribution as provided in Section 20.1.1 above. Said loan shall be repaid in full by the College to the City upon the issuance of a subsequent voter-approved College bond measure, the sale by the College of any property donated to the College by PHI, or June 30, 2013, whichever occurs first.

Section 20.1.5 Exceed Library Project Budget

In the event that the responses to the request for construction bid proposals for the construction of the Library exceed the amounts provided for in the Library Project Budget, the Agencies must confer and consult with each other regarding the appropriate action to take, including but not limited to the rejection of all bids and/or approval of modifications to the Architect's plans and specifications in compliance with the requirements of the Grant, to reduce the cost of construction.

Section 20.1.6 Actual Library Project Costs and Payment Schedule

1.2.17

Upon receipt of Grant funds, the City shall establish and maintain a separate construction project fund for the construction of the Library (the "Library Project Fund"). The Agencies acknowledge that the Library Project Budget is an estimate of the cost to acquire the land and build the Library facility, and that their financial responsibility includes all the costs actually incurred in acquiring the land and constructing the Library ("Actual Library Project Costs").

The City will pay all Actual Library Project Costs to contractors, consultants or other vendors or suppliers The City of Lincoln will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Library Project Costs incurred. The College and the School District agree to make payment to the City of Lincoln within thirty (30) days of receipt of such invoices.

On each such invoice, the City shall credit the College for the amount of the Purchase Price specified in Section 19.2 of this Agreement, until such Purchase Price is fully credited against amounts owed by the College to the City for Project Costs.

At the conclusion of construction, the City of Lincoln will provide an accounting of the total Actual Library Project Cost expended, and a comparison of the total Actual Library Project Cost against the Library Project Budget. In the event that total Actual Library Project Cost incurred exceeds the Library Project Budget, each Agency agrees to provide additional funding for one-third of the amount by which the total Actual Library Project Cost exceeds the Library Project Budget.

Section 20.2.1 Projected Library Operating Budget - Initial Start-Up Expenses and Collections

Initial Start-Up Expenses and Collections are those expenses incurred prior to the first day the Library is open for use by the public ("Opening Day"). These expenses do not qualify for State Matching Funds. These expenses may include start-up salaries and benefits, facility costs, equipment and supplies costs, materials, and other allocations or miscellaneous costs as detailed in a pro forma Initial Start-Up Expenses Budget, which is attached to this Agreement as Exhibit "D" and incorporated herein by reference.

The Agencies agree to provide funding for their respective shares of the Initial Start-Up Expenses and Collections. The proportionate shares of the Initial Start-Up Expenses and Collections are as follows:

	School District	College	City of Lincoln
Start-Up Operating Expense	$ 9,000	$ 15,000	$ 36,000
Start-up Collections	$64,650	$281,250	$675,000

Section 20.2.2 Actual Initial Start-Up Expenses and Payment Schedule

1.2.18

The City shall provide to the School District and the College a written accounting regarding actual initial operating expenses. The Agencies acknowledge that the Initial Start-Up Expenses identified in the pro forma Projected Library Operating Budget are an estimate of the operating expenses required to open the Library, and that their financial responsibility includes all of the actual initial start-up expenses actually incurred ("Actual Initial Start-Up Expenses").

The City will pay all Actual Initial Start-Up Expenses paid to employees, contractors, consultants or other vendors or suppliers. The City will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Initial Start-Up Expenses, in accordance with the proportions specified in Section 20.2.1. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices even if the payments exceed the amounts listed in Section 20.2.1, provided the City gives the Agencies reasonable prior written notice of the additional funding they will be asked to pay.

Section 20.3.1 Collections

The Agencies agree that as additional general population growth occurs, and as the student populations increase, additional Collections will be required. The Agencies agree to fund additional Collections to meet this growth in general and student population, in the following amounts, in the four fiscal years following the fiscal year which includes Opening Day. These amounts are in addition to the Annual Expense Budget amounts contained in Section 20.4.1.

	School District	College	City of Lincoln
1st Full Operating Year	$64,650	$128,650	$309,000
2nd Full Operating Year	$64,650	$128,650	$309,000
3rd Full operating Year	$64,650		
4th Full Operating Year	$64,650		

Section 20.3.2 Actual Collection Expenses and Payment Schedule

The City will prepare and send a monthly invoice to the College and the School District for their respective share of the Collections, in accordance with the amounts specified in Section 20.3.1. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices.

Section 20.4.1 Projected Library Operating Budget - Annual Expense Budget

The annual expense budget includes any and all costs that are required to operate and maintain the Library facility, the grounds of the Library, the fixtures of the Library and the Collections (in addition to those Collections costs specified in Section 20.2.1 and

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Section 20.3.1), furniture, furnishings and other Library personal property after Opening Day ("Annual Expense Budget"). These expenses do not qualify for State Matching Funds. These expenses shall include but are not limited to annual salaries and benefits, facility costs, equipment and supplies costs, materials, collections, insurance, maintenance, utilities, janitorial, site ground maintenance repair, security, capital maintenance, repair and replacement costs, equipment maintenance, repair and replacement costs, taxes, assessments, or other governmental charges, and other allocations or miscellaneous costs as detailed in the Projected Library Operating Budget, attached to this Agreement as Exhibit "E" and incorporated herein by reference.

The Annual Expense Budget identified in the Projected Library Operating Budget includes those expenses that would be incurred if the Library had been in operation in fiscal year 2002-03. The Agencies agree that Annual Expense Budget may increase or decrease in subsequent years.

(Note: Annual Expenses do not include the Collections expenses in Section 20.2.1 or 20.3.1.)

Section 20.4.2 Phasing of Participation in Annual Expense Budget

It is understood that the College may not initially fully occupy the College campus at Twelve Bridges. To allocate the Annual Expense Budget based upon the phasing of College operations at the campus, the Agencies agree to the following proportionate funding schedule:

From Opening Day until such time as the College fully occupies the College campus at Twelve Bridges at "Full Occupancy" (defined as the first session in which five-hundred or more Full Time Equivalent Students of the College are enrolled in classes at the campus), the Annual Expense Budget shall be shared in the following proportions:

College	25 %
School District	15 %
City of Lincoln	60 %

The Agencies agree that until the College achieves Full Occupancy, the minimum standards as specified in Article 14 are not required to be met, and the City Council of the City of Lincoln may adopt an Annual Expense Budget that reflects a different service level than that which is required by that Article 15.

When College achieves Full Occupancy, the Annual Expense budget will be shared in the following proportions:

College	35 %
School District	15 %
City of Lincoln	50 %

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Section 20.4.3 Actual Annual Expenses and Payment Schedule

The Agencies acknowledge that the Annual Expense budget identified in the pro forma Projected Library Operating Budget is an estimate of the annual operating expenses, and that their financial responsibility includes all annual expenses actually incurred ("Actual Annual Expenses"). The City shall provide to the School District and the College periodic written reports, on at least a monthly basis, regarding actual operating expenditures and revenues.

The City of Lincoln will pay all Actual Annual Expenses paid to employees, contractors, consultants or other vendors or suppliers. The City of Lincoln will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Annual Expenses, in accordance with the proportions specified in Section 20.4.2. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices.

Section 20.5.1 Annual Budget Process

Prior to the conclusion of each full fiscal year of operation, Agencies will review their proportionate shares of the annual budget, and if all three Agencies agree, may agree to different proportionate shares of the Annual Expense budget.

The TAC and LAC may provide recommendations for the annual budget and the Library Director and City Manager will prepare a preliminary annual budget. The City Manager shall provide a Library Budget Notice in writing to the School District and the College by May 1st preceding the next fiscal year. Such Library Budget Notice shall include the total proposed budget and each Agency's proportionate share of the proposed budget, as defined in Section 20.4.2 or as amended by amendment to this Agreement. By June 1 preceding the fiscal year, the City, the School District and the College shall each respond in writing to the City and the other remaining Agencies whether it concurs with the annual budget and will provide funding for its proportionate share of the proposed budget. Failure of the School District or the College to notify the City or the other remaining Agency by June 1st preceding the fiscal year shall constitute acceptance of the proposed annual budget and the proportionate Agency shares of the annual budget expenses.

In the event that any one of the Agencies, including the City, notifies the other Agencies that the proposed annual budget or the proportionate shares should be amended, the representatives of the Agencies shall meet and confer on the proposed budget and the proposed proportionate shares and attempt to reach agreement. If agreement cannot be reached, each Agency shall be required to pay its proportionate share of the annual budget (as and when adopted by the Lincoln City Council) provided that share is no greater than that Agency's proportionate share for the then current fiscal year, and each Agency may consider withdrawing from the Agreement pursuant to Article 28 of this Agreement.

7.2.21

The Lincoln City Council shall adopt an annual budget each year, beginning in the first partial or full year of operation starting on Opening Day, and concluding on June 30 of that fiscal year.

Section 20.6.1 Future Capital Costs

Any future capital costs associated with expansion of the Library will require consent of all three Agencies.

ARTICLE 21
REVIEW AND MODIFICATION (Element #10)

The Library Director will prepare an Annual Report, specifying the Library services provided, the annual revenues and costs of providing Library services, and a review and recommendations for any changes to this Cooperative Agreement. In the event that the Agencies wish to amend this Cooperative Agreement, such proposed amendments will be referred to the LAC prior to a final recommendation to the Agencies.

This Agreement may not be amended, changed, or modified except by the written agreement of all of the Agencies.

ARTICLE 22
INDEMNIFICATION

Section 22.1 Indemnification/Hold Harmless/Defend

Each Agency hereto shall indemnify and hold harmless and defend the other agencies, their trustees, officers, agents or employees, from any and all liability, damages, costs, or expense which any indemnified Agency shall become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is caused in part or in whole by the act or omission of any duty of that Agency or that Agency's trustees, officers, agents or employees under this Agreement.

Section 22.2 Survival of Term

The clauses of this Article 22 shall survive the expiration or earlier termination of this Agreement until all claims against the Agencies involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

ARTICLE 23
INSURANCE

7.2.22

Section 23.1 General Liability Insurance

Each Agency will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of $1,000,000 arising from any one occurrence and a $2,000,000 general aggregate limit. Such insurance shall name the other Agencies, their trustees, officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

Section 23.2.1 Fire and Extended Coverage Insurance

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

Section 23.2.2 Insurance Proceeds

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

Section 23.2.3 Additional Replacement Costs

In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Library, each Agency agrees to meet and confer with representatives of the other Agencies to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Library.

Section 23.3 Insurance Coverage Review Process

7.2.23

Not more frequently than each three years, if in the opinion of any of the Agencies, the amount of insurance coverage for each Agency required by this Article 23 is at that time not adequate, each Agency will consider increasing its insurance coverage as reasonably requested by the other Agencies.

Section 23.4 Self-Insurance and Pooled Risk

Any insurance required to be maintained pursuant to this Article 23 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Library.

Section 23.5 Insurance Premiums

Pursuant to Section 20.4.1 of this Agreement, any premiums and costs incurred by the City in procuring said insurance for the Library will be included as part of the Annual Expense Budget and shared by the Agencies in the proportions provided in Section 20.4.2.

Section 23.6 Certificates of Insurance

Upon request, each Agency shall provide the other Agencies with written evidence of the insurance required in this Article 23 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Agencies as additional insureds by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the City, the School District and the College, and each of them, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

Section 23.7 Waiver of Subrogation

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

1.2.24

ARTICLE 24
FIELD ACT (Element #11)

The Library building will provide space for required educational purposes for more than twenty-four (24) pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time. Accordingly, and in compliance with Education Code sections 17365, *et seq.* and 81130, *et seq.*, the Agencies agree that the Library will be subject to the Field Act.

ARTICLE 25
EMINENT DOMAIN

If all or any part of the Library shall be taken by eminent domain proceedings, the proceeds of any eminent domain action shall be divided equally among the Agencies.

ARTICLE 26
COMMITMENT TO PROVIDE LIBRARY SERVICES (Element #12)

The Agencies agree to a minimum fifty-five (55) year commitment, beginning on Opening Day, to provide joint use library services consistent with the intent of this Cooperative Agreement.

ARTICLE 27
EDUCATION CODE SECTIONS (Element #13)

The Agencies agree, acknowledge and incorporate Education Code section 19999 and section 20440(e)(3)(G) of the Act's regulations, which requires the provision of public library direct services for 40 years.

ARTICLE 28
WITHDRAWAL

The Agencies recognize that this Agreement requires cooperation among the Agencies and a long term financial commitment by each Agency. The Act in Education Code section 19999 imposes significant financial consequences upon the grant recipient (i.e., the City) in the event the Library ceases to be used as a public library. Accordingly, the withdrawal from this Agreement by any of the Agencies is discouraged. In order to withdraw from this Agreement, an Agency must give at least 365 days' prior written notice to the other Agencies. The withdrawing Agency shall not be entitled to any reimbursement for any and all payments and/or contributions it has made for the Library.

1.2.25

If the California Public Library Construction and Renovation Board recovers any amount under Education Code section 19999(c) from the City because the Library ceases to be used for a public library due to the withdrawal of one or more of the Agencies from this Agreement prior to the end of the first 40 years of the initial term, the withdrawing Agency or Agencies or an Agency or the Agencies that has/have withdrawn shall each be required to pay the City, as the grant recipient under the Act, an amount equal to one-third of the amount that the City is obligated to pay the Board pursuant to Education Code section 19999(c). Such amount shall be reduced by one-third of any proceeds that the City may receive from any disposition or sale of the Library.

ARTICLE 29
SUCCESSORS; ASSIGNMENT

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

ARTICLE 30
INTEGRATION

This Agreement, including five (5) exhibits, sets forth the entire agreement between the Agencies to this Agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements, covenants, arrangements, communications, representations or understandings by any Agency that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Agency to be charged, or by its agent, duly authorized in writing, or as otherwise expressly permitted in this Agreement. The exhibits are as follows:

Exhibit A: Library Site
Exhibit B: Library Minimum Service Standards
Exhibit C: Library Project Budget
Exhibit D: Initial Start-Up Expense Budget
Exhibit E: Projected Library Operating Budget

This is a fully integrated agreement.

ARTICLE 31
VOLUNTARY AGREEMENT

1.2.16

The Agencies hereto, and each of them, further represent and declare that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each and every Agency hereto signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms.

ARTICLE 32
PUBLIC AGENCY AUTHORITY

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

ARTICLE 33
NOTICE

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

City of Lincoln
City Manager
640 Fifth Street
Lincoln, CA 95648
Facsimile (916) 645-9502

Sierra Joint Community College District
Superintendent and President
5000 Rocklin Road
Rocklin, CA 95677
Facsimile (916) 781-0455

1.2.27

Western Placer Unified School District
School Superintendent
1400 First Street
Lincoln, CA 95648
Facsimile (916) 645-6356

ARTICLE 34
GOVERNING LAW

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

ARTICLE 35
COUNTERPARTS

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

ARTICLE 36
RESOLUTION OF DISPUTES

Except as otherwise provided in this Agreement, if any controversy or differences arise among the Agencies regarding the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the Agencies will first attempt to resolve such differences through non binding mediation, if they are unable to resolve such differences in good faith on their own. The cost of mediation shall be divided equally among the Agencies. If the Agencies are unable to resolve their differences through mediation, each Agency may then pursue its judicial remedies to the full extent of the law, each Agency to pay her/his own costs and attorney's fees.

ARTICLE 37
SEVERABILITY

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

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

1.2.24

ARTICLE 38
Binding Effect

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

CITY OF LINCOLN ("City")

By:_____
Gerald F. Johnson
City Manager

Dated:_____

ATTEST:

_____

SIERRA JOINT COMMUNITY
COLLEGE DISTRICT ("College")

By:_____
Kevin M. Ramirez, Ed.D.
Superintendent and President

Dated:_____

ATTEST:

_____

WESTERN PLACER UNIFIED SCHOOL
DISTRICT ("School District")

7.2.29

By:_____
Roger Yohe,
Superintendent

Dated:_____

ATTEST:

_____

7.2.30

EXHIBIT "A"
LIBRARY SITE DESCRIPTION

1.2.31

EXHIBIT "B"
LIBRARY MINIMUM SERVICE STANDARDS

Section 1 Reader Seats

The Library facility will provide sufficient space for a variety of user needs, applications as well as learning styles. A variety of seating will be available for the public, to include, but not be limited to seats at tables with power and data capabilities, seat at study carrels, lounge or soft seating, tables seating in group study rooms, and seating at computers and in media viewing areas. The amount of seating to be provided will be at least 219 open public seats in a variety of configurations and types. At least 44 open seats will be available in the Homework Center.

Section 2 Technology

The Library will have adequate technology resources to allow for expanded access to information, including adequate hardware, software, and Internet access.

Initial technology for the public and for projecting to the public, will include, but not be limited to:

At least 83 computers accessible to the general public; at least 30 will be reference computers, 30 will be in the Homework Center, and at least 6 in the Children's Area.

At least two self-checkout computers will allow users to check out their own books and other library materials without needing to go to the Circulation Desk.

Color printers and scanners will be available in the Homework Center and in the Reference Area.

Group Rooms and public seating have data and power available for personal laptop use.

At least one media room will have audio and visual equipment for viewing videos, listening to audiotapes and CDs, and for watching DVDs and other multimedia presentations.

The Library will have group rooms and a community room with access to distance learning over the Internet or satellite downlinks. The Community Room will be capable of Internet or satellite uplinks, to provide access to the surrounding community to meetings, events, lectures, and classroom instruction provided in the Community Room.

7.2.32

The Library will need to have or have access to an integrated library automation system to support efficient use of staff to include at least modules for:

Cataloging
Serials
Acquisitions
Circulation (including course reserves, circulation, self-checkout, and patron registration)
Inventory Control and Materials Handling, including security (for cost-effective collections and equipment control)
Public Catalog (OPAC)
Gateway to the Internet
Gateway to the Library's Customer Services and Electronic Collections Resources

Software applications accessible through the Library's computer interface, to use staff resources most efficiently and to make services most accessible to the public, will include at least:

Self-checkout software and equipment
Self-registration Software and equipment
Self-payment software and equipment, for users to do in the library or remotely, from home, for paying fines and other library-related charges
Library Room booking software

A library materials security system is recommended to use staff time most efficiently and provide adequate security for the collections. Security systems which support the RFID technology and interface with the automated integrated library system are recommended for protection and inventory control of all types and forms of library materials. The use of video or digital cameras at the entrance gates and elsewhere in the building for monitoring the collections and safety of users, which is compatible with the integrated automated library system is recommended.

Library staff will need computers to operate most efficiently. At least 23 computers in varying configurations will be needed by staff, including computers at the public service, circulation, reference, and children's assistance desks.

Section 3 Staff Work Areas

Staff space for workrooms, offices, equipment areas, etc. will be in compliance with state guidelines and will accommodate new technologies, equipment and necessary hardware for delivery of library service. A total of 2,780 square feet has been allocated to staff work areas within the Library.

Section 4 Meeting Room Space

7.2.33

Public areas including assembly, display and exhibit space will be available for public use and to support institutional curriculum. Interior meeting space to support quiet study, small group study and meeting rooms, as well as community assembly space comprise approximately 1,770 square feet within the facility.

Section 5 Programs

The library services offered at the Lincoln Public Library at Twelve Bridges campus shall be of sufficient scope to support the community as well as the educational goals of the students and faculty.

Reference is the core of every library. Basic reference service will provide individualized assistance at all hours the facility is open.

To integrate new information and expand access to materials, delivery systems such as cooperative borrowing (ILL) through regional library networks, resource sharing, and online information services will be utilized.

Library programs to motivate reading and library use for all levels of the community will be offered, (e.g. reading incentive programs, author visits, book discussions or clubs, etc.)

Information literacy program for the public and students will be provided through a variety of techniques.

Section 6 Equipment

Necessary equipment to access information and to assist instruction will be made available and efficiently managed.

Section 7 Library Minimum Service Standards

The collection development policy will support the California State Board of Education curriculum frameworks and content standards.

The minimum hours the Library will be open are described in Article 16 of this Agreement.

The Library will employ a librarian holding a valid credential authorizing service as a school librarian issued by the State Board of Education or Commission for Teacher Preparation and Licensing.

Collection Development assistance will be provided to teachers and administrators concerning availability of instructional materials that will aid in the development of school curriculum. Library staff will team with classroom teachers to develop units of instruction and activities using library resources in the instructional programs.

1.2.34

EXHIBIT "C"

LIBRARY PROJECT BUDGET (Section 20.2.1)

Cost components:	Eligible	Ineligible	Total
New construction	$8,407,584	$346,764	$8,754,348
Contingency	840,758	34,677	875,435
Appraised value of land	1,350,000		1,350,000
Site development	1,253,900		1,253,900
Site permits and fees	597,000		597,000
Furnishings and equipment costs	1,757,149		1,757,149
Signage	38,000		38,000
Architectural & engineering costs	812,205		812,205
Construction cost estimator fees	42,500		42,500
Interior designer fees	175,000		175,000
Geotechnical/geohazard reports	12,500		12,500
Library consultant fees	71,725		71,725
Construction project management	536,000		536,000
Other professional fees:	140,045		140,045
Total costs	$16,034,366	$381,441	$16,415,807
Funding components:			
State match (65%)	10,422,338	0	10,422,338
Local & supplemental match (35% of eligible & 100% of ineligible)	5,612,028	381,441	5,993,469
Total funding	$16,034,366	$381,441	$16,415,807
Local & Supplemental Match:			
Sierra College land value credit	1,250,000	-	1,250,000
Sierra College cash	620,676	127,147	747,823
WPUSD cash	1,870,676	127,147	1,997,823
City of Lincoln cash	1,870,676	127,147	1,997,823
Total local & supplemental match	$5,612,028	$381,441	$5,993,469

7.2.35

EXHIBIT "D"

INITIAL START UP EXPENSE BUDGET (Section 20.2.1)

Lincoln Public Library at Twelve Bridges

Expenditures (2002-03 dollars):

Facilities Costs (Insurance, maintenance, security, utilities, etc)	$	20,000
Equipment and Supplies Costs		6,000
Materials (Collections) (Books, AV, magazines, newspapers, electronic services, subscriptions, and other formats)		1,020,900
Other Allocations (Administrative, circulation, coordination, technical services, program planning, etc)		10,000
Miscellaneous		21,000
Total Initial Start-up Expenditures	$	1,080,090

1.2.36

EXHIBIT "E'

PROJECTED LIBRARY OPERATING BUDGET (Section 20.4.1)

Lincoln Public Library at Twelve Bridges

Expenditures (2002-03 dollars):

Salaries/Benefits	$	382,591
Facilities Costs (Insurance, maintenance, security, utilities, etc)		87,500
Equipment and Supplies Costs		46,500
Materials (Collections) (1) (Books, AV, magazines, newspapers, electronic services, subscriptions, and other formats)		90,000
Other Allocations (Administrative, circulation, coordination, technical services, program planning, etc)		45,000
Miscellaneous		32,580
Total Annual Expenditures	$	684,171

(1) These amounts are in addition to the Collections amounts contained in Section 20.3.1.

7.2.37

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP)___
2. Fosters a safe, caring environment where individual differencesare valued and respected.	Complies with Governance & Management Document ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Complies with Mission Statement ___ 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:
Review of Areas of Internal Review for H.I.S. by Western Placer and the Placer County Office of Education

AGENDA ITEM AREA:
DISCUSSION/INFORMATION

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:
List of areas

MEETING DATE:
January 21, 2003

BACKGROUND:

The Board of Governance of the Horizon Instructional Systems has developed a list of areas it feels need to have an internal review by the District and the Placer County Office of Education.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees review and discuss this item, if necessary.

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

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

Superintendent

Roger R. Yohe

Board of Trustees

Marcia Harris
Paul Long
Earl Mentze
Karen Roberts
Nels Tahti

Asst. Superintendent, Business Services

Jay M. Stewart

Asst. Superintendent, Educational Services

Scott Leaman

Director, Human Services

Robert Noyes

INTERNAL MANAGEMENT REVIEW

Horizon Instructional Systems/Western Placer Unified School District/Placer County Office of Education

January 2003

TO: **LUANN BOONE,**
DIRECTOR/SUPERINTENDENT-EDUCATIONAL
HORIZONS INSTRUCTIONAL SYSTEMS

FROM: **ROGER R. YOHE, SUPERINTENDENT**
WESTERN PLACER UNIFIED SCHOOL DISTRICT

Western Placer Unified School District and the Placer County Office of Education have discussed the areas for review submitted by the Horizon Instructional Systems' (H.I.S.) Governance and H.I.S. Administration. We feel that all of the items listed under the two major Headings:

Budget/Fiscal Processes and Procedures
Multi-Year Budget Projections
Attendance Accounting Procedures
Instructional Funds
Budget Development (added)

and

Staffing Personnel
Position Control
Teaching Credentials
How Educational Specialists are paid
Staffing Ratios

Could be realistically analyzed in the 100-hours approved by the H.I.S. Board of Governance. A more accurate estimate of the time required to do this review is being finalized and will be presented to you at the January 22nd meeting.

We appreciate the professional concern and cooperation expressed by H.I.S. in reference to this matter.

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"PURSUIT OF EXCELLENCE"

7.3.1

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 differencesare 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, localgovernment, 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:
Approval of Joint Use and Cooperative Agreement for the Use of OLE Property Between the Western Placer Education Foundation And the District

AGENDA ITEM AREA:
DISCUSSION/ACTION

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:
Agreement

MEETING DATE:
January 21, 2003

BACKGROUND:

This is a mutual agreement to develop the OLE acreage, with Foundation granting the right to the District to use the Outdoor Learning Environment for educational purposes in perpetuity; and will be given priority status.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve this joint use and cooperative agreement for the use of OLE.

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9.4

JOINT USE AND COOPERATIVE AGREEMENT FOR THE USE OF THE OUTDOOR LEARNING ENVIRONMENT (OLE) PROPERTY BETWEEN THE WESTERN PLACER EDUCATION FOUNDATION AND WESTERN PLACER UNIFIED SCHOOL DISTRICT

This cooperative agreement made and entered into, effective this _____ day of _____, 2003, by and between the Western Placer Unified School District (School District), and the Western Placer Education Foundation (Foundation).

RECITALS

WHEREAS, the Foundation and the School District both have the same desire to develop the acreage known as the Outdoor Learning Environment (OLE), located in the City of Lincoln, California, in the Twelve Bridges development; and

WHEREAS, both entities wish to enhance the acreage with the construction of appropriate multi-use facilities including restroom facilities; and

WHEREAS, it is advantageous for both entities to cooperate toward this mutual goal; therefore

The Foundation grants the right to the District to use the Outdoor Learning Environment for educational purposes in perpetuity.

Henceforth, school activities will be given priority status in reference to outside agencies wishing to use the facility. All reasonable efforts will be made to avoid conflict of use situations, however, district preference will prevail.

Furthermore, the District in cooperation with the Foundation will be given authorization to locate facilities and equipment on the OLE property as mutually agreed upon by both parties. However, maximum square footage permitted may be mandated by city zoning requirements and restrictions placed on the property.

7.4.1

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

Western Placer Education Foundation:

By: Stacy Wurosten Title: President

Date: 1/10/03

Western Placer Unified School District Representative:

By: Ed Mart Title: Trustee

Date: 1-14-03

Board of Trustee Ratification:

_____

Board of Trustee President Signature

Date: _____

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1.4.3

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 differencesare 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, localgovernment, 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:
Ratification of EFFORT Grants through the Education Foundation

AGENDA ITEM AREA:
DISCUSSION/ACTION

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:
Application/letters of Award

MEETING DATE:
January 21, 2003

BACKGROUND:

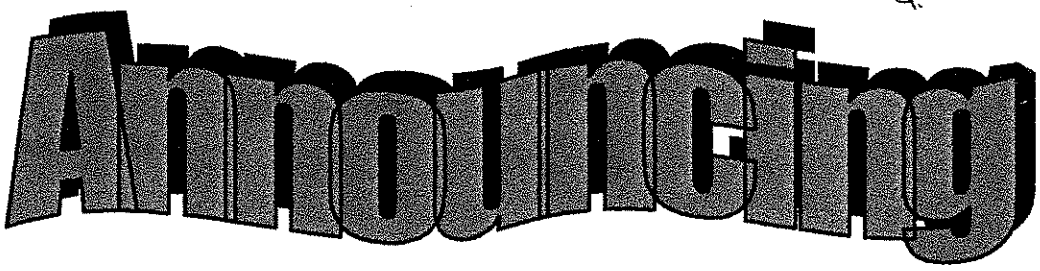
The Education Foundation has made available to teachers grant monies for improving student learning, etc. $7300 will be awarded to the following teachers:

- JASON Project, $1000, Chandler/Lactis
- Cross Country Modification, $4000, Stocks
- Hewlett Packard Laser Jet Printer, $800, Singleton
- Panther Mural, $1500, Gonzales

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the above applications for EFFORT grant monies.

Eva\h:\wpfiles\Board\format8



Educational Foundation For Teachers

EFFORT Grants

Provided by the Western Placer Education Foundation

RATIONALE: The Western Placer Education Foundation recognizes the need to support innovative efforts. These efforts can enhance and accelerate the implementation of programs to serve students. There is a need for thoughtful goal setting, for planned changes, and for detailed assessment and reflection. These funds are intended to support innovative efforts to support students in our district.

PURPOSE OF REQUEST FOR PROPOSALS: To effect substantive and systemic change at the service delivery level. In order to improve student learning, the interactions between student and teacher must be identified, fostered, and assessed on a continual basis.

PROCEDURE:

1.	Grant Applications Available at the District Office	November 20, 2002
2.	Reviewed by Board of Directors of the Foundation	January 8, 2003
3.	Recommendations made to the Superintendent	January 15, 2003
4.	Superintendent recommends to Board of Trustees	January 21, 2003

GRANT POOL: $7,000 district-wide

DEADLINE: ~~December 19~~, 2002 at ~~4:00~~ p.m. to the e-mail address (wurstens@hiscs.org). No late applications will be read. ELECTRONIC APPLICATIONS ONLY!

LENGTH: MAXIMUM: 5 pages (including budget page), 12-point font, double-spaced. Grants exceeding this length will not be read.

SCORING RUBRIC:

Title and Introduction	5 points
Rationale	15 points
Project Description	15 points
Supports District & Site Goals	20 points
Target Population	15 points
Project Evaluation	15 points
Coordination	10 points
Budget	5 points

7.5.1

WESTERN PLACER EDUCATION FOUNDATION

EDUCATION FOUNDATION FUNDING FOR TEACHER GRANTS

2002 - 2003

Request for Proposals

Rationale: The Board of Directors recognizes the need to support innovative efforts. These efforts will enhance and accelerate the implementation of programs to serve students. There is a need for thoughtful goal-setting, for planned changes, and for detailed assessment and reflection. These funds are intended to support innovative efforts to support students in our district.

Purpose of this proposal is: To effect substantive and systemic change at the service delivery level. In order to improve student learning, the interactions between student and teacher must be identified, fostered, and assessed on a continual basis.

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Scoring Rubric:

Title and Introduction	5 points
Rationale	15 points
Project Description	15 points
Supports District & Site Goals	20 points
Target Population	15 points
Project Evaluation	15 points
Coordination	10 points
Budget	5 points
	100 points

Successful grant applicants will report to the Board of Directors at the conclusion of the grant-funding period.

Submit to: **wurstens@hiscs.org**

7.5.2

Educational Foundation For Teachers

EFFORT Grant Application

1. Title of Grant Proposal: (5 points) _____

   School _____ Written by _____

   Amount desired _____

2. Rationale –why you need the grant (15 points)

3. Project Description – how the needs will be addressed and use of funds (15 points)

4. Supports District and Site Goals – how will this grant support the implementation of district and/or site goals? (20 points)

5. Target Population – who will be served by this grant and how? (Be specific) (15 points)

6. Project Evaluation – how will progress be measured, e.g., portfolios, demonstration lessons, performances/exhibitions, etc? (15 points)

7. Coordination – who is responsible for implementing and monitoring the grant and how? (10 points)

8. Budget Narrative (detailed) (5 points)
   1000 Certificated Personnel
   2000 Classified Personnel
   3000 Benefits
   4000 Instructional Supplies
   5000 Services and Operating Expenditures
   6000 Capital Outlay

7.5.5

BUDGET NARRATIVE

Title of Grant:	Total Amount:
Name:	Site:

Budget Object Code	Description/Justification	Amount
a. Certificated Personnel Salaries (instruction beyond regular teaching assignment, substitute teacher release pay, stipends for non-work hours)		
1000		
b. Classified Personnel Salaries (classified salaries in support of the grant)		
2000		
c. Employee Benefits		
3000		
d. Instructional Materials and Supplies (i.e. books, materials, software)		
4000		
e. Operating Expenses (travel, meals, registration fees, workshop fees, speakers for training, subcontractors, professional development providers.		
5000		
f. Capital Outlay (video camera, computer hardware)		
6000		
g. Other (provide details)		
	TOTAL BUDGET:	

A:foundationteachergrants

1.5.4

January 13, 2003

Jennifer Chandler
Joan Lacktis
C/O Glen Edwards Middle School
204 "L" Street
Lincoln, CA 95648

Re: The Jason Project Local Field Study

Dear Jennifer and Joan,

It is with great pleasure that I am able to tell you that we approved your application for a $1,000 grant through the Western Placer Education Foundation. One of our Board members brought information off the web and we discussed some of the components of the Jason Project. We were all unanimous in thinking that what you are proposing will benefit the students of Glen Edwards Middle School, and we are glad to be able to promote that.

The WPEF Board would like to hear a report of what you accomplished through this grant at our Board meeting on May 14 or June11, 2003. Please contact us and let us know which date you prefer.

We would also like the opportunity to do a press release featuring those who were awarded grants. Please contact Harvi Callaham at 645-2035 to coordinate the time and place.

We appreciate your dedication to the students at GEMS and wish you luck in your endeavor.

Sincerely,

Stacy Wursten
Western Placer Education Foundation, President

9.5.5

Title of Grant Proposal: Jason Project Local Field Study

School Glen Edwards Middle School **Written by** Joan Lacktis & Jennifer Chandler

Amount desired $1000

Rationale:

We need the grant to transport students to local waterways to learn field study techniques and to provide substitutes on days when we are in the field.

Project Description:

The grant will fund transportation of students to local waterways where they will conduct field studies on water quality. This is part of the Jason Project, and internet-based project in which students all over the country collect data locally. The data is pooled after students enter it into the Jason Project database, and students can compare data from many sources. Students will also be doing a variety of classroom activities where they will be studying data from the Channel Islands. Students will learn how the geology of the Channel Islands has shaped the biological communities. They will also study the human populations that have inhabited the Islands. The students will acquire skills used in environmental studies, will communicate with scientists in the field and will conduct their own local field research. They will come away with a deeper understanding of how human populations effect water quality as well as the plants and animals that depend on it.

9.5.6

Supports District and Site Goals:

Local Improvement Plan

Standards and Assessment:

- Student performance standard/expectations are developed for every grade level and every content area based upon the California frameworks, the National Council of Teachers of Mathematics, Social Science, The Challenge Standards and the New Standards Project.

Teaching and Learning:

- The district's standards, curriculum, and instructional strategies are based upon the State Frameworks, the NCTM, the Task Force Reports, *It's Elementary, Caught in the Middle, Second to None...*
- Lesson development is based upon sound educational practices and implementation standards.
- Teachers develop lessons, which address multiple intelligences, Blooms Taxonomy, and learning styles.
- The classroom is not viewed as the only learning environment.

These desired outcomes support both district and site goals listed above.

1) Students will engage in "hands on" learning experiences, which will enable them to make more meaningful connections to the curriculum.
2) Students will better understand and value their education and will make a connection between an education and different career options.

1.5.1

Target Population:

8th grade students, including those in the Opportunity Program, will be involved in this project. Students will work in teams. Each team will learn how to measure one of the 8 parameters to be studied. They will build their own testing equipment and learn how to use it.

Project Evaluation:

Students will keep a notebook throughout the project. They will do a variety of projects using data from the Channel Islands. They will be learning a variety of techniques used in environmental studies. Students will be assessed in several ways. The students will do a variety of activities related to understanding ecological research methodology. They will keep their results in a binder. They will also learn a variety of techniques used to study water quality. They will construct testing equipment and work in teams to test local waterways. They will also keep this data in their binder. The data will be entered into the Jason Project database and pooled with data from other schools. Students will understand how to enter their data into the database. At the end of the project, each team will choose some set of data that they have collected and make a display demonstrating their mastery of their chosen subject matter. The Jason Project provides a variety of on-line assessment tools.

7.5.8

Coordination:

Joan Lacktis and Jennifer Chandler will monitor the grant. We will plan for transportation to and from field study sites and substitutes for us when we accompany students to the field. We will oversee all paperwork related to obtaining parent permission, arranging for school busses and substitutes.

Budget Narrative

Title of Grant: Jason Project Local Field Study **Total Amount:** $1000

Name: Joan Lacktis & Jennifer Chandler **Site:** GEMS

Code	Description	Amount
1000	Release days for Lacktis & Chandler	$500
5000	Transportation to field study sites	$500

1.5.9

January 13, 2003

Monica Stocks
C/O Lincoln High School
790 J Street
Lincoln, CA 95648

Re: Cross Country Modification Project

Dear Monica,

It is with great pleasure that I am able to tell you that we have approved your application for up to $4,000 through the Western Placer Education Foundation with a few stipulations. We were all unanimous in thinking that what you are proposing will benefit the students of Lincoln High School, and we are glad to be able to promote that. As a Board, we would have some concerns and requests.

- Due to the fact that whatever is done on the property could have long range effects for us, we would like to work with you to help develop the most appropriate place to situate the landing area.
- We would like to see portable equipment that would be compatible with the long-range goals.
- We would like to discuss with you the use of benches vs. tables.
- We would like to have an outline of your timeframe for completion of your project.

We invite you to attend our next meeting, which is February 12, 2003 at the District Office, to discuss the above mentioned items.

The WPEF Board would like to hear a report of what you accomplished through this grant at our Board meeting on May 14 or June11, 2003. Please contact us and let us know which date you prefer.

We would also like the opportunity to do a press release featuring those who were awarded grants. Please contact Harvi Callaham at 645-2035 to coordinate the time and place.

We appreciate your dedication to the students at Lincoln High School and wish you luck in your endeavor.

Sincerely,

Stacy Worsen
Western Placer Education Foundation, President

1.5.10

Educational Foundation For Teachers

EFFORT GRANT APPLICATION

1. Title of Grant Proposal: *"Cross Country Modification Project"*

   School: Lincoln High School Written by: Monica Stocks

   Amount Desired: $4000

2. **Rationale: (Why we need the grant?)**

   The goal for the *Cross Country Modification Project* is to prepare eight landing sites, build 4 to 5 picnic tables and storage facilities on the Outdoor Learning Environment owed by Western Placer Unified School District and the Educational Foundation.

3. **Project Description: (How the needs will be addressed and use of funds?)**

   Our primary objectives of the project include:

- To accommodate students, teachers, spectators and athletes, and the Western Placer Educational Foundation, while visiting the Outdoor Learning Environment.
- When teachers take field trips to the premises the students can use the tables and landing sites. This will enable a vast amount of room for the students, and teachers to work on project based experiments while on the premises.
- The landing sites and tables will improving the cross country facilities so the athletes and spectators can enjoy league meets that are sponsored by Lincoln High School and provide a place for athletes to warm up properly.
- The storage facilities will be used for storing the landing sites, tables and necessary supplies needed to maintain the land and Cross Country Course.

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4. Supports District and Site Goals: (How will this grant support the implementations of district and or site goals?)

Our district goals of our school districts are to demonstrates that we are giving unique abilities to enable strong community ties and spirit, by giving every opportunity to study the local environment, archeology, and technology aspects. The students, parents, will notice the progress of a growing community and notice that are schools are looking out for the best interest of the students with provide a ray of avenues for educational projects.

This grant will give students a chance to study the environment while touring the property of the OLE and will discover the archeology finds of ancient tribal community that once grazed our lands. The technology-based aspect comes from future projects that will enable students to study the environmental areas through projects. I will encourage parents and students to work together and build stronger relationships among community members that help while working on this project.

5. Target Population- (Who will be served by this grant? (Be specific))

1. Lincoln Community Members.
2. Students and teachers of Western Placer Unified School Districts.
3. Spectators, officials and athletes for Cross Country meets and practices.
4. The Western Placer Educational Foundation for their annual picnics in the springtime.

7.5.12

6. **Project Evaluation – (How will progress be measured, e.g., portfolios, demonstrations lessons, performances/exhibitions, etc?)**

Completion of this project will occur by fall of 2003. Pictures and public usage will evaluate the progress. During the construction stage comments by community members, coaches, teachers, administrators will enable the project to meet the need of the students and athletes for project-based activities.

7. **Coordination – (Who is responsible for the implementing and monitoring the grant and how?)**

The individuals who will be involved in the project and their titles included:

- Project Coordinator: Miss. Monica Stocks (Lincoln High School Math teacher, Cross Country & Track Coach)
- Budget Coordinators: Mr. & Mrs. Douglas Croall (Parents of a Cross Country Member)
- Location Manager: Mr. Robert Wood (Lincoln High Physical Education Teacher and Track Coach)
- Co-Project Coordinator and Suggestions: Mr. Frank Nevarez (Lincoln High Wood Shop Teacher)
- Suggestions: Mr. Nick Vogt (former Cross Country Coach)
- Suggestions Mr. Cimorusti (Lincoln High Construction Teacher)
- Laborers: Any other members that live in the Lincoln community future Cross Country Team members that is willing to donate time in the project.

1.5.13

8. Budget Narrative

Title of Grant: *"Cross Country Modification Project"*	Total Amount: $ 3955	Site: Lincoln High School
Name: Monica Stocks		
Budget Codes	Description/Justifications	Amount $4000

	a. Certificated Personnel Salaries (Beyond regular Teaching assignments, substitutes teacher release pay, stipends for non-work hours	
1000	3 certificated personnel (stipends for non-work hours) Monica Stocks, Bob Wood, Frank Nevarez	1000
	b. Classified Personnel Salaries (classified salaries in support of the grant	
2000	N/A	0
	c. Employee Benefits	
3000	Workman's Comp	0
	d. Instructional Materials and Supplies (i.e. Books, material, software	
4000	Lumber for Picnic Tables Braces (specialized for landings) Storage Unit (Tuff Shed 10 x 10) Lumber for Landings	700 240 1635 200
	e. Operating expense (travel, meals, registration fees, workshop fees, speakers for training, subcontractors professional development providers.	
5000	Building Permits (unknown cost)	$100
	f. Capital Outlay (video Camera, computer hardware)	
6000	Camera and film of progress	$30
	g. Other (provide details)	
	Food/drinks	$50

1.5.14

January 13, 2003

Sharon Singleton
C/O Lincoln High School
790 J Street
Lincoln, CA 95648

Re: Virtual Enterprises, a Vital Business Experience

Dear Sharon,

It is with great pleasure that I am able to tell you that we approved your application for a $800 grant through the Western Placer Education Foundation. We were all unanimous in thinking that what you are proposing will benefit the students Lincoln High School, and we are glad to be able to promote that.

As a Board, we have one request. We would like you to work through the district office to purchase the HP LaserJet 2200 Printer, in hopes that you would be able to take advantage of possible discounts the district may receive.

The WPEF Board would like to hear a report of what you accomplished through this grant at our Board meeting on May 14 or June11, 2003. Please contact us and let us know which date you prefer.

We would also like the opportunity to do a press release featuring those who were awarded grants. Please contact Harvi Callaham at 645-2035 to coordinate the time and place.

We appreciate your dedication to the students at Lincoln High School and wish you luck in your endeavor.

Sincerely,

Stacy Wursten
Western Placer Education Foundation, President

7.5.15

Virtual Enterprises, a Vital Business Experience

School: Lincoln High School
Amount Desired: $800

Written by: Sharon Singleton

1.5.16

Educational Foundation for Teachers

EFFORT Grant Application

Title of Grant Proposal: **Virtual Enterprises, a Vital Business Experience**

School: Lincoln High School

Written by: Sharon Singleton

Amount Desired: $800

RATIONALE

The Virtual Enterprise Class at Lincoln High School was established in 2000. This class is a simulated business that is set up and run by students to prepare them for working in a real business environment. Our classroom has been modified to simulate a "real" business environment. Currently the Virtual Enterprise network is set up in California, New Jersey, New York, So. Carolina, Virginia, Hong Kong, Uganda and Other International.

The students determine the nature of their business, its products and services, its management and structure, and learn the daily operations of a business under the guidance of a consultant (teacher) with the support of a real business partner.

Emphasis is placed on using current business software packages and the Internet for business transactions. Enterprises are linked together in regional, national and global networks so that the firms have each other as trading/business partners. Such a network permits standardization and coordination of activities among all firms within a city, state, or country. Another important feature is that as the firms begin to interact with other virtual enterprises worldwide, the students/employees are getting first-hand knowledge of doing business in a global economy.

1.5.17

Annually, we compete in Trade Fairs in Bakersfield, San Diego and Chico, with our long-term goal to compete in the Trade Fair in New York. In 2001 our business placed second in Catalog Competition. Our most recent Trade Fair in Bakersfield was held on December 4 and 5, 2002 and in direct competition with 80+ schools, we placed second in Web Page Design.

PROJECT DESCRIPTION

With these grant funds, we would purchase a HP LaserJet 2200 Printer.

Under the Virtual Enterprise system, some of the requirements are:: (1) Complete a Catalog of our Products, (2) Design and second a flyer promoting a specific product monthly, (3) Prepare a monthly newsletter, (4) Prepare a Human Resource Manual, (5) Post coupons and checks for visitors to our classroom, (6) Prepare Financial Reports, (7) Prepare and issue payroll checks (8) Pay monthly business expenses and (9) Pay income taxes.

With the multitude of projects we complete and to compete effectively in the Trade Fair competitions, we are in need of a color printer that will allow us a better production rate and a higher quality end product.

SUPPORTS DISTRICT AND SITE GOALS

The stated goals in the *Western Placer Unified School District Technology Plan 2003-2006* are met in this classroom.

Students use technology-based resources by using Technology daily in our simulated business. They use the Microsoft Office Suite, which includes Word, PowerPoint, Publisher and Excel. Students also use the internet, have virtual enterprise e-mail accounts, fax other business and maintain computerized bank accounts (checking and savings). They make computerized payments monthly for their fixed and variable expenses. They learn to

15.18

collaborate as a group and come to a group/business decision, whether they are the head of a department/ project or whether they serve as an associate. The goal of this class is to learn how to run a business, what is expected of employees in the business community and for them to work as a TEAM to run our business successfully.

This class is also very involved in the community to raise funds to attend trade fairs and competitions. They have earned over $3,000 this year in their endeavors.

TARGET POPULATION

Students in grades 11 and 12 at Lincoln High School and all 11th and 12th graders in the Western Placer Unified School District have the opportunity to participate in this program.

Currently there are approximately 400 juniors and seniors at LHS. Students with special needs participate in the business program as well as the communities' ethnic populations. Students with high academic abilities will find additional outlets for their individual needs as our virtual enterprise business will have management level "employees", such as a C.E.O. and Vice Presidents of Human Resources, Sales, Marketing, Payroll and Investments/Banking.

This program allows students of all academic levels to achieve success.

PROJECT EVALUATION

With a Virtual enterprise program, Lincoln High School students have the opportunity to express their ideas in a global economy, participate and promote their products/services in career fairs held in Bakersfield, San Diego and Chico, develop leadership skills and learn how to be a "team" member in a working environment. All students will strive to: (1) Maintain employment standard attendance, (2) complete a career-Technical

7.5.19

Assessment Program portfolio, (3) master VE e-mail, banking, and internet navigation, (4) earn certification in a minimum of one software application, (5) develop competencies in communication skills.

This class is articulated with Sierra College for 3-9 college units.

COORDINATION

The money budgeted for this grant will be held in our account at LHS to allow purchase of this HP Color Printer. I will be responsible for the purchase and maintenance of equipment and materials needed.

BUDGET

6000 Capital Outlay

HP LaserJet 2200 Printer

1.5.20

January 13, 2003

Ray Gonzales
C/O Glen Edwards Middle School
204 "L" Street
Lincoln, CA 95648

Re: Glen Edwards Panther Pride Mural

Dear Ray,

It is with great pleasure that I am able to tell you that we approved your application for a $1,500 grant through the Western Placer Education Foundation. We were all unanimous in thinking that what you are proposing will benefit the students of Glen Edwards Middle School and our community, and we are glad to be able to promote that. As a Board, we have a few requests:

1. To see an artist rendering of what you plan to create by our next meeting on February 12, if possible.
2. List your timeframe for completing steps and give an approximate finish date.
3. Submit invoices for expenses as they accrue.
4. Submit an invoice for labor when the project is done.

The WPEF Board would like to hear a report of what you accomplished through this grant at our Board meeting on May 14 or June11, 2003. Please contact us and let us know which date you prefer.

We would also like the opportunity to do a press release featuring those who were awarded grants. Please contact Harvi Callaham at 645-2035 to coordinate the time and place.

We appreciate your dedication to the students at GEMS and wish you luck in your endeavor.

Sincerely,

Stacy Wursten
Western Placer Education Foundation, President

9.5.21

From: "Ray Gonzales" <R_Gonzales@wpusd.k12.ca.us>1Date: Thu, Dec 19, 2002, 3:45 PM1To: <wurstens@hiscs.org>1Subject: EFFORT Grant Application11 1)Title of Grant Proposal: Glen Edwards Panther Pride Mural1School: Glen Edwards Middle School1Written by: Ray Gonzales1Amount: $1500.11 2)Rationale: The rationale for this project has many facets. First, to1give advanced and promising Art students the opportunity and experience of1creating an Art-In-Public places mural as well as fostering and encouraging1pride in our school. Secondly, to eliminate an area of growing graffiti on1our campus- the location for this mural is the backside of the old marquee1located at the GEMS site at the corner of 3rd & L St. Several years ago when1our school purchased a new marquee and placed it at the entrance of our1school I wrote a grant and created and installed a ceramic tile mural1honoring our school's namesake- Captain Glen Edwards. This mural looks great1and hopefully is educational. It hasn't been damaged or had graffitied- the1back side of this mural however is cement cinder-block and has been a1convenient target for inappropriate comments and writings in marker. To1prevent this from happening to the newly proposed mural I will cover it in1secure, thick , plexiglass, (just as the existing mural is and it has been1effective in protecting it and discouraging graffiti).11 3) Project Description:
The concept for this proposal is simple- however1the final outcome will serve many purposes. I propose to assemble a group of1advanced and promising Art students and have them design, plan,and create1out of clay a ceramic tile mural with our schools mascot, (the panther), as1the imagery. I will then install this tile mural onto the back side of our1schools marquee at the corner of our site at 3rd & L Street.1 Because of the varying ages and schedules of the participating students I1will be meeting before and after school with them to implement this project.1 The budgeting of funds is as follows;1 $700. for materials and supplies,
-clay, glazes, ceramic tools for1building
the mural, mortar and grout for installing the work and1plexiglass1 for protecting this project.11
$700. for my salary for my time spent on this project for hours beyond my1 regular teaching hours. I anticipate it will take at least 40 hours1
to complete this project- including time spent meeting with students1 as well as time spent installing the work, ($700 divided by 40 =1
$17.50 an hour).11 $100. for refreshments, (soft-drinks,snacks) for my students willing to1work before and after school in order to bring this project to1fruition.11 4)Supports District and Site Goals:11 This project supports our districts and sites goals of promoting and1including the Arts as

1.5.22

a core subject in our schools. As one of the membersıof our dist ricts Arts committee that drafted our districts Master Plan forı the Arts for WPUSD I am confident it supports and incorporates ou r goals ofıfostering and encouraging the arts in our schools by g iving studentsıhands-on ex
periences with a permanent Arts-In-Public Places Artwork. Itıcarr ies our in class experiences several steps further in giving ourı students the opportunity to put their classroom skills to work in aıreal-world environment.ıı5)Target Population:ıı T he target population for this project will be advanced and promis ing Artıstudents. As our classes at Glen Edwards have become more impacted and fullıdue to our growing numbers the projects covere d have had to be adjusted toıinclude everyone. At the same time I have had a growing number of Artsıstudents that consistently wor k harder and excel in their skills. TheıAdvanced art classes have been eliminated due to burgeoning numbers. I willıassemble these 30 to 40 advanced students and meet with them outside ofıregular class time to complete this project. This group includes 6th, 7t hıand 8th grade students as well as several at-risk students that are havingısome difficulty in academic classes but excel in the visual arts.ıı6)Project Evaluation:ıı The project evaluation will be easy. It will be measure by studentıparticipation, design and creation. The finished product will be the finalıand perpetu al exhibition of our efforts.ıı7) Coordination:ıı I will be responsible for implementing and monitoring this grant. I haveıa lready identified over half of the participating students and wil lıdetermine the rest after meeting with our site staff. I will cr eate aıschedule to work with the students. I am a working mural a rtist and haveıdeveloped many networks of available and affordabl e materials suppliers andıhave installed many murals myself as I will do in this case. I have beenıawarded several grants and have experience budgeting time, money, andımaterials.ıı8)Budget Narra tive:ıı a.Certificated Pay/Budget Code 1000 Hours bey ond regular teachingı$700.ıı b.Classified Pay/Budget Code 2000 0
ıı c.Employee Benefits/Budget Code 3000 0ıı d.Instuctional Materials/Budget C ode 4000 Materials and supplies $700.ıı e .Operating Expenses/Budget Code 5000 Student Refreshment s $100.ıı f.Capital Outlay/Budget Code 6000 0
ıı Total Bud get----------$1500.ıı

1.5.23

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Review of the Proposed Foskett Ranch Elementary School Site Land Purchase and Sale Agreement

SUBJECT AREA:

Information/ Discussion

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

January 21, 2003

BACKGROUND:

Attached for the Board of Trustees review and discussion is the draft of Land Purchase and Sale Agreement for the Foskett Ranch Elementary School Site. There are still points that are under review, but the sale agreement is nearly completed. The District is anticipating to close escrow by March 1, 2003 so access can be gained to the site for construction purposes.

SUPERINTENDENT'S RECOMMENDATION:

LAND PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated for reference purposes as of January ___, 2003 (the "Effective Date"), constitutes an agreement of purchase and sale (hereinafter "Agreement"), by and between LINCOLN RANCH, LLC, a California limited liability company (hereinafter "SELLER"), and the WESTERN PLACER UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT") for SELLER's real property described in Section III below (hereinafter "PROPERTY"), for which the parties hereby agree as follows:

I. AGREEMENT TO PURCHASE

The parties acknowledge and agree that by this Agreement the DISTRICT, upon the satisfaction of certain conditions, shall purchase PROPERTY from SELLER, and SELLER shall sell the PROPERTY to the DISTRICT, on such terms and conditions as are specified in the Agreement. The parties also acknowledge that the DISTRICT is negotiating with the City of Lincoln (hereinafter "CITY") the exchange of the PROPERTY with the adjoining property to be owned by the CITY. Any references herein relating to the regulatory approval process for the school site contemplated herein are applicable to the adjoining property to be obtained by the DISTRICT in its exchange with the CITY.

II. PURCHASE PRICE AND PAYMENT TERMS

A. PURCHASE PRICE

The purchase price for the subject PROPERTY is the sum of Three Million Three Hundred and Three Thousand Six Hundred Dollars ($3,303,600.00) payable as specified herein. This purchase price includes the cost of the Property described in Section III below and the following infrastructure improvements relating to the Property ("Seller's Work."): streets, curbs, and gutters along Joiner Parkway Extension, storm drainage and sanitary sewer lines within Joiner Parkway Extension, and water, gas, cable and electricity lines to serve the Property, stubbed to the Property at a location within Joiner Parkway Extension to be reasonably agreed upon, all in accordance with approvals granted by the City, and with the provisions of Section XIII below.

B. TERMS OF PAYMENT

An initial payment of Three Hundred and Thirty Thousand ——————————Dollars (~~$~~——————($330,000.00) (the "Deposit"), which is refundable per the terms specified below, shall be deposited in escrow by the DISTRICT within five (5) business days following execution of this Agreement by both parties. The Deposit and the interest earned thereon shall be credited against the purchase price for the Property at the Close of Escrow. The outstanding balance of the total purchase price shall be paid in cash at Closing, provided all contingencies have been met as included in this Agreement.

III. SUBJECT PROPERTY

The PROPERTY is described in Exhibit A attached.

1.6.1

IV. (INTENTIONALLY OMITTED)

V. ENVIRONMENTAL AND HAZARDOUS MATERIAL REVIEWS

The parties acknowledge that under the California Environmental Quality Act ("CEQA"), the DISTRICT must approve and consider any environmental documentation and make certain findings pertaining thereto, before taking action to approve the site purchase. The parties further acknowledge that the mandatory, regulatory processes involving the investigation, analysis, and remediation of hazardous materials located on or underneath the school site , will be managed by the DISTRICT in compliance with Education Code sections 17210 et seq., and, that such management will be reviewed to be in compliance therewith by the Department of Toxic Substances Control ("DTSC"), by the California Department of Education ("CDE"), and, when applicable, by other regulatory agencies. The parties hereby agree that the DISTRICT will pay for studies and assessments required by CEQA and DTSC and any other governmental agencies with jurisdiction. The DISTRICT's compliance with the regulations involving the potential for hazardous materials as described herein are subject to the approval processes maintained by DTSC and CDE.

VI. DUE DILIGENCE MATERIALS

In the event this Agreement is terminated for any reason other than SELLER's default, DISTRICT shall immediately deliver to SELLER, at no cost to SELLER, the originals (or copies if the originals are not available) of all studies, tests, surveys, applications, maps, agreements, plans and other documents prepared or obtained by DISTRICT in connection with its investigation and analysis of the Property

VII. CONTINGENCIES

The parties acknowledge and agree that this Agreement is contingent upon the completion of environmental review per CEQA and the completion of hazardous materials review per the Education Code, and the decision by the DISTRICT to perform, if applicable, any conditions necessary to mitigate any environmental impact(s) or hazardous materials remediation. In the event the District decides not to complete any mitigation measures required to comply with CEQA or with the DTSC/CDE site approval process (which the DISTRICT shall have no obligation to do), this Agreement shall terminate. The DISTRICT's obligation to acquire the PROPERTY is contingent upon the following conditions precedent, as to which the DISTRICT agrees it shall use diligent and commercially reasonable efforts to cause to be satisfied, at its sole cost and expense.

A. CEQA

Completion and approval by the DISTRICT, acting through its Board of Trustees (the "Board") of any environmental review documentation, the adoption of written findings by the DISTRICT as required by CEQA, the filing and posting of the Notice of Determination, and the expiration of the thirty-five (35) day CEQA appeal period.

B. ~~EDUCATION CODE SCHOOL SITE ASSESSMENT STUDIES AND APPROVAL PROCESS~~

~~Approval of the adjacent property for school use by the CDE pursuant to Education Code § 17251 and the completion of the studies including geological and soil studies, and Phase I and/or Phase II hazardous materials assessments required by Education Code §§ 17210 et seq. and by Public Resources Code § 21151.8. Prior to the Close of Escrow, the DISTRICT must first obtain necessary approvals for the school site from CDE and DTSC. The parties recognize that the gas pipeline located on/or about the PROPERTY may be subject to extensive regulatory review.~~

~~C.~~ PRELIMINARY TITLE REPORT

Approval by the DISTRICT, within fifteen (15) days after the Effective Date, of any exceptions recorded on the title to the PROPERTY as included in the Preliminary Title Report which previously have been provided to DISTRICT by SELLER.

If any of the conditions set forth in this Section VII have not been satisfied or waived on or before March 3, 2003, ~~within four (4) months after the Effective Date,~~ either party shall have the right to terminate this Agreement, and in such event the Deposit shall be returned to DISTRICT; provided, however, that: (a) a party may not terminate the Agreement if the failure of a condition to be satisfied is due to the negligent acts or omissions of that party; and (b) in the event a condition is not satisfied due to DISTRICT's negligent acts or omissions, the Deposit and the interest earned thereon shall be paid to Seller and not returned to DISTRICT.

VIII. ESCROW AND CLOSING

Escrow for this transaction shall be with First American Title Guaranty Company, 2200 A Douglas Blvd., Suite 250, Roseville, California, and assigned Order No. 5130488GH. All escrow fees and closing costs, including Title Insurance, are to be divided equally between SELLER and DISTRICT. Upon execution of this Agreement, a copy shall be deposited in escrow to operate as escrow instructions. Within seven (7) days following any request for further escrow instructions, the parties agree to deliver jointly agreed upon escrow instructions. The Closing Date for the purchase and sale of the Property shall be March 3, 2003~~five (5) business days after the date the last of the conditions set forth in Section VII have been satisfied or waived; provided, however, that the Closing Date shall be no later than four (4) months after the Effective Date~~.

IX. TITLE

Title is to be free of all liens, encumbrances, easements, restrictions, rights, and conditions of record known to SELLER, other than the specific exceptions listed in the preliminary title report. DISTRICT shall rely solely on the title policy it receives at the Close of Escrow for any recourse concerning the condition of title, except to the extent SELLER had actual knowledge of a matter of record and failed to disclose it.

1.6.3

X. VESTING

Title to the PROPERTY shall be conveyed to DISTRICT upon close of escrow and shall vest in the Western Placer Unified School District.

XI. PRORATIONS

PROPERTY taxes and assessments shall be paid current and prorated as of the day of recordation of the deed. Bonds or assessments of record shall be paid current by SELLER. Payments not yet due shall be assumed by DISTRICT. The applicable documentary transfer tax, if any, shall be paid by DISTRICT. Any reassessment for the time prior to the close of escrow will be billed to and paid by SELLER.

XII. POSSESSION

Possession of the PROPERTY shall be delivered to DISTRICT on the close of escrow. All risk of loss shall remain with SELLER until DISTRICT takes possession of the subject PROPERTY.

XIII. INFRASTRUCTURE IMPROVEMENTS

As provided for in Section II(A) above, the purchase price of the PROPERTY under this Agreement includes certain infrastructure improvements referred to herein as "Seller's Work." DISTRICT acknowledges that SELLER intends to cause the developer of the single-family portion of the Project to perform all or most of Seller's Work. With respect to the Seller's Work:

(a) Unless the provisions of Section XIII(f) are satisfied before the Closing Date, DISTRICT shall pay Eight Hundred and Fifty Thousand Dollars ($850,000.00) out of the balance of the Purchase Price into an escrow as a holdback to secure Seller's performance. Any additional funds necessary to complete Seller's Work shall be the responsibility of SELLER unless SELLER provides a bond to the CITY, or causes a bond to be provided to the CITY, per the terms of Section XIII(f) below;

(b) (i) SELLER shall provide DISTRICT with an easement for recordation on the Closing Date granting to DISTRICT a right of way connecting the northwest corner of the adjoining property with Venture Drive, or SELLER shall have dedicated the Joiner Parkway Extension right of way to the CITY by the Closing Date pursuant to a recorded parcel or tract map (the "Permanent Joiner Parkway Extension Right of Way"), and (ii) if the City will not grant DISTRICT an easement or encroachment permit allowing DISTRICT to construct a temporary road and temporary utilities within the Permanent Joiner Parkway Extension Right of Way as shown on Exhibit B attached hereto (which easement or encroachment permit the parties shall use diligent efforts to procure before the Closing Date), SELLER shall provide DISTRICT with a temporary easement so that DISTRICT may construct a temporary road and temporary utilities for use until construction of the extension of Joiner Parkway to the school site is completed as provided for below;

(c) SELLER or its designee, as provided for below, shall be entitled to use the holdback funds on a pay-as-you-go basis if SELLER performs Seller's Work itself;

1.6.4

(d) SELLER shall be obligated to complete Seller's Work by the date specified below, and if SELLER fails to do so, then after notice and a reasonable opportunity to cure DISTRICT shall have the right to perform Seller's Work, and to use the holdback funds if DISTRICT performs Seller's Work; and

(e) so long as the Closing Date is no later than April 1, 2003, said extension of Joiner Parkway to the school site shall be completed by November 1, 2004. (But nothing in this paragraph is intended to affect the requirement that the Closing Date shall be March 3, 2003.) If the Closing Date occurs after April 1, 2003, then said extension of Joiner Parkway to the school site shall be completed by June 1, 2005. In event the extension of Joiner Parkway is not begun by May 1, 2004, following notice to SELLER, DISTRICT shall be able to use holdback monies to begin construction of the Joiner Parkway extension on May 15, 2004, unless SELLER or its designee begins construction by that date. Any construction performed by SELLER or its designee pursuant to this section shall be performed in a timely and workmanlike manner. Upon completion of the permanent Joiner Parkway extension as contemplated herein, any holdback monies remaining that are not the subject of a dispute between the parties shall be returned to SELLER; and

(f) if SELLER enters into an agreement with the developer of the single-family portion of the Project to perform Seller's Work and if such agreement includes the specific timelines set forth in subsection (e) above, and if said performance of Seller's Work and timelines are expressly made enforceable by the DISTRICT, then notwithstanding anything in this Agreement to the contrary, at such time as a bond is provided to the City pursuant to the conditions of approval for the Project assuring construction of the Joiner Parkway Extension, the holdback (and all interest accrued thereon) shall be released to SELLER (or, if the bond is provided before the Closing Date as SELLER intends, no holdback shall be withheld from SELLER at Closing), DISTRICT shall look solely to the developer of the single-family portion of the Project for the performance of Seller's Work, and SELLER shall have no further obligations or liabilities to the DISTRICT with respect to Seller'-s Work.

XIV. CONDITION OF PROPERTY

SELLER warrants, as of the Effective Date, that to its knowledge the PROPERTY is in good condition, reasonable wear and tear excepted, and that SELLER has no knowledge of any material defects therein. For purposes of this Agreement, SELLER's knowledge means the current actual knowledge of John Wyro and William E. Brown, without any duty of inquiry and without any personal liability.

XV. ACCESS TO PROPERTY

SELLER agrees that District, following reasonable notice to SELLER, shall have access to the PROPERTY, and to the adjoining property so long as SELLER is the owner thereof (once the CITY acquires title, access shall be as agreed between DISTRICT and the CITY), to perform assessments including, but not limited to, the testing of soil and ground water, for the purpose of assessing the PROPERTY and the adjoining property for hazardous materials. SELLER may accompany DISTRICT at all times while present at the Property and the adjoining property. DISTRICT shall indemnify and defend SELLER against and hold SELLER harmless from all

losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorneys' fees arising out of DISTRICT's entry onto the Property or the adjoining property, or any activity thereon by DISTRICT or its agents, employees, or contractors prior to the Close of Escrow. DISTRICT's obligation under this section shall survive the Close of Escrow or earlier termination of this Agreement.

XVI. MUTUAL INDEMNIFICATION

SELLER agrees to indemnify, defend and hold DISTRICT free and harmless from any losses, damages, costs, expenses, including reasonable attorney's fees and costs, resulting from any breach of any representation or warranty of SELLER and/or any breach or default by SELLER under any of the provisions of this Agreement. DISTRICT agrees to indemnify, defend and hold SELLER free and harmless from any losses, damages, costs, expenses, including reasonable attorney's fees and costs, resulting from DISTRICT's breach or default under any of the provisions of this Agreement.

XVII. CHANGES DURING ESCROW

Prior to the close of escrow, SELLER agrees not lease any part of the PROPERTY that would obligate DISTRICT upon the close of escrow.

XVIII. ARBITRATION OF DISPUTES

Any dispute or claim in law or equity between DISTRICT and SELLER arising out of this contract or any resulting transaction which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The parties agree to mediate any such dispute in accordance with the American Arbitration Association ("AAA") mediation guidelines prior to initiating arbitration.

The arbitration shall be conducted in accordance with the rules of either the AAA or with commonly accepted and mutually agreed upon private arbitration services or arbitrators. Judgment upon the award rendered by the arbitrator(s) may pursuant to Code of Civil Procedure § 1285, be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05.

By executing this Agreement, the parties hereto are agreeing to have any dispute arising out of the matters included herein, decided by neutral arbitration as provided by California law and have freely given up any rights to have the dispute litigated in court including the right to a jury trial.

1.6.6

XIX. ATTORNEY'S FEES

In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

XX. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

XXI. AMENDMENTS

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further written agreement executed by SELLER and DISTRICT.

XXII. SUCCESSORS AND ASSIGNS

DISTRICT may not assign its rights under this Agreement without SELLER's prior written approval, which shall not be unreasonably withheld or delayed. This Agreement and any exhibits or modifications hereto shall be binding upon, and inure to, the benefit of the heirs, successors, representatives and assigns of the parties hereto.

XXIII. COUNTERPARTS

This Agreement may be executed in counterparts, and shall be effective on the date when fully executed by all of the parties.

XXIV. ENTIRE CONTRACT

All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract and understanding between the parties.

XXV. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be effected.

XXVI. 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.

XXVII. 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: Lincoln Ranch, LLC
3697 Mt. Diablo Boulevard, Suite 310
Lafayette, CA 94549
Attn: William E. Brown, Co-Manager
Tel: 925 283-4548
Fax: 925 283-4984

With a copy to: John Wyro
40 Valley Drive
Orinda, CA 94563
Tel: 925 254-5246
Fax: 925 254-5299

With a copy to: Bingham McCutchen LLP
1333 North California Boulevard, Suite 210
Walnut Creek, CA 94596
Attn: Michael Greene, Esq.
Fax: 925 975-5390

If to DISTRICT: Western Placer Unified School District
810 J Street
Lincoln, CA 95648
Attn: Jay Stewart
Fax: (916) 645-6356

With a copy to: Girard & Vinson
360 Nevada Street
Auburn, CA 95603
Attn: Keith J. Bray, Esq.
Fax: (530) 886-5881

XXVIII. MISCELLANEOUS PROVISIONS

A. Broker's Commissions

DISTRICT and SELLER hereby acknowledge that no broker's commission or finder's fee is payable with regard to this transaction. SELLER agrees to indemnify and hold DISTRICT harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from SELLER's conduct with respect to this transaction. DISTRICT agrees to indemnify and hold SELLER harmless from and

against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from DISTRICT's conduct with respect to this transaction.

B. Tax-Deferred Exchange

If SELLER elects to effect this transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, DISTRICT shall cooperate with SELLER at no cost to DISTRICT, subject to the following: (a) DISTRICT shall not be required to take title to any property or incur any liability or cost in connection therewith; (b) the exchange shall not delay the Closing; and (c) SELLER shall indemnify, defend and hold DISTRICT harmless from or against any claims, damages, liabilities or costs (including without limitation attorneys' fees) arising in connection with the exchange.

C. Further Assurances

Each party shall execute, acknowledge (as necessary) and deliver such instruments, documents and other assurances as may be reasonably requested by the other, and shall take any other actions consistent with the terms of this Agreement that may be reasonably requested by the other, in order to carry out the intent and terms of this Agreement. Each party shall bear its own attorneys' fees, recording or other costs incurred in connection with the performance of its obligations under this Section.

D. Liquidated Damages

IN THE EVENT THE CLOSING DOES NOT OCCUR BECAUSE OF A DEFAULT OF DISTRICT, DISTRICT AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF DISTRICT' S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT, TOGETHER WITH ALL INTEREST ACCRUED THEREON, CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT: (A) LIMIT SELLER'S RIGHT AS A PREVAILING PARTY AS PROVIDED ABOVE, TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES; (B) WAIVE OR AFFECT DISTRICT'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO SUCH INDEMNITY; OR (C) WAIVE OR AFFECT DISTRICT'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PURSUANT TO THIS AGREEMENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

INITIAL HERE: SELLER: _____
DISTRICT: _____ DISTRICT: _____

7.6.9

E. Independent Investigation

As of the Closing, DISTRICT shall have independently investigated, analyzed and appraised to its satisfaction the value, profitability and condition of the Property, including without limitation the geological and soil condition of the Property, the fitness or suitability of the Property for DISTRICT's intended use of the Property, the requirement for and status of all approvals and entitlements, and all environmental matters relating to the Property (including, but not limited to, the presence or absence of Hazardous Substances), without relying on any representations of any kind (whether oral or written, express or implied) made by SELLER to DISTRICT except for those expressly set forth elsewhere in this Agreement. Subject only to the express representations and warranties set forth elsewhere in this Agreement, DISTRICT is purchasing the Property in its "AS IS, WHERE IS" condition as of the Effective Date solely in reliance upon DISTRICT's own investigations and evaluation thereof.

F. AS-IS Sale

DISTRICT will accept the Property in its then condition at close of escrow as-is and with all its faults, and SELLER has no obligations to make repairs, replacements or improvements, and no liability whatsoever for damages, except only as expressly provided otherwise elsewhere in this Agreement. No person acting on behalf of SELLER is authorized to make, and by execution hereof, DISTRICT acknowledges and agrees that, except as specifically provided in this Agreement, SELLER has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever whether express or implied, oral or written, past present or future of and to concerning or with respect to any other matter concerning the Property, including any and all such matters referenced discussed or disclosed in any documents delivered by SELLER to DISTRICT, in any public records of any governmental agency or entity or utility company, or in any other documents available to DISTRICT.

G. Release

DISTRICT, for itself and on behalf of each of its agents, employees, officers, directors, consultants and contractors, and the legal successors and assigns of any of them (collectively, "Releasing Parties"), hereby waives, releases and forever discharges the Seller Parties of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, fees, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected (collectively, "Claims"), which any Releasing Party has, owns or holds, or at any time had, owned or held, or at any time in the future may have, own or hold against any or all of the Seller Parties, that are or may relate to, arise out of or be connected with or caused by the ownership, improvement, development, use, occupancy or sale of the Property, whether before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other claim attributable to: (a) the use of the Property or any part thereof; (b) a defect in the design or construction of any improvements on or about the Property, or in the physical condition of the Property;

1/6/10

(c) the presence on the Land of any threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any Hazardous Substances; or (d) a slope failure or surface or subsurface geologic or groundwater condition (collectively, the "Released Claims"). For purposes of this Agreement, the "Seller Parties" shall mean and include: (i) Seller; (ii) Seller's members; (iii) all corporations, partnerships, trusts, limited liability companies or other entities in which any of them may have any interest whatsoever; (iv) the employees, officers, directors, shareholders, managers, family members, trustees, partners, members, affiliates, parent companies, subsidiaries, agents and representatives of any of the persons or entities described in clauses (i), (ii) or (iii) above; and (v) the successors and assigns of any of the persons or entities described in clauses (i), (ii), (iii) or (iv) above.

With respect to this release and discharge, DISTRICT, on behalf of itself and all of Releasing Parties, hereby acknowledges that the Released Claims may include Claims of which DISTRICT is presently unaware, or which DISTRICT does not presently suspect to exist, or which may not yet have accrued or become manifest, and which, if known by DISTRICT on the Effective Date or the Closing Date would materially affect the DISTRICT's release and discharge of SELLER and the other Seller Parties, and DISTRICT, on behalf of itself and all of Releasing Parties, hereby waives application of the California Civil Code Section 1542 which provides as follows:

> A general release does not extend to claims which creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

H. No Joint Venture or Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall be deemed to create any partnership, joint venture or other agreement between DISTRICT and SELLER. Except for the release and indemnity provisions contained elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

I. Survival

The provisions of this Article XXVIII shall survive the Closing of Escrow, or any earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced below.

SELLER:

LINCOLN RANCH, LLC, a California limited liability company

By: _____
William E. Brown, Co-Manager

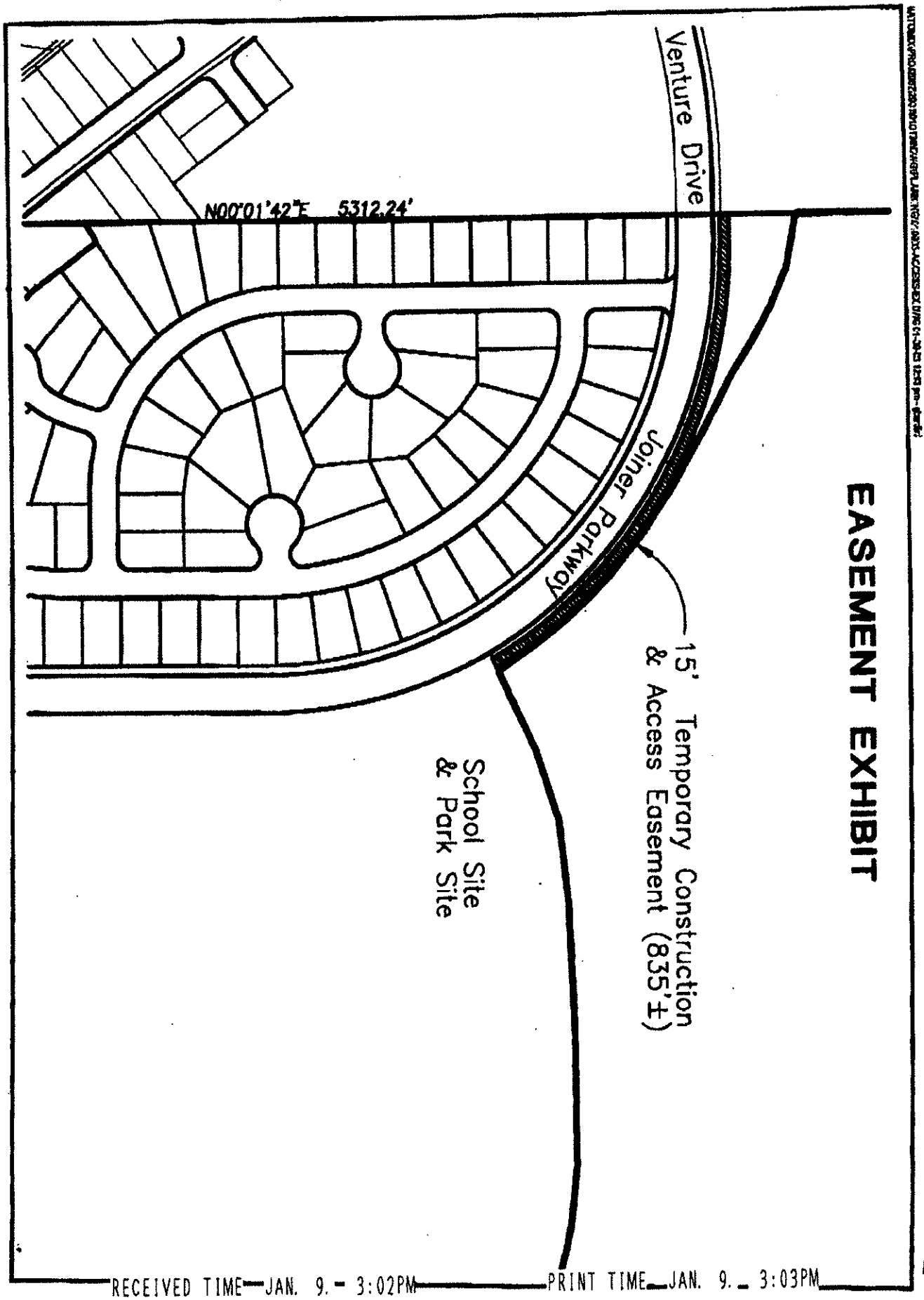
DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Jay Stewart, Assistant Superintendent
Business and Support Services

By: _____
For: Roger R. Yohe, Superintendent and Secretary to the Board of Trustees,
Western Placer Unified School District

1.6.18


Venture Drive
N00°01'42"E 5312.24'
Joiner Parkway
15' Temporary Construction & Access Easement (835'±)
School Site & Park Site
EASEMENT EXHIBIT

7.6.13

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP)___
2. Fosters a safe, caring environment where individual differencesare valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart___
4. Promote the involvement of the community, localgovernment, 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:
Farm Foundation
Report by Paul Long

AGENDA ITEM AREA:
DISCUSSION/INFORMATION

REQUESTED BY:
Paul Long, Board Member

ENCLOSURES:

MEETING DATE:
January 21, 2003

BACKGROUND:

Paul Long, Board of Trustee representative to the Lincoln High School Farm Foundation will report to the members of the Board the latest accomplishments of the farm and foundation.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees accept this report as given.

Eva\h:\wpfiles\Board\format9