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	1/31/03	2/28/03
Sheridan Charter School (K-8)	141	143
Sheridan School Independent Study (SSIS)	33	33
First Street School	564	564
Carlin C. Coppin Elementary (K-5)	514	511
Creekside Oaks Elementary (K-5)	665	666
Glen Edwards Middle (6-8)	889	866
Lincoln High School/Lincoln North	934	935
Phoenix High School	54	65
PCOE Home School	10	10
TOTAL:	3804	3793

Phoenix Infant/Toddler Center	32	Kindergarten Readiness:	32
Preschool/Head Start			
First & J Streets	22		
Sheridan Program	22		
Carlin Coppin Program	22		
Adult School			
Citizenship/ESL	125		
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
MARCH 18, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – Library
790 "J" STREET, LINCOLN, CA

AGENDA

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.

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

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

CLOSED SESSION AGENDA

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (N)

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (P)

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (R)

2. ADJOURN TO OPEN SESSION

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:

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (N)

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (P)

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (R)

3. SPECIAL ORDER OF BUSINESS

3.1 CREEKSIDE OAKS SCHOOL FEATURED

• The Creekside Oaks Elementary School staff and students will highlight some special programs and projects.

3.2 INFORMATION REGARDING LINCOLN HIGH SCHOOL TRIMESTER SCHEDULE

• Lincoln High School will initiate a trimester system for the 2003-2004 school year. Each trimester will consist of sixty school days and the students will take five classes each trimester.

Members of the Lincoln High School Schedule Committee will be in attendance to present the new schedule and to answer any questions.

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:
  - a.a Ratification of Certificated Resignations:
    Janet L. Radford, Resource Specialist Teacher, GEMS
    Julie Andrews, 6th Gd. Language Arts/Social Studies Teacher, GEMS
    Heather Martin, 5TH Grade Teacher, CCC

4.2 Ratification of the Blackburn Consulting Proposal for Geotechnical and Geological Hazards Studies for the Lincoln High School Athletic Complex

4.3 Approval of the FY 2002-03 Gilbert Associates, Inc. Contract for Independent audit Services

4.4 Approval of Resolution 02/03.26 Authorizing the County Superintendent to Establish and Maintain a Countywide Contractor's Register

4.5 Approval of the FY 2003-04 Western Placer Unified School District's Community Facility District (CFD) No. 1 Special Tax Rate

4.6 Certification of Temporary Coaches for 2002-2003

4.7 Ratification of API Expenditures – LHS

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 –
6.5 Assistant Superintendent(s)
- 6.5.1 Jay M. Stewart
  - a. Facilities Focus Area: Sun Cal
- 6.5.2 Scott Leaman
  - a. Program Focus Area: Physical Education
- 6.5.3 Bob Noyes, Personnel Director
  - a.

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

CODE: (A) = Action (D) = Discussion (I) = Information

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

7.1 (D/A) ADOPTION OF REVISED POLICIES TO COMPLY WITH SECTION 9524(b) OF THE NO CHILD LEFT BEHIND ACT BP 5127 GRADUATION CEREMONIES & ACTIVITIES; BP 6141.2 RECOGNITION OF RELIGIOUS BELIEFS AND CUSTOMS - Yohe *(02/03 G &O, Components III)*

•The District must assure and certify to the California State Board of Education that the LEA, has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

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

7.2 (I/D/A) REQUEST FOR BOARD OF TRUSTEE SUPPORT TO PURSUE SAFE ROUTES TO SCHOOLS APPLICATION - Yohe *(02/03 G &O, Components V)*

•The Superintendent will review the Safe Routes to School application and request action for support.

The district and City of Lincoln will be applying to complete sidewalks, curbs and gutters, with American Disability Act intersection ramps, along with approved bike lanes connecting all city schools.

7.3 (I/D) STATUS OF CONSTRUCTION TECHNOLOGY HOME AT 642 "J" STREET -Yohe *(02/03 G &O, Components V)*

•The Superintendent will review the status of the home built by the Construction Technology Class, located at 642 "J" Street. The home will be completed in May.

The Superintendent will request discussion on the available options in regard to the completed house.

7.4 (D/A) APPROVAL OF LAND PURCHASE AND SALE AGREEMENT FOR THE 16.518 ACRE SCHOOL SITE FROM LINCOLN RANCH. LLC. Stewart *(02/03 G &O, Components V)*

•The Board will consider approval of the Land Purchase and Sale Agreement for the school site located in the Foskett Ranch subdivision. The purchase price, based on a November 1, 2001 appraisal of $200,000.00 per acre, is $3,303,600.00. The cost of the school site will be funded from the District's Certificates of Participation, which were issued for property acquisition. Under the State's current school construction program, fifty-percent of the purchase price will be reimbursed to the District.

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

7.5 (D/A) APPROVAL OF RESOLUTION 02/03.27 OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ACCEPTING A GRANT DEED FOR AN ELEMENTARY SCHOOL SITE FROM LINCOLN RANCH, LLC. Stewart *(02/03 G &O, Components V)*

•Resolution #02/03.27 is required to facilitate the transfer of the title for the elementary school site located in the Foskett Ranch subdivision from Lincoln Ranch, LLC to the Western Placer Unified School District.

7.6 (D/A) APPROVAL OF THE FY 2002-03 SECOND INTERIM REPORT - Stewart *(02/03 G &O, Components V)*

•The FY 2002-03 Second Interim Report provides a fiscal status report of the District's General Fund as of January 31, 2003. Based on the most current available information, the adjustments were made to the Projected Year Totals.

7.7 (D/A) APPROVAL OF RESOLUTION 02/03.28 CALLING AN ELECTION TO SUBMIT THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 TO THE QUALIFIED ELECTORS - Stewart *(02/03 G &O, Components V)*

•This resolution authorizes the District to begin the landowner election process to annex the Beazer Homes subdivision into the Community Facilities District.

8. COMMENTS - BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Marketing/public relations/public engagement
- Relationship with Sierra Community College
- Aquatic Center (Added 3/6/01)
- Horizon Instructional Systems Charter Renewal (Added 12/3/02)

9. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
  >March 25, 2003 Facility Workshop 6:00 – 8:00 p.m. Staff Development Room
  >April 1, 2003, 7:00 p.m. Lincoln High School Library

10. 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: 3/13/03
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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: **March 18, 2003**
TIME: **6:30 p.m.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. PERSONNEL
   - •PUBLIC EMPLOYEE APPOINTMENT
   - •PUBLIC EMPLOYEE EMPLOYMENT
   - •PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   - •PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   - •COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

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

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

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
Student # 02-03 N

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
March 18, 2003

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #02/03 N

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

2.1a

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

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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
Student # 02-03 P

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
March 18, 2003

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #02/03 P

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

2.1 b

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

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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
Student # 02-03 R

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
March 18, 2003

BACKGROUND:
The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #02/03 R

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

2.1 c

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

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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:
Creekside Oaks School Featured

AGENDA ITEM AREA:
SPECIAL ORDER OF BUSINESS

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Yes

MEETING DATE:
March 18, 2003

BACKGROUND:

The Creekside Oaks Elementary School staff and students will highlight some special programs and projects.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees enjoy this presentation.

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Creekside Oaks Elementary School

Western Placer Unified School District
"Excellence in Education"

March 10, 2003

Dear Board of Trustees and Roger Yohe:

Creekside Oaks Elementary School will make our presentation to the Board of Trustees at 7:00 p.m. on March 18, 2003. I have decided to highlight some special programs and projects. The presentation will be less than thirty minutes and a notebook of more detailed information will be made available to the Superintendent and each member to review at your leisure in the future. We, as COES staff, are proud of our school environment and the many educational and enrichment activities for all children. Since it is impossible to share the many important programs, accomplishments, and activities conducive to our many successes at COES, we will present to you some highlights.

The program will begin with three short and special songs presented by Mr. Massey's first grade class. Students will be dismissed after you have enjoyed their singing.

Mr. Massey, WPUSD Arts Coordinator and Mrs. Stone, COES Arts Representative, will present an overview of meeting standards in the visual and performing arts.

Mr. Toy and Mrs. Tarabochia, science teachers, will present science information as it relates to our garden projects, the Placer County Nature Bowl competition, and our school-wide Ocean Fest unit.

Our fifth grade outdoor education program will be highlighted by Mrs. Margie Goldsmith.

Mr. Jeremy Lyche, fifth grade teacher, will present an overview of our COES book- publishing project.

Mrs. Susan Taxara, COES Vice Principal, will present information about our character education, reward, and enrichment assemblies for students this year.

Presentations will be brief with the Superintendent and Board of Trustees receiving more detailed information and pictures, in a notebook to read and view at your leisure, in the interest of time. We trust you will enjoy our COES presentation.

Sincerely,

Kenneth S. Gammelgard

KENNETH S. GAMMELGARD

2030 First Street
Lincoln, CA 95648

Kenneth S. Gammelgard
Principal

Phone: (916) 645-6380
Fax: (916) 645-6383

3.1.1

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

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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:
Information Regarding
Lincoln High School
Trimester Schedule
For 2003-2004

AGENDA ITEM AREA:
SPECIAL ORDER OF BUSINESS

REQUESTED BY:
David Butler,
Principal, LHS

ENCLOSURES:
Informational Materials

MEETING DATE:
March 18, 2003

BACKGROUND:

Lincoln High School will initiate a trimester system for the 2003-2004 school year. Each trimester will consist of sixty school days and the students will take five classes each trimester.

Members of the Lincoln High School Schedule Committee will be in attendance to present the new schedule and to answer any questions.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ask any questions they might have in regard to this new schedule.

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3.2

Lincoln High School will initiate a trimester system for the 2003-2004 school year. Each trimester will consist of sixty school days and the students will take five classes each trimester. The classes will be seventy minutes and will meet on a daily basis. One trimester is equal to one semester in the number of instructional minutes.

Advantages to the trimester are: classes will meet each day; the class time is 70 minutes instead of 100 minutes; there are only five classes a trimester instead of seven, and during a students school career this schedule allows them to take a total of 60 trimesters as opposed to 56 semesters.

3.2.1

COMPARISON OF SCHEDULES

	3 x 5 Plan	4 x 4 Block	Modified	7 Period Day
1. Increase students opportunities:	YES	YES	YES	YES
2. Provide extended period:	YES	YES	YES	NO
3. Students meet daily:	YES	YES	NO	YES
4. Decrease student load:	YES	YES	NO	NO
5. Decrease teaching load:	YES	YES	NO	NO
6. Allow for remediation:	YES	NO	NO	NO
7. Allow flexibility in schedule:	YES	NO	NO	NO
8. Daily teacher prep:	YES	YES	NO	YES
9. More seat time for specific courses:	YES	NO	NO	NO

9.8.2

LINCOLN HIGH SCHOOL
2000-2001 PROPOSED BELL SCHEDULE

MONDAY - THURSDAY SCHEDULE

PERIODS 1 & 5	8:00 - 9:40	100 MINUTES
BREAK	9:40 - 9:50	10 MINUTES
PERIODS 2 & 6	9:50 - 11:30	100 MINUTES
PERIOD 3	11:35 - 12:25	50 MINUTES
LUNCH	12:25 - 1:15	50 MINUTES
PERIODS 4 & 7	1:15 - 2:55	100 MINUTES

FRIDAY SCHEDULE

PERIOD 1	8:00 - 8:48	48 MINUTES
PERIOD 2	8:53 - 9:40	47 MINUTES
BREAK	9:40 - 9:50	10 MINUTES
PERIOD 5	9:50 - 10:37	47 MINUTES
PERIOD 6	10:42 - 11:29	47 MINUTES
PERIOD 3	11:34 - 12:24	50 MINUTES
LUNCH	12:24 - 1:14	50 MINUTES
PERIOD 4	1:14 - 2:02	48 MINUTES
PERIOD 7	2:07 - 2:55	48 MINUTES

TOTAL OF FIVE PREPS PER WEEK

INSTRUCTIONAL MINUTES PER YEAR, 65,752

The Schedule Committee has selected the preceding schedule. It is recommended that this schedule be in effect for three (3) consecutive years starting in the 2000/01 SY through the 2002/03 SY. During the fall of the 2002/03 SY the Schedule Committee will be re-established to investigate the creation of a new schedule beginning in the 2003/04 SY.

The committee members have indicated their support for this proposal by voting 'yes'.

Lee Beckman no

Stacy Brown yes

Dave Butler YES

Lori Harris NO

Mark Jones Yes

Mike Trueblood yes

Kris Wyatt yes

3.2.3

PROPOSED 2003 – 2004
BELL SCHEDULE
(REVISED)

PERIOD 1	8:00 – 9:10	70 MINUTES
BREAK	9:10 – 9:20	10 MINUTES
PERIOD 2	9:20 – 10:30	70 MINUTES
PASSING	10:30 – 10:35	5 MINUTES
PERIOD 3	10:35 – 11:45	70 MINUTES
LUNCH	11:45 – 12:35	LUNCH (50 MIN)
PERIOD 4	12:35 - 1:45	70 MINUTES
PERIOD 5	1:50 – 3:00	70 MINUTES

EACH TRIMESTER IS 60 DAYS

STUDENTS MAY EARN 75 CREDITS PER YEAR AS OPPOSED TO 70 BEING EARNED ON A SEMESTER SYSTEM.

3.2.4

ENGLISH 9

Trimester 1	Trimester 2	Trimester 3
Outside Reading – 300 pages per trimester	Outside Reading – 300 pages per trimester	Outside Reading – 300 pages per trimester
Silent Sustained Reading – 15-20 minutes per period	Silent Sustained Reading – 15-20 minutes per period	Silent Sustained Reading – 1: 20 minutes per period
Jane Schaffer Writing Unit	Jane Schaffer Writing Unit	Jane Schaffer Writing Unit
Grammar, Punctuation, Spelling, Usage	Grammar, Punctuation, Spelling, Usage	Grammar, Punctuation, Spelling, Usage
CAT/HSEE Spelling/Vocabulary Words	CAT/HSEE Spelling/Vocabulary Words	CAT/HSEE Spelling/Vocabulary Words
Globe Fearon Test Preparation – Chapters One and Two	Globe Fearon Test Preparation – Chapters Three and Four	Globe Fearon Test Preparatic – Chapters Five and Six
.erature	**Literature**	**Literature**
"Priscilla and the Wimps" "The Scarlet Ibis" "The Confrontation"	Of Mice and Men To Kill A Mockingbird	The Odyssey The Miracle Worker
Jane Schaffer Unit: Training Essay Literary Analysis Essay Personal Essay	Lord Of the Flies "The Cask of Amontillado" "The Gift of the Magi" "To Build a Fire" "The Most Dangerous Game"	Romeo and Juliet "The Possibility of Evil" "The Necklace" "The Lady or the Tiger"
	Selected short stories, poetry, nonfiction in Language of Literature	Selected short stories, poetry nonfiction in Language of Literature

3.25

sample

ENGLISH 9 Honors

Trimester 1	Trimester 2	Trimester 3
Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparation – Chapters One and Two	Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparation – Chapters Three and Four	Outside Reading – 300 pages per trimester Silent Sustained Reading – 1: 20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparatic – Chapters Five and Six Research Paper requiring a bibliography
Literature "Priscilla and the Wimps" "The Scarlet Ibis" "The Confrontation" Jane Schaffer Unit: Training Essay Literary Analysis Essay Personal Essay	**Literature** <u>Of Mice and Men</u> <u>To Kill A Mockingbird</u> <u>Lord Of the Flies</u> <u>Great Expectatins</u> "The Cask of Amontillado" "The Gift of the Magi" "To Build a Fire" "The Most Dangerous Game" Selected short stories, poetry, nonfiction in <u>Language of Literature</u>	**Literature** <u>The Odyssey</u> <u>The Miracle Worker</u> <u>Romeo and Juliet</u> "The Possibility of Evil" "The Necklace" "The Lady or the Tiger" Selected short stories, poetry nonfiction in <u>Language of Literature</u>

3.2.4

Sample

First Trimester	Second Trimester
Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period. Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period. Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words
Literature My Antonia Ender's Game I Know Why the Caged Bird Sings "The Witness for the Prosecution" "The Watch" "The Balek Scales" Selected short stories, poetry, nonfiction in Language of Literature	**Literature** Antigone Julius Caesar A Separate Peace "Harrison Bergeron" "A Sound of Thunder" "Searching for Summer" Selected short stories, poetry, nonfiction in Language of Literature

3.2.1
Sample

English 11

First Trimester	Second Trimester
Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words
Literature The Crucible Native American Literature Unit Settlement Literature Unit Colonial Literature Unit Selected short stories, poetry, nonfiction in Language of Literature	**Literature** The Wave Go Ask Alice Huckleberry Finn "Dr. Heidigger's Experiment" "Walden" "A Rose for Emily" "The Devil and Tom Walker" "An Occurrence at Owl Creek Bridge" Civil War Literature Washington Irving Edgar Allen Poe Frederick Douglass Selected short stories, poetry, nonfiction in Language of Literature

3.2.8

Sample

American Literature

First Trimester	Second Trimester
Outside Reading – 600 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 600 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words
Literature Declaration of Independence The Scarlet Letter Examination of Sarah Good Selected short stories, poetry, nonfiction in Language of Literature	**Literature** Huckleberry Finn The Old Man and the Sea The Great Gatsby Selected short stories, poetry, nonfiction in Language of Literature

Revised 10/15/07

3.2.9

Sample

English 12

First Trimester	Second Trimester
Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage Journals	Outside Reading – 300 pages per quarter Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage Journals Senior Portfolio Project
Literature Beowulf Grendl Canterbury Tales Fallen Angels One Flew Over the Cuckoo's Nest Selected short stories, poetry, nonfiction in Language of Literature	**Literature** Macbeth Plainsong Pygmalion Taming of the Shrew Cyrano de Bergerac A Modest Proposal Writing a movie review : Some Like It Hot The Awakening Dead Poet's Society Selected short stories, poetry, nonfiction in Language of Literature

3.2.10
Sample

ENGLISH 9 Reading

Trimester 1	Trimester 2	Trimester 3
Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparation – Chapters One and Two	Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparation – Chapters Three and Four	Outside Reading – 300 pages p trimester Silent Sustained Reading – 15-2 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling Usage CAT/HSEE Spelling/Vocabulary Words Globe Fearon Test Preparation - Chapters Five and Six
Literature "Priscilla and the Wimps" ə Scarlet Ibis" "ı ne Confrontation" Jane Schaffer Unit: Training Essay Literary Analysis Essay Personal Essay	**Literature** <u>Of Mice and Men</u> <u>When a Hero Dies</u> <u>Sounder</u>	**Literature** <u>Gingerbread Heart</u> <u>A Song to Sing</u> <u>Gentlehands</u>

3.2.11

Sample

Intermediate Reading

Trimester 1	Trimester 2	Trimester 3
Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages p trimester Silent Sustained Reading – 15-2 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling Usage CAT/HSEE Spelling/Vocabulary Words
Literature Holes	**Literature** Downriver	**Literature** The Incredible Journey

3.2.12
Sample

Advanced Reading

Trimester 1	Trimester 2	Trimester 3
Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages per trimester Silent Sustained Reading – 15-20 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling, Usage CAT/HSEE Spelling/Vocabulary Words	Outside Reading – 300 pages p trimester Silent Sustained Reading – 15-2 minutes per period Jane Schaffer Writing Unit Grammar, Punctuation, Spelling Usage CAT/HSEE Spelling/Vocabulary Words
Literature Across Five Aprils e Lost Boy	**Literature** The Call of the Wild Cannery Row	**Literature** Farewell to Manzanar Huck Finn Cannery Row

3.2.13
Sample

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Resignations

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
March 18, 2003

BACKGROUND:

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

Julie Andrews – 6th Grade Language Arts/Social Studies Teacher - GEMS
Heather Martin – 5th Grade Teacher - CCC
Janet Radford – RSP Teacher - GEMS

SUPERINTENDENT'S RECOMMENDATION:

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

Boardfactsheet.doc

H.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Ratify the Blackburn Consulting Proposal for Geotechnical and Geological Hazards Studies for the Lincoln High School Athletic Complex.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The attached proposal allows Blackburn Consulting to perform a series of soil and geological studies as a preliminary step for the construction of the Lincoln High School Athletic Complex. The total cost for this service is $16,282.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Blackburn Consulting proposal for geotechnical and geological hazards studies for the Lincoln High School Athletic Complex.

4.7

(530) 887-1494 ▪ Fax: (530) 887-1495
3265 Fortune Court ▪ Auburn, CA 95602-7847

blackburn consulting

(916) 375-8706 ▪ Fax: (916) 375-8709
2437 Front St. ▪ West Sacramento, CA 95691

Geotechnical/Geo-Environmental/Materials Engineering & Forensics ▪ Construction Monitoring ▪ Soils/Materials Testing

February 20, 2003

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

Subject: **Lincoln High School Stadium/Athletic Fields**
Lincoln, California
Proposal For Geotechnical Services

Dear Mr. Stewart,

At the request of Mr. Chris Vicencio with NTD Architects, Blackburn Consulting, Inc., (BCI) prepared this proposal to provide the following reports for the new Lincoln High School Stadium/Athletic Fields:

1) Preliminary Track and Football Field Report discussing soil conditions in the upper 2 feet and providing grading recommendations for the track and football field area to aide in cost estimating for the synthetic track and artificial turf.

2) Geotechnical Report covering both the Northern and Southern Sites.

3) Updated Geologic Hazards Report assuming that a Geologic Hazards Report exists for the school or subsequent improvements that can be feasibly updated for the new stadium and athletic fields.

Below, we present Project Description, Scope of Services, Fee, Schedule and Agreement.

PROJECT DESCRIPTION

Based on our discussions with Mr. Vicencio and review of Sheets 1 and 2 of NTD's March 19, 2001 Preliminary Site Design, the project consists of a Northern Site and a Southern Site.

The Northern site will consist of:

- A football stadium with artificial turf, bleachers, synthetic track, stadium lights, score board, concession buildings, restrooms, equipment storage structure and a ticket booth,
- Asphalt concrete parking lot (80 spaces), and
- Two baseball fields with bleachers.

4.2.1

The Southern Site will consist of:

- Two softball fields with bleachers, and
- Outdoor tennis and basketball courts.

We anticipate site grading will consist of cuts and fills less than 2 feet in thickness.

SCOPE OF SERVICES

To provide the requested reports, BCI will perform the scope outlined below.

Preliminary Track and Football Field Report

Task 1: Review Plans

- Review NTD's Preliminary Design Plans

Task 2: Subsurface Exploration

- Hand auger 8 borings to depths of 2 feet in the proposed track and football filed area to observe soil conditions and obtain samples for laboratory testing.

Task 3: Laboratory Testing

- Perform laboratory testing including expansion index, plasticity index and grain size analysis.

Task 4: Engineering Analysis

- Perform engineering analysis to determine properties of the near surface soil and compare with those allowed by the track and field design.

Task 5: Prepare Letter Report

Prepare a letter report containing the following:

- Description of soil conditions within the upper 2 feet in the track and football field area.
- Laboratory test results.
- Conclusions regarding the acceptability of the native soil for use under the artificial turf and synthetic track, and recommendations to mitigate detrimental effects of the native soil if necessary.
- Site Plan showing hand auger locations.
- Boring Logs.

4.2.2

Geotechnical Report

Task 1: Preliminary

- Review the project plans and discuss with NTD.
- Mark the site for Underground Services Alert.

Task 2: Subsurface Exploration

BCI will drill, log and sample a total of 11 borings at the site; 3 borings 30 feet deep, 4 borings 15 to 20 feet deep, and 4 borings 5 feet deep. The borings will be advanced with a truck-mounted drill rig equipped with 4" to 8" diameter augers. BCI will obtain bulk and relatively undisturbed samples from the borings for laboratory testing.

For landscape suitability testing, we will obtain 2 composite bulk samples from the upper 6 to 8 inches of soil in the areas proposed for the baseball diamonds and softball diamonds.

An engineer or geologist from our office will log the borings, direct the sampling, seal and mark the samples and deliver them to our laboratory for testing.

Task 3: Laboratory Testing

BCI will perform the following laboratory tests on representative soil samples obtained from the exploratory borings:

- Moisture content and dry density for soil consistency and swell potential analysis.
- Direct shear for soil strength determination.
- Expansion Index to determine swell potential analysis.
- Landscape Suitability for landscape plants and turf/grass soil amendment recommendations.
- R-value for pavement design.

Task 4: Engineering Analysis

Perform engineering analysis and calculations to help determine:

- Soil expansion estimates.
- Bearing capacity and lateral resistance for shallow foundations for the concession, equipment storage and ticket booth structures; and skin friction, bearing capacity and lateral resistance for deep foundations for light poles, bleachers and score board.
- Foundation settlement estimates.
- Grading recommendations including original ground preparation, acceptable fill requirements and compaction requirements.
- Pavement sections for parking lot and hard court areas.

H.2.3

Task 5: Prepare Geotechnical Report

BCI will prepare a geotechnical report containing the following:

- Project description.
- Subsurface soil and ground water conditions.
- Laboratory test results.
- 1998 CBC Seismic Design Parameters.
- Grading recommendations.
- Utility trench backfill recommendations
- Foundation recommendations for shallow and deep foundations including type, minimum depth/width, allowable bearing capacity, lateral soil resistance, coefficient of friction to resist sliding, and settlement estimate.
- Concrete slab-on-grade floor recommendations
- Exterior flatwork recommendations.
- Pavement section recommendations for asphalt concrete pavement.
- Landscape suitability test results and amendment recommendations, including previous results for the former school site.
- Site Plan with boring locations.
- Borings logs.

Updated Geologic Hazards Report

Task 1: Site Reconnaissance

In conjunction with the geotechnical report, BCI will walk the site and review locally exposed soil conditions to verify mapped geologic conditions and look for indications of possible geologic hazards.

Task 2: Review and Analysis

BCI will review the existing Geologic Hazards Report and current geologic/seismic information for the site including:

- Geologic and fault maps of the area.
- California Department of Mines and Geology publications regarding seismically induced ground accelerations at the site, and earthquake magnitudes for nearby faults.
- FEMA flood maps of the area (if available).

4.2.4

- Nearby water well information available in the California Department of Water Resources database.

Task 3: Report Preparation

Following our review and analysis, we will prepare a Letter Report updating the existing Geologic Hazards Report as necessary.

FEE

We will provide the scope of services outlined above for the following fees:

Preliminary Track and Football Field Report	$3,290
Geotechnical Report	$10,727
Updated Geologic Hazards Report	$2,265

Itemizations of our fees are attached. We will not exceed these fees without a change in scope and your authorization.

BCI will need to update our scope and fee for the Updated Geologic Hazardous Report if an existing report cannot be located and supplied to BCI.

SCHEDULE

BCI will submit the Preliminary Track and Field Report within 3 weeks of a signed Agreement.

Provided the site is accessible and it is not raining, BCI will perform the subsurface exploration for the Geotechnical Report within 10 days of a signed Agreement. We will submit the Geotechnical Report within 4 weeks of our fieldwork.

BCI will submit the Updated Geologic Hazards Report within 3 weeks of a signed Agreement.

AGREEMENT

If the above scope, fees and schedules are acceptable, please sign and return the attached Agreement as your authorization for us to proceed.

We are looking forward to working with you. Please call if you have questions or require additional information. Thank you.

4.2.5

Sincerely,

BLACKBURN CONSULTING, INC.

Reviewed by:

Robert B. Lokteff, P.E., G.E.
Senior Project Manager

David J. Morrell, P.E.
Project Manager

Attached: Fee Itemizations
Agreement

Copies: 1 to Addressee
1 to NTD Architects/Mr. Chris Vicencio

Proposal for Geotechnical Engineering Services

Lincoln High School Stadium/Athletic Fields
Geotechnical Report

Date: February 18, 2003

2437 Front Street
West Sacramento, CA 95691
Ph: (916) 375-8706
Fax: (916) 375-8709

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Prelim	Project Manager	2	$125	hour	1	$250	
	Sr. Engineer	3	$110	hour	1	$330	
	Mileage	70	$0.50	mile	1	$35	
							$ 615
Subsurface Investigation	Sr. Engineer	12	$110	hour	1	$1,320	
	Drill Rig	12	$175	hour	1.2	$2,520	
	Mileage	140	$0.50	mile	1	$70	
							$ 3,910
Laboratory Testing	Expansion Index	3	$145	test	1	$435	
	R-Value	2	$225	test	1	$450	
	Direct Shear	12	$85	point	1	$1,020	
	Agg. Suitability	2	$80	test	1.2	$192	
	Moisture/Density	20	$30	test	1	$600	
	Project Manager	1	$125	hour	1	$125	
							$ 2,822
Analysis	Project Manager	8	$125	hour	1	$1,000	
	Sr. Proj. Manager	1	$150	hour	1	$150	
							$ 1,150
Prepare Letter Report	Project Manager	12	$125	hour	1	$1,500	
	Sr. Proj. Manager	2	$150	hour	1	$300	
	Project Assistant	2	$65	hour	1	$130	
	Drafting	4	$75	hour	1	$300	
							$ 2,230
Total Fee							**$ 10,727**

4.2.1

Proposal for Geotechnical Engineering Services

Lincoln High School Stadium/Athletic Fields

Preliminary Track and Football Field Conditions

Date: February 18, 2003

2437 Front Street
West Sacramento, CA 95691
Ph: (916) 375-8706
Fax: (916) 375-8709

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Review Plans & Specs.	Project Manager	1	$125	hour	1	$125	$ 125
Subsurface Investigation	Sr. Engineer	6	$110	hour	1	$660	
	Hand Sampler	1	$100	day	1	$100	
	Mileage	70	$0.50	mile	1	$35	$ 795
Laboratory Testing	Expansion Index	3	$145	test	1	$435	
	Plasticity Index	3	$110	test	1	$330	
	Sieve Analysis	3	$80	test	1	$240	$ 1,005
Analysis	Project Manager	3	$125	hour	1	$375	
	Sr. Proj. Manager	0.5	$150	hour	1	$75	$ 450
Prepare Letter Report	Project Manager	5	$125	hour	1	$625	
	Sr. Proj. Manager	0.5	$150	hour	1	$75	
	Project Assistant	1	$65	hour	1	$65	
	Drafting	2	$75	hour	1	$150	$ 915
Total Fee							**$ 3,290**

4.2.8

Proposal for Geotechnical Engineering Services

Lincoln High School Stadium/Athletic Fields

Geohazards Report Update

Date: February 18, 2003

2437 Front Street
West Sacramento, CA 95691
Ph: (916) 375-8706
Fax: (916) 375-8709

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Prelim	Project Manager	2	$125	hour	1	$250	
							$ 250
Analysis	Project Manager	4	$125	hour	1	$500	
	Sr. Proj. Manager	1	$150	hour	1	$150	
							$ 650
Prepare Letter Report	Project Manager	8	$125	hour	1	$1,000	
	Sr. Proj. Manager	1	$150	hour	1	$150	
	Project Assistant	1	$65	hour	1	$65	
	Drafting	2	$75	hour	1	$150	
							$ 1,365
Total Fee							**$ 2,265**

4.2.9

blackburn consulting

3265 Fortune Court, Auburn, CA 95602-7847
Phone: (530) 887-1494, Fax: (530) 887-1495

AGREEMENT

Sign and Return

"We", **"Us"** and **"Our"** means **Blackburn Consulting Inc. (BCI)**. **"You"** and **"Your"** means the **Western Placer Unified School District** and Your successors or assigns. **You** and **Us** will be jointly referred to as "we", or "us".

SERVICES
We will provide the Geotechnical Engineering Services listed under "Scope of Services" in accordance with the standard care of geotechnical engineers providing similar services under similar conditions. **We** do not warrant or guarantee **Our** Services. **We** are not responsible for other parties' interpretations or use of information we develop.

SCOPE of SERVICES
Provide geotechnical services for the Lincoln High School Stadium/Athletic Fields as outlined in Our February 20, 2003 proposal to You.

PAYMENT
You will pay our invoices upon receipt. You will pay a late payment charge at the rate of 1 ½% per month beginning 30 days after receipt. At **Our** option, **We** may suspend or terminate this Agreement and withhold services/documents if payments are not made when due.

SUBSURFACE CONDITION
You will provide **Us** with all information **You** have, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures. **We** will attempt to avoid damage to subsurface structures, but are not responsible for any damage to subsurface pipes, utilities or structures **You** have not disclosed to **Us**.

HAZARDOUS MATERIALS
We will not investigate, treat, transport or dispose or arrange for transport, treatment or disposal of Hazardous Materials. If hazardous materials are discovered at the project site, we can terminate our obligations under this Agreement.

LIMITATIONS ON REMEDIES
Your remedy against **Us**, **Our** employees and/or subcontractors for damages arising from Services or from this Agreement is limited to $50,000 under this Agreement. **You** can increase **Your** remedy limit against us to $1MM by increasing our fees by 20%. To raise **your** remedy limits, either check the box below, or notify **us** in writing before **we** commence services. Neither of us will be liable for consequential damages incurred by either of us.

☐ Raise remedy to $1MM in exchange for 20% fee increase.

INDEMNIFICATION
You agree to indemnify **us** for all remedies arising from any parties or third parties in excess of the limits chosen above.

INSURANCE
We will maintain claims made professional liability insurance, general liability, and automobile liability insurance. **You** have, or will purchase, property insurance sufficient to protect any property in which **You** have an insurable interest. We waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

MEDIATION
Prior to any litigation, arbitration or other proceeding, we will attempt to mediate any dispute between us. The American Arbitration Association will conduct the mediation, unless we otherwise agree. We will equally share all fees and costs of the mediation.

TERMINATION
Either of us may terminate this Agreement for convenience or cause by giving 3 days written notice. If either party terminates this agreement, **You** shall pay **Us** for all work performed prior to termination

FULL AND FINAL AGREEMENT
This Agreement is the full and final agreement between us, supersedes any prior agreements, and may not be modified except by a writing executed by both of us.

TIME BAR TO LEGAL ACTION
All legal actions by either party against the other in any way connected with this Agreement shall be barred after 10 years from the date of **Our** substantial completion.

BIOLOGICAL POLLUTANTS
Our scope does not include investigation or detection of any Biological Pollutants in or around any structure. **You** agree that **We** have no liability for any claim regarding bodily injury or property damage alleged or actual, caused by any Biological Pollutants in or around any structure. In addition, **You** will defend, indemnity, and hold **Us** harmless from any 3rd party claim for damages alleged or actual, caused by any Biological Pollutants in or around any structure, except for damages caused by **Our** sole negligence. "Biological Pollutants" includes molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

CONSTRUCTION MONITORING
You understand that **our** geotechnical report is preliminary. **Our** firm must monitor construction to review **our** assumptions in the geotechnical report and make changes where necessary. If **you** or another party hire another firm to monitor construction, BCI will not be responsible for any other parties' interpretation of **Our** Report.

CLIENT: **Western Placer ~~Unified School~~ District**
Signature: Jay M. Stew
Print Name/Title: Jay M Stewart, Asst. Supt.
Date: 03/03/03

BLACKBURN CONSULTING INC.
Signature: Robert B. Lokoff
Print Name/Title: Robert B. Lokoff, Project Manager
Date: February 20, 2003

4.2.10

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve the FY 2002-03 Gilbert Associates, Inc. Contract for Independent Audit Services.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

Gilbert Associates, Inc. will perform the District's FY 2002-03 independent audit for the amount of $28,000.00. The increase in fees is for additional audit procedures associated with the District's implementation of GASB 34..

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2002-03 Gilbert Associates, Inc. contract for independent audit services.

AUDIT AGREEMENT

THIS AGREEMENT, made and entered into this _____2003, between the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the District), State of California, and GILBERT ASSOCIATES, INC.,

WITNESSETH:

AUTHORITY

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

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

and further providing that:

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

COMPETENCE OF PARTIES

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

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

CONSIDERATION

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

AUDIT OBJECTIVES

GILBERT ASSOCIATES will audit the financial statements of District (the District) as of and for the Year ended June 30, 2003. Gilbert Associates understands that the financial statements will be presented in accordance with the financial reporting model described in GASB Statement No. 34. Also, the document submitted to the District will include the following additional information that will be subjected to the auditing procedures applied in our audit of the general-purpose financial statements:

1. Management Discussion and Analysis
2. Budgetary comparison schedules
3. Schedule of Expenditures of Federal Awards
4. Additional financial and supplementary information as required by the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* prescribed by the State Controller

4.3.1

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

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

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

THE REPORTS on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, and state and federal awarding agencies.

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

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

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

MANAGEMENT RESPONSIBILITIES

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

4.3.7

THE DISTRICT'S MANAGEMENT is responsible for making all financial records and related information available to Gilbert Associates. Gilbert Associates understands that the District will provide such information required for the audit and that the District is responsible for the accuracy and completeness of that information. Gilbert Associates will advise the District about appropriate accounting principles and their application and will assist in the preparation of the financial statements, including the schedule of expenditures of federal awards and the additional financial and supplementary information as required by the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* prescribed by the State Controller, but the responsibility for the financial statements remains with the District. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. District management is responsible for adjusting the financial statements to correct material misstatements and for confirming in the representation letter that the effects of any uncorrected misstatements aggregated by Gilbert Associates during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Additionally, as required by OMB Circular A-133, it is District management's responsibility to follow up and take corrective action on reported audit findings and to prepare a corrective action plan.

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

AUDIT PROCEDURES-GENERAL

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

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

4.3.3

AUDIT PROCEDURES-INTERNAL CONTROLS

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

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

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

AUDIT PROCEDURES-COMPLIANCE

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

THE AUDIT will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Gilbert Associates will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements.

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

IDENTIFYING and ensuring that the District complies with laws, regulations, contracts, and agreements is the responsibility of the District's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Gilbert Associates will perform tests of the District's

4.3.4

compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

FORM AND CONTENT OF REPORTS

FORM AND CONTENT of the audit reports will be in conformity, to the extent practicable, with such form and content as may be prescribed by the Controller's Office of the State of California under Section 41020 of the Education Code, and as detailed in the Department's publication titled, "Standards & Procedures for Audits of California K-12 Local Educational Agencies".

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

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

AUDIT ASSISTANCE

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

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

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

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

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

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

BEGINNING WORK

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

4.3.5

RENDERING REPORTS

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

COMPENSATION

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

THE TOTAL AMOUNT which may be billed for the audit of the year-end June 30, 2003, pursuant to the provisions of this contract will not exceed $28,000.

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

THE DISTRICT must implement the new financial reporting model as prescribed by the Governmental Accounting Standards Board (GASB) No. 34 for the year-ended June 30, 2003. We anticipate additional hours will be required to assist the District with implementation of GASB 34. We are available to assist in the GASB 34 conversion. This additional time will vary depending on the extent of consulting needed to implement the changes. This additional time is not reflected above and will be billed at Gilbert Associates standard rates on an "as requested" basis.

GOVERNMENT AUDITING STANDARDS - require that we provide you with a copy of our most recent quality control review report. Our 2001 peer review report accompanies this letter.

IT IS FURTHER AGREED

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

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

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

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

4.3.6

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

FILING OF REPORTS

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

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

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

GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____

Title Superintendent

Date _____

By _____

Assistant Superintendent
Title Business & Support Services

Date _____

GILBERT ASSOCIATES, INC.

By Thomas M. Gilbert

Title Principal/Shareholder

Date 3-6-03

4.3.7

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 02/03.26 Authorizing the County Superintendent to Establish and Maintain a Countywide Contractor's Register.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The attached resolution authorizes the Placer County Office of Education to establish and maintain a countywide contractor register for all of the school districts. This relieves the District from having to advertise and maintain its own contractor register.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 02/03.26 authorizing the County Superintendent to establish and maintain a countywide contractor's register.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 02/03.26

A RESOLUTION AUTHORIZING THE)
COUNTY SUPERINTENDENT TO ESTABLISH)
AND MAINTAIN A COUNTY-WIDE)
CONTRACTOR'S REGISTER.)
(PUBLIC CONTRACT CODE 20116, 20657))

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held the 18th day of March 2003, by roll call vote.

AYES:
NOES:
ABSENT:

==========

WHEREAS, Public Contract Code 20116, and 20657 require school districts and community colleges that choose to utilize formal bidding for projects that cost up to the dollar limits specified for formal bidding to publish a notice inviting any contractor to register who wishes to be notified of informal bidding projects;

WHEREAS, it is cost effective to publish an annual notice that establishes a single, county-wide register for all Placer County school districts rather than establishing individual registries for each school district;

NOW THEREFORE, the Board of Trustees of the above titled district **FINDS, DECLARES, RESOLVES AND ORDERS** as follows:

1. The County Superintendent of Schools is authorized to include the above-entitled district in a countywide contractor's register for the 2003-2004 school year which complies with the informal bidding procedures required in Public Contract Code 20116 and 20657.

2. The County Superintendent of Schools is further authorized to publish the necessary legal notice, prepare the contractor's register, and provide the District with one (1) copy of the completed register. The District shall be responsible for giving contractors listed in the register notice of its informal bid projects in the time and manner provided by Public Contract Code 20116 and 20657.

4.4.1

Passed and adopted on this 18th day of March 2003, Western Placer Unified School District at Placer County, California.

_____
President of the Board

ATTEST:

_____, Clerk

4.4.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve the FY 2003-04 Western Placer Unified School District's Community Facility District (CFD) No. 1 Special Tax Rate.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

No

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City Council evidenced by a resolution. The determination shall be made based upon the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date. The escalation factor for FY 2003-04 is calculated at 2.6%. The escalation factor increases the CFD's amount for new residential development from $4.43 per square foot of living space per single family home to $4.55 per square foot.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2003-04 Western Placer Unified School District's Community Facility District (CFD) No. 1 Special Tax Rate.

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:
Certification of 2002-2003 Temporary Athletic Team Coaches

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Form & Letter

MEETING DATE:
March 18, 2003

BACKGROUND:

•Pursuant to Title 5, California Code Section 5594 that requires a local Board of Trustees to certify by April 1 of each year that the provisions of Sections 5593 and 5594 have been met, it is being requested the Board take action to certify local temporary athletic team coaches.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve the 2002-2003 certification of temporary athletic team coaches.

Eva\h:\wpfiles\Board\format4

4.4

PLACER COUNTY OFFICE OF EDUCATION

360 Nevada Street, Auburn, CA 95603-3779 (530) 889-8020
Bud Nobili, County Superintendent of Schools

March 10, 2003

TO: ALL DISTRICT SUPERINTENDENTS

FROM: THOMAS J HALL, DIRECTOR TECHNOLOGY AND HUMAN RESOURCES

SUBJECT: LOCAL BOARD CERTIFICATION OF ATHLETIC COACHES

If you are going to hire temporary athletic coaches for the 2002-03 school year, pursuant to Title 5, California Code Section 5594 which requires a local board of trustees to certify by April 1 of each year that the provisions of Sections 5593 and 5594 have been met, you will need to complete the attached certification form and mail it to the address for the State Board of Education, listed on the form itself. Send a copy of the completed form to the county office, attention Mary Ann Garcia.

If you need more information regarding this, please contact Donna Bezdecheck, Consultant, Health Promotion Office at (916) 657-5085.

TJH:mag
Attachment

H.6.1

CERTIFICATION 2002-03
TEMPORARY ATHLETIC TEAM COACHES

TO STATE BOARD OF EDUCATION:

Title 5, California Code of Regulations, Section 5594, requires:

By April 1 of each year, each local governing school board shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify the school district has met the conditions set forth in Title 5, Sections 5593 and 5594.

_____	_____	_____
President	**Board of Trustees**	**Date**

Return to: State Board of Education
Department of Education
721 Capitol Mall, Room 532
Sacramento, CA 95814

4.6.2

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.		
BOARD OF TRUSTEE/GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*	
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, 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:
Ratification of API Expenditure

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
March 18, 2003

BACKGROUND:

The Lincoln High School SBLT is recommending the attached expenditure for Board approval from their API funds.

ADMINISTRATION'S RECOMMENDATION:
Administration recommends approval to expend the funds.

4.1

LINCOLN HIGH SCHOOL
SITE – BASED LEADERSHIP TEAM
790 J STREET
LINCOLN, CA 95648
PHONE (916) 645-6360
FAX (916) 645-6349

To: Western Placer Unified Board of Trustees

From: Gay Radovich, President, Lincoln High SBLT

Date: March 3, 2003

The Lincoln High School Site-based Leadership Team voted on February 27, 2003 to approve the following expenditures from the API funds:

- Grade Quick Site License $745
- School Beautification $1500
- Testing rewards $3000

4.7.1

REPORTS

AND

COMMUNICATION

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Program Focus Area: Physical Education

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
March 18, 2003

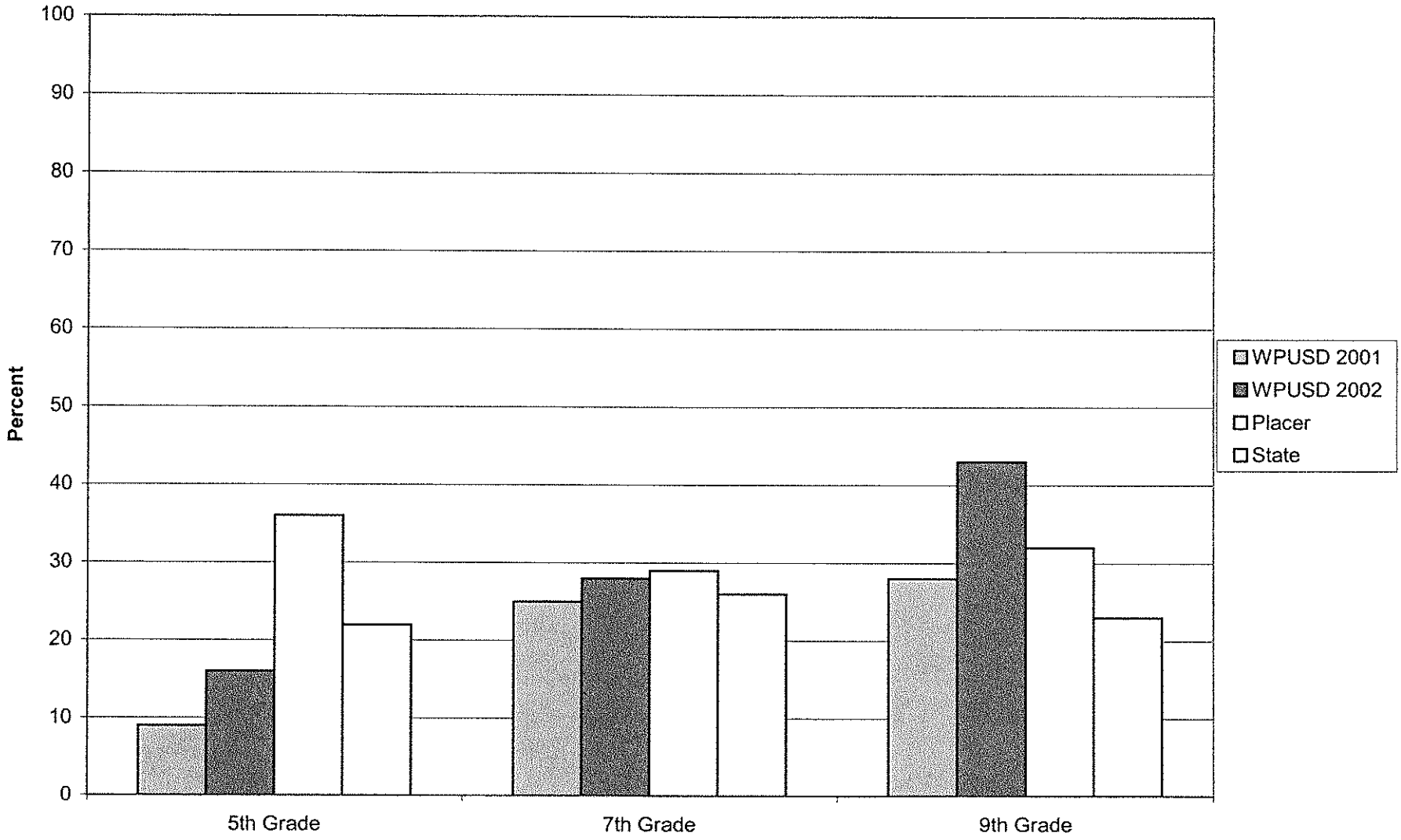
BACKGROUND:

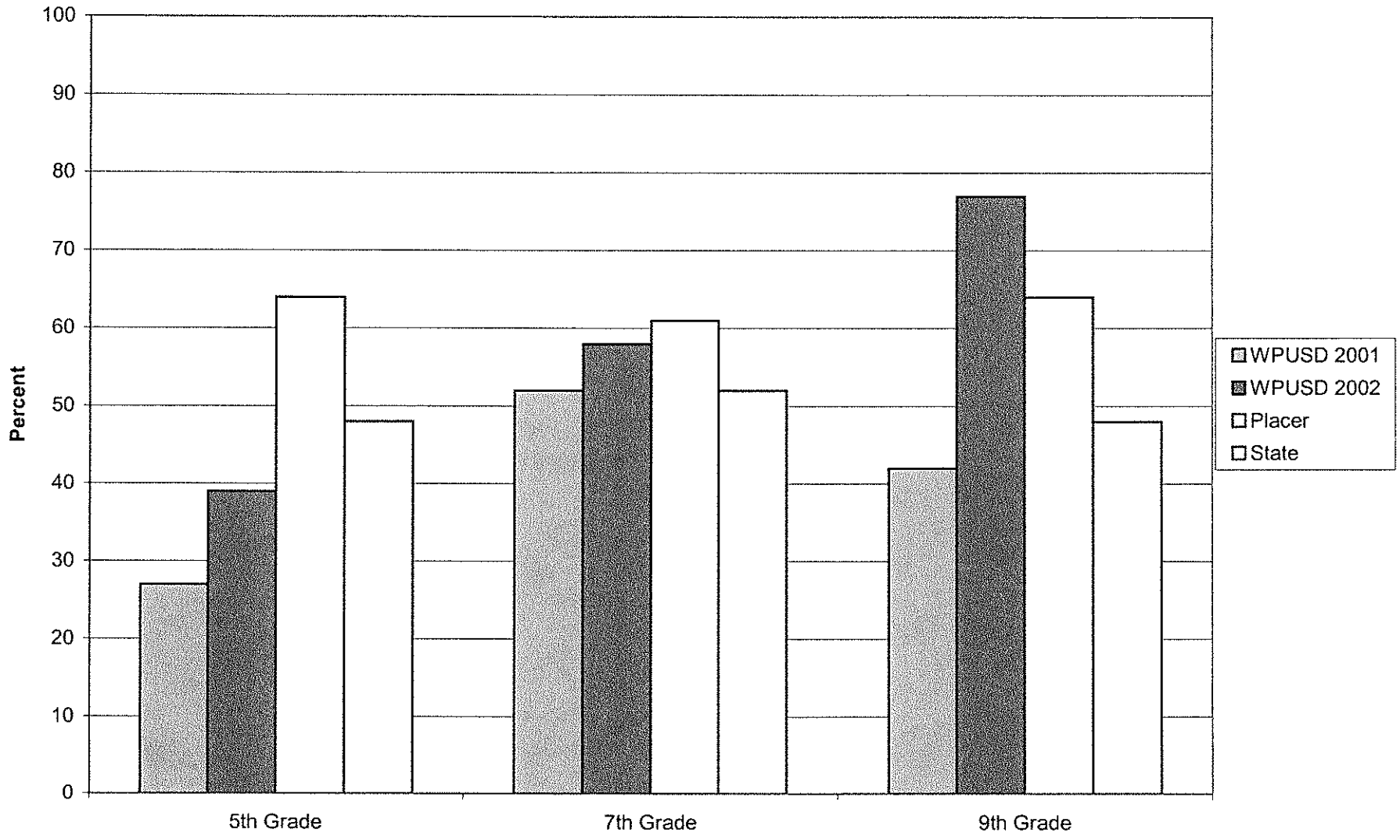
An updated report on physical fitness testing will be presented to the Board.

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

6.5.7

Percent Meeting 6 of 6




Percent meeting 5 of 6
100
90
80
70
60
50
40
30
20
10
0
Percent
5th Grade
7th Grade
9th Grade
WPUSD 2001
WPUSD 2002
Placer
State

California Department of Education
Standards and Assessment Division
Prepared: 3/12/2003 11:52:51 AM

State: California
County: Placer
District: Western Placer Unified

--- Select another report here ---

Schools: -- List of Schools --

2000-01 California Physical Fitness Report
Summary of Results

Additional information can be found at the Standards and Assessment Division's California Physical Fitness Test site.

	Grade 5			Grade 7			Grade 9		
Physical Fitness Tasks	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**
Aerobic Capacity	250	41.2	58.8	234	73.9	26.1	209	75.1	24.9
Body Composition	250	38.0	62.0	234	46.6	53.4	209	81.8	18.2
Abdominal Strength	250	75.2	24.8	234	90.2	9.8	209	95.2	4.8
Trunk Extension Strength	250	81.2	18.8	234	85.0	15.0	209	50.2	49.8
Upper Body Strength	250	53.6	46.4	234	69.2	30.8	209	79.4	20.6
Flexibility	250	62.4	37.6	234	70.5	29.5	209	42.6	57.4

	Grade 5			Grade 7			Grade 9		
Number of fitness standards achieved	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**
6 of 6 fitness standards	23	9.2	9.2	58	24.8	24.8	59	28.2	28.2
5 of 6 fitness standards	45	18.0	27.2	63	26.9	51.7	28	13.4	41.6
4 of 6 fitness standards	60	24.0	51.2	58	24.8	76.5	66	31.6	73.2
3 of 6 fitness standards	64	25.6	76.8	22	9.4	85.9	30	14.4	87.6
2 of 6 fitness standards	36	14.4	91.2	26	11.1	97.0	17	8.1	95.7
1 of 6 fitness standards	12	4.8	96.0	6	2.6	99.6	5	2.4	98.1
0 of 6 fitness standards	10	4.0	100.0	1	0.4	100.0	4	1.9	100.0

California Department of Education
Standards and Assessment Division
Prepared: 3/12/2003 12:44:12 PM

State: California
County: Placer
District: Western Placer Unified

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Schools: -- List of Schools --

2001-02 California Physical Fitness Report
Summary of Results

Additional information can be found at the Standards and Assessment Division's California Physical Fitness Test site.

	Grade 5			Grade 7			Grade 9		
Physical Fitness Tasks	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**
Aerobic Capacity	311	47.9	52.1	288	71.9	28.1	261	71.3	28.7
Body Composition	311	43.1	56.9	288	52.8	47.2	261	81.6	18.4
Abdominal Strength	311	74.6	25.4	288	94.4	5.6	261	95.0	5.0
Trunk Extension Strength	311	83.9	16.1	288	95.8	4.2	261	81.6	18.4
Upper Body Strength	311	64.3	35.7	288	62.2	37.8	261	84.3	15.7
Flexibility	311	66.2	33.8	288	72.6	27.4	261	92.7	7.3
	Grade 5			**Grade 7**			**Grade 9**		
Number of fitness standards achieved	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**
6 of 6 fitness standards	49	15.8	15.8	81	28.1	28.1	113	43.3	43.3
5 of 6 fitness standards	73	23.5	39.2	85	29.5	57.6	88	33.7	77.0
4 of 6 fitness standards	71	22.8	62.1	50	17.4	75.0	41	15.7	92.7
3 of 6 fitness standards	46	14.8	76.8	43	14.9	89.9	8	3.1	95.8
2 of 6 fitness standards	39	12.5	89.4	26	9.0	99.0	5	1.9	97.7
1 of 6 fitness standards	23	7.4	96.8	3	1.0	100.0	6	2.3	100.0
0 of 6 fitness standards	10	3.2	100.0	0	0.0	100.0	0	0.0	100.0

California Department of Education
Standards and Assessment Division
Prepared: 3/12/2003 1:14:11 PM

State: California
County: Placer

--- Select another report here ---

Districts: -- List of Districts --

2001-02 California Physical Fitness Report
Summary of Results

Additional information can be found at the Standards and Assessment Division's California Physical Fitness Test site.

	Grade 5			Grade 7			Grade 9		
Physical Fitness Tasks	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**
Aerobic Capacity	3,326	69.5	30.5	3,140	72.5	27.5	3,873	68.4	31.6
Body Composition	3,326	74.4	25.6	3,140	73.3	26.7	3,873	80.1	19.9
Abdominal Strength	3,326	87.9	12.1	3,140	87.6	12.4	3,873	89.2	10.8
Trunk Extension Strength	3,326	88.2	11.8	3,140	86.7	13.3	3,873	81.2	18.8
Upper Body Strength	3,326	73.7	26.3	3,140	64.1	35.9	3,873	68.8	31.2
Flexibility	3,326	72.6	27.4	3,140	66.3	33.7	3,873	75.9	24.1
	Grade 5			**Grade 7**			**Grade 9**		
Number of fitness standards achieved	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**
6 of 6 fitness standards	1,183	35.6	35.6	921	29.3	29.3	1,246	32.2	32.2
5 of 6 fitness standards	960	28.9	64.4	999	31.8	61.1	1,240	32.0	64.2
4 of 6 fitness standards	578	17.4	81.8	577	18.4	79.5	714	18.4	82.6
3 of 6 fitness standards	317	9.5	91.3	322	10.3	89.8	365	9.4	92.0
2 of 6 fitness standards	148	4.4	95.8	153	4.9	94.6	139	3.6	95.6
1 of 6 fitness standards	52	1.6	97.4	44	1.4	96.1	46	1.2	96.8
0 of 6 fitness standards	88	2.6	100.0	124	3.9	100.0	123	3.2	100.0

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California Department of Education
Standards and Assessment Division
Prepared: 3/12/2003 1:14:33 PM

State: California

--- Select another report here ---

Counties: -- List of Counties --

2001-02 California Physical Fitness Report
Summary of Results

Additional information can be found at the Standards and Assessment Division's California Physical Fitness Test site.

	Grade 5			Grade 7			Grade 9		
Physical Fitness Tasks	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**	**Total[1] Tested**	**% In HFZ**	**% Not in HFZ**
Aerobic Capacity	463,322	56.5	43.5	424,913	57.4	42.6	377,311	47.5	52.5
Body Composition	463,322	65.9	34.1	424,913	66.3	33.7	377,311	64.7	35.3
Abdominal Strength	463,322	78.1	21.9	424,913	80.7	19.3	377,311	77.7	22.3
Trunk Extension Strength	463,322	84.1	15.9	424,913	86.4	13.6	377,311	79.7	20.3
Upper Body Strength	463,322	62.5	37.5	424,913	62.2	37.8	377,311	61.1	38.9
Flexibility	463,322	63.7	36.3	424,913	69.3	30.7	377,311	65.5	34.5
	Grade 5			**Grade 7**			**Grade 9**		
Number of fitness standards achieved	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**	**Number**	**Percent**	**Cum. Percent**
6 of 6 fitness standards	102,872	22.2	22.2	110,046	25.9	25.9	85,558	22.7	22.7
5 of 6 fitness standards	118,667	25.6	47.8	111,244	26.2	52.1	95,083	25.2	47.9
4 of 6 fitness standards	97,954	21.1	69.0	83,594	19.7	71.8	73,689	19.5	67.4
3 of 6 fitness standards	68,024	14.7	83.6	55,790	13.1	84.9	48,553	12.9	80.3
2 of 6 fitness standards	39,351	8.5	92.1	31,215	7.3	92.2	26,232	7.0	87.2
1 of 6 fitness standards	17,662	3.8	95.9	13,761	3.2	95.5	13,195	3.5	90.7
0 of 6 fitness standards	18,792	4.1	100.0	19,263	4.5	100.0	35,001	9.3	100.0
Total tested	463,322	100.0		424,913	100.0		377,311	100.0	

INFORMATION

DISCUSSION

ACTION ITEMS

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___ Complies with Site Plan (LIP)___
2. Fosters a safe, caring environment where individual differencesare valued and respected.	Complies with Governance & Management Document ___
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, 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:
Adoption of Revised Policies
To Comply with Section 9524(b)
Of the *No Child Left Behind Act*
BP 5127 Graduation Ceremonies
And Activities; BP 6141.2 Recognition
of Religious Beliefs and Customs

AGENDA ITEM AREA:
DISCUSSION/ACTION

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Policies & Informational Materials

MEETING DATE:
March 18, 2003

BACKGROUND:

•The District must assure and certify to the California State Board of Education that the LEA, has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt the revisions to BP 5127 and BP 6141.2 to be in compliance with *No Child Left Behind Act.*

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STUDENTS

Graduation Ceremonies and Activities

High school graduation ceremonies shall be held to recognize those students who have successfully completed the required course of study satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 3260 - Fees and Charges)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

High school students who have passed the California High School Proficiency Examination or the General Education Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

~~The school or district shall not direct invocations, prayers or benedictions at graduation ceremonies.~~

School officials may not mandate or organize prayer at graduation or select speakers for such events in a manner that favors religious speech such as prayer. Where students or other private graduation speakers are selected on the basis of genuinely neutral, evenhanded criteria and retain primary control over the content of their expression, however, that expression is not attributable to the school and therefore may not be restricted because of its religious (or anti-religious) content. To avoid any mistaken perception that a school endorses student or other private speech that is not in fact attributable to the school,

7.1.1

STUDENTS

Graduation Ceremonies and Activities

school officials may make appropriate, neutral disclaimers to clarify that such speech (whether religious or nonreligious) is the speaker's and not the school's.

(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. School rules shall ensure that prior to denial of the privilege(s), the student, and where practicable his/her parent/guardian, is made aware of the grounds for such denial and that the student is given an opportunity to respond to the proposed denial. If privilege(s) are to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal this decision.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5144 - Discipline)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). The Superintendent or designee shall establish procedures that ensure a fair determination of the valedictorian(s) and salutatorian(s).

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

7.1.2

Graduation Ceremonies and Activities (continued)

Foreign exchange students may receive honorary diplomas during the graduation ceremony. (Education Code 51225.5)

(cf. 6145.6 - International Exchange)

Middle School Promotion Exercises

The Board desires that each middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.

Legal Reference:
EDUCATION CODE
38119 Lease of personal property; caps and gowns
48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts
51225.5 Honorary diplomas; foreign exchange students
51400-51403 Elementary school diploma
51410-51412 Diplomas
COURT DECISIONS
Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290
Lee v. Weisman, (1992) 112 S.Ct. 2649
Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863
Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:
CDE PROGRAM ADVISORIES
0615.89 Granting credit for passing GED, SPB:88/89-11
WEB SITES
CDE: http://www.cde.ca.gov

Adopted: 5/19/95
Revised: 6/18/02
New - 1994/1995 School Year (Total District Policy Book Review)
Q:5000\BP 5127

7.1.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 6141.2(a)

INSTRUCTION

Recognition of Religious Beliefs and Customs

~~Instructional programs may include references to religion and may use religious literature, art, music or symbols to illustrate the subject matter being taught. Such instruction should be designed to broaden the students' understanding of social and cultural history and their tolerance for the multiple ways of life practiced by the peoples of the world. Instruction about religious holidays shall be carefully tied to these educational objectives.~~

~~Factual and objective teaching about religion must be distinguished from religious indoctrination, which is clearly forbidden in public schools. The schools may teach about religion from a historical, cultural, sociological or other educational perspective, but must not favor the beliefs and customs of any particular religion or sect over any others in such teaching.~~

~~Staff shall be highly sensitive to its obligation not to interfere with the philosophical/religious development of each student, in whatever tradition the student embraces. School sponsored programs should not be, nor have the effect of being, religiously oriented or a religious celebration.~~

~~Instruction which is contrary to a student's religious beliefs and teachings may be optional for that student, in accordance with the Education Code.~~

~~The Governing Board recognizes that holidays demonstrate the diversity and rich heritage of our community members. Classroom decorations and costumes may express seasonal themes that are not religious in nature.~~
~~*(cf. 5113 - Absences and Excuses)*~~
~~*(cf. 6144 - Controversial Issues)*~~

~~***Legal Reference:***~~
~~*EDUCATION CODE*~~
~~*51240 Excuse from health instruction and family life and sex education due to religious belief*~~
~~*51511 Religious matters properly included in courses of study*~~

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in history. It is both proper and important for teachers to objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with society, literature or the arts. The Board

9.1.4

INSTRUCTION

Recognition of Religious Beliefs and Customs

expects that such instruction will identify principles common to all religions and foster respect for the multiple creeds practiced by the peoples of the world.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is clearly forbidden in the public schools. Instruction about religion must not favor, promote or demean the beliefs or customs of any particular religion or sect. Staff shall be highly sensitive to its obligation not to interfere with the religious development of any student in whatever tradition the student embraces.

Staff shall not endorse, encourage or solicit religious or anti-religious expression or activities among students. They shall not lead students in prayer or participate in student-initiated prayer. However, staff shall not prohibit or discourage any student from praying or otherwise expressing his/her religious belief as long as this does not disrupt the classroom.

Students may express their beliefs about religion in their homework, artwork and other written and oral reports if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, free of discrimination based on religious content.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6144 - Controversial Issues)
(cf. 6145.5 - Student Organizations and Equal Access)

Religious Holidays

Whereas teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the public schools. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration.

(cf. 5113 - Absences and Excuses)

School and classroom decorations may express seasonal themes that are not religious in nature.

7.1.5

INSTRUCTION

Recognition of Religious Beliefs and Customs

Legal Reference:
EDUCATION CODE
51240 Excuse from health instruction and family life and sex education due to religious belief
51511 Religious matters properly included in courses of study
UNITED STATES CODE, TITLE 20
6061 School prayer
COURT DECISIONS
Walleye v. Gaffer, (1985) 472 U.S. 38
Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:
U.S. DEPARTMENT OF EDUCATION
"Religion in the Public Schools: A Joint Statement of Current Law," April 1995
"Religious Expression in Public Schools," United States Department of Education, August 1995

Adopted: 1/9/84
Revised:
1994/1995 School Year (Total District Policy Book Review)
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7.1.6

Constitutionally Protected Prayer in Public Elementary and Secondary Schools

CERTIFICATION

The Western Placer Unified School District, by signature of its authorized
(Name of LEA)
representative (district superintendent or designee) hereby assures and certifies to the California State Board of Education that the LEA, has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

Name of Authorized Representative

Roger R. Yohe, District Superintendent

Signature of Authorized Representative

Name of LEA

Western Placer Unified School District

Date of Signature

3/4/03

mailed 3/6/03 erw

7.1.7

JACK O'CONNELL
State Superintendent of Public Instruction

NPUSD
Received
MAR
2003
SUPERINTENDENT'S OFFICE

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
P.O. Box 944272
Sacramento, CA
94244-2720

February 20, 2003

Dear Colleague:

On February 7, 2003, Secretary of Education Rod Paige issued a letter and "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools." The guidance refers to Section 9524(b) of the No Child Left Behind Act (NCLB) and requires that:

> As a condition of receiving funds under this Act, a local educational agency shall certify in writing to the State educational agency involved that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the guidance required under subsection (a).

The law further states that a local educational agency (LEA) must submit this certification to the state education agency (SEA) by October 1, 2002, and by October 1st of each subsequent year that the LEA participates in an NCLB program. However, for the 2002-2003 school year, the Secretary requires that the LEA must submit its initial certification to the SEA by **MARCH 15, 2003.**

You may download a copy of the Secretary's letter of February 7, 2003, the complete guidance, and a certification form from the California Department of Education Web site at *<http://www.cde.ca.gov/pr/nclb/correspondence/prayer.html >*. If you are unable to obtain this information from the Web site, please call Dr. Reuben Burton at 916-319-0387. The California Department of Education is required to send the Secretary a list of all LEAs that have not filed their certifications including those LEAs that have had a related complaint filed against them.

Please complete and sign the "Certification on Constitutionally Protected Prayer In Public Elementary and Secondary Schools" (available at *<http://www.cde.ca.gov/pr/nclb/correspondence/prayercert.rtf>*) and send to:

Dr. Reuben Burton
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814

Sincerely,

Larry E. Jaurequi, Ed.D.
Assistant Superintendent

7.1.8

THE SECRETARY OF EDUCATION
WASHINGTON, D.C. 20202

February 7, 2003

Dear Colleague:

As part of the implementation of the No Child Left Behind Act of 2001 (NCLB), I am issuing guidance today on constitutionally protected prayer in public elementary and secondary schools. The purpose of this guidance is to provide State educational agencies (SEAs), local educational agencies (LEAs) and the public with information on this important topic. The guidance also sets forth and explains the responsibilities of SEAs and LEAs with respect to this aspect of the NCLB Act. Most significantly, as a condition of receiving funds under the Elementary and Secondary Education Act (ESEA), an LEA must certify in writing to its SEA that it has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in this guidance.

The guidance clarifies the rights of students to pray in public schools. As stated in the guidance, "...the First Amendment forbids religious activity that is sponsored by the government but protects religious activity that is initiated by private individuals" such as students. Therefore, "[a]mong other things, students may read their Bibles or other scriptures, say grace before meals, and pray or study religious materials with fellow students during recess, the lunch hour, or other noninstructional time to the same extent that they may engage in nonreligious activities." Public schools should not be hostile to the religious rights of their students and their families.

At the same time, school officials may not "compel students to participate in prayer or other religious activities." Nor may teachers, school administrators and other school employees, when acting in their official capacities as representatives of the state, encourage or discourage prayer, or participate in such activities with students.

In these challenging times, it is more important than ever to recognize the freedoms we have. I hope that this guidance can contribute to a common understanding of the meaning of the First Amendment in the public school setting. I encourage you to distribute this guidance widely in your community and to discuss its contents and importance with school administrators, teachers, parents, and students.

Sincerely,

Rod Paige

7.1.9

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:
Request for Board of Trustee Support to Pursue Safe Routes To Schools Application

AGENDA ITEM AREA:
INFORMATION/DISCUSSION/ACTION

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Materials

MEETING DATE:
March 18, 2003

BACKGROUND:

•The Superintendent will review the Safe Routes to School application and request action for support.

The district and City of Lincoln will be applying to complete sidewalks, curbs and gutters, with American Disability Act intersection ramps, along with approved bike lanes connecting all city schools.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees take action to support the current Application for Safe Routes to School Program Funds..

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7.2

March 18, 2003

The members of the Western Placer Unified School District Board of Trustees voted unanimously at its meeting of March 18, 2003 to support the efforts of the Western Placer Unified School District and the City of Lincoln to apply for funds through the "Safe Routes to School Program".

The safety of our students is a major concern. The combined efforts of our City and School District working together will go a long way in making our school district environment a safe one.

_____

Karen Roberts, President

_____

Paul Long, Vice President

_____

Marcia Harris, Clerk

_____

Earl Mentze, Member

_____

Nels V. Tahti, Member

H:wpfilessafeschsupport

7.2.1

APPLICATION FORM

FOR

SAFE ROUTES TO SCHOOL PROGRAM FUNDS

Please read the instructions carefully. All sections must be completed. Failure to provide information that is required or failure to prepare the application in accordance with the instructions may result in your application being disqualified.

This entire Application Form must be submitted, including this introductory page. Applicants should download the Application Form from the Safe Routes to School (SR2S) link at www.dot.ca.gov/hq/LocalPrograms/. The brief instructions (depicted in *italicized font* throughout the application) should be deleted or erased when you answer the questions.

Limit the application to twelve (12) pages plus attachments. Attachments should be grouped and numbered to correspond with the application section number. Do not provide brochures and samples of materials unless they are directly related to a response.

APPLICANT: *Required – City of:* _____ *or County of:* _____

SCHOOL DISTRICT: *Required – Include all districts that are involved.* _____

SCHOOL NAME(S): *Required - List all schools or attach a list of all schools that are directly involved with or affected by the project – no exceptions.* _____

CALTRANS DISTRICT *Required* **ASSEMBLY DISTRICT** *Required* **SENATE DISTRICT** *Required*

SHORT DESCRIPTION OF PROPOSED IMPROVEMENTS: *Required - Provide a "short" description – 50 words or less – of the proposed improvements using project terminology described in Section IV: Project Categories, of the guidelines. Example: Construct curb, gutter and sidewalk; install bike lanes; install pavement markings and traffic signs.*

_____

_____

_____

_____

GENERAL LOCATION OF PROJECT: *Required - Provide street name or geographical references to project location(s). Attach map showing general location of improvements and the location of the school(s).*

_____

_____

_____

_____

LOCAL AGENCY PROJECT PRIORITY: *1, 2, 3, etc.....Required if applicant is submitting more than 1 application.*

PLACE A CHECK-MARK NEXT TO THE CATEGORY(IES) INCLUDED IN THIS PROJECT:

Sidewalk improvements	_____
Traffic calming and speed reduction	_____
Pedestrian/bicycle crossing improvements	_____
On-street bicycle facilities	_____
Off-street bicycle/pedestrian facilities	_____
Traffic diversion improvements	_____
Other	_____

7.2.F

Complete the following "Project Cost Estimate" section. Include only those costs that are being requested for this project. The "Total Project Cost" should not exceed $500,000.

PROJECT COST ESTIMATE: ***(Required)***

Preliminary Engineering
- Environmental..... $ _____
- PS&E..... $ _____

Right of Way
- Engineering..... $ _____
- Appraisals and Acquisitions..... $ _____

Construction
- Construction*..... $ _____
- Construction Engineering..... $ _____

Public Outreach and Education..... $ _____
(includes education, enforcement, and encouragement activities)

Subtotal..... $ _____

Contingency..... $ *(10% of Subtotal; max)*

Total Project Cost..... $ _____

Reimbursement Funds Requested..... $ the lesser amount of 90% of Total Project Cost, or, $450,000

Note: Section 9 of this application requires the applicant to provide further details on the construction costs. The amount shown on the "Construction" line item, above, should match the total construction costs tallied in Section 9, or an explanation must be given for the discrepancy in that section.

The following parts of this Application Form request specific project related information. Most of the sections request the applicant to provide narration related to a specific topic. Other sections contain questions that the applicant can simply answer in the space provided. Pictures, maps, exhibits, diagrams, survey summaries, petitions, etc. must be attached to the application. If a section does not apply to the proposed project or if data is not available, simply write "DNA" beneath the section heading.

1. IDENTIFICATION AND DEMONSTRATION OF NEEDS

This section allows the applicant to demonstrate the need for the project. Using the following questions and statements as a guide, provide a detailed, narrative description of the problem:

Provide some background information about the risks children are exposed to because of unsafe routes to the school(s) in your proposed project area. How and by whom have unsafe routes been identified as a local problem by organizations and officials (e.g., council or board resolution, agency's plan, etc.)? Given that unsafe routes may exist in numerous locations in your jurisdiction, explain why these routes have been targeted for improvements. Describe the magnitude of the risks facing children who walk or bicycle to schools. Use whatever demographic information, community surveys and audits, injury data, traffic and other environmental conditions that apply.

7.2.3

Select the following categories that most closely reflect the primary need(s) your project is targeting:

[ ] Increasing connectivity
[ ] Separating children from motor vehicles (along routes or at the school)
[ ] Improving children's ability to cross streets
[ ] Improving pedestrian pathways
[ ] Improving bicycle pathways
[ ] Improving visibility of motorists and children (by restricting obstacles, improving sight-lines or installing lighting, etc.)
[ ] Improving slow or safe driving by motorists
[ ] Other (please describe)

Provide photographs to illustrate the problem or hazard. Include these photographs as attachments. Maximum of 6 photos and no video tapes, please.

If applicable, describe the primary cause of student injuries. If available, attach a listing of pedestrian and bicycle injuries sustained by students on their trips to and from school during the past three years.

If it will help describe and define the nature of the problem, provide diagrams, exhibits, maps and listings as attachments to the application.

2. POTENTIAL FOR PROPOSED IMPROVEMENT TO CORRECT OR IMPROVE THE PROBLEM

This section allows the applicant to describe how the proposed solution will improve the safety for children along school routes. The applicant must clearly demonstrate the connection between the problem and the proposed solution. Using the following questions and statements as a guide, provide a detailed, narrative description of the proposed improvement:

How does the proposed project correct or improve the pedestrian/bicycle traffic safety at or near the project site, especially in reducing child injuries and fatalities? Justify your response.

Discuss how the proposed improvement is the best, most cost effective solution to the problem.

Describe options or alternatives that were considered.

If applicable, describe how the proposed solution improves traffic safety for other users of the facility or system.

If it will help describe and define the scope of the improvements, provide pictures, diagrams, exhibits or maps as attachments to the application.

3. POTENTIAL FOR ENCOURAGING INCREASED WALKING AND BICYCLING AMONG STUDENTS

This section allows the applicant and participants to describe how the proposed improvements will encourage students to walk or bicycle to school. Using the following questions and statements as a guide, provide a narrative response:

How many children (total) walk and bicycle to and from school in the proposed project? Provide historical data if it exists.

Describe the impact the project's improvements will provide to students:

Student population _____
Number of students currently traveling along route(s) targeted for improvements _____
Estimated number of students traveling along route(s) after improvements _____
% increase of travel along targeted route(s) _____
% of total student population impacted by project _____

7.2.4

Justify your responses to the figures provided above.

	Yes	No
Will the route improvements create shorter walking distances?	___	___
Will the improvements create more direct walking or cycling routes?	___	___
Will the improvements improve connectivity of the routes?	___	___

If known, describe how this project impacts pedestrian and bicycle level of service. Describe whether the improvements will enable or encourage walking and bicycling along the route(s) for other than school trips.

Describe the components of the project that will promote the use of the improved routes through education, enforcement, and encouragement.

If it will help describe how the project will encourage students to walk or bicycle to school, provide pictures, diagrams, exhibits or maps as attachments to the application.

4. CONSULTATION AND SUPPORT FOR PROJECT

This section allows the applicant to provide information on the consultation and support for the project.

List the participants and the roles they played in the development of this proposal. Identify organizations that pledged their support of the project. Attach no more than one (1) letter of support from each organization. Support letters should be addressed to the applicant, not Caltrans or the CHP. Include these letters as attachments to the application.

The following is a list of potential participants and organizations to consider as project partners:

School officials
Local traffic engineers
Law enforcement agencies
Public health agencies or organizations
School based associations
Local elected officials
Other community groups

Letters of support that are submitted after the application deadline will not be accepted nor considered in the project evaluation.

Do not submit or attach individual student survey sheets or petitions. Narratives and summaries of the surveys or petitions are acceptable.

5. POTENTIAL FOR TIMELY IMPLEMENTATION

This section requires the applicant to provide information on project implementation schedules.

Applicants must estimate dates for the following milestones based upon receiving written "authorization to proceed" from the DLAE on October 1st of the year in which this application is being prepared. Note: Any work performed prior to receiving written authorization to proceed is not eligible for reimbursement.

Obtain Environmental Clearance _____ *(date required)*

Obtain Right of Way Clearance _____ *(date required)*

Advertise Project for Construction _____ *(date required)*

Award Project _____ *(date required)*

7.2.5

Complete Construction of Project _____ *(date required)*

Project Duration from "authorization" to "completion" _____ *(approximate number of months)*

6. DEMONSTRATED COORDINATION OF RELATED ACTIVITIES

This section allows the applicant to illustrate how other activities, either on-going or planned, complement the objectives of this project. Using the following questions and statements as a guide, provide a narrative response:

Identify any partnerships, coalitions, community groups, etc. that have a goal or objective to improve the safety of pedestrian and bicycle routes that serve the school? Elaborate on the history and status of these groups. Describe the group's activities in the preparation of this application.

Describe any "education, enforcement and engineering" (3E) efforts directed at improving pedestrian and bicycle safety at the school.

Has the city, county, school or school district prepared a plan or document that addresses the transportation alternatives available to students that attend the school? If so, explain the relationship between this project and that plan.

Have other funding sources been requested or secured from other agencies or grant providers (e.g. public health, public safety, etc.) for related traffic improvements? If so, identify status, source and amount of funds. Elaborate on how these other funding sources are necessary to make the entire project a success.

List or describe any related policies, practices or documents that demonstrate an overall strategic plan for traffic safety improvements specifically targeted for the school site or school district.

7. CALIFORNIA HIGHWAY PATROL APPROVAL

If any of the improvements are located on a freeway, state highway, or county road where the California Highway Patrol has enforcement authority, the CHP must approve the proposed improvement.

California Highway Patrol Approval: _____ *(required, if applicable)*
(Signature)

_____
(Print Signing Officer's Name and Division)

7.2.6

8. DETAILED CONSTRUCTION COSTS: *(Required)*

The following categories of work replicate *Chapter 24.4 Project Categories*. Identify the category (or categories) that contain descriptions of work that are included in the project. Provide some level of detail of the estimated costs associated with specific components. Examples are shown in *italics*, which should be deleted or erased on the application that is submitted to Caltrans for review.

Sidewalk improvements: Includes new sidewalks, widened sidewalks, sidewalk gap closures, sidewalk repairs, curb cuts for ramps, curb and gutter, etc.

-New sidewalks: $50,000 (includes curb cuts)
-Curb and gutter: $35,000

Traffic calming & speed reduction: Includes roundabouts, traffic circles, neck downs, sidewalk bulb-outs, speed humps, raised crosswalks, raised intersections, narrowed traffic lanes, full or half-street closures, and other speed reduction techniques. May also include traffic signs, stripes and pavement markings.

- # of Speed humps @ ____ ea. = $25,000

Pedestrian/bicycle crossing improvements: Includes new or upgraded traffic signals, crosswalks, median refuges, pavement markings, traffic signs, traffic stripes, lighted crosswalks, pedestrian and/or bicycle over-crossings and under-crossings, flashing beacons, traffic signal phasing extensions, bicycle-sensitive signal actuation devices, pedestrian activated signal upgrades and sight distance improvements.

-Upgrade traffic signal: $60,000 (includes bicycle-sensitive detectors, pedestrian activated push buttons, and upgraded Walk/Don't Walk indicators)
-Traffic signs: $10,000
-Pavement markings: $10,000

On-street bicycle facilities: Includes new or upgraded bikeways, widening outside traffic lanes and/or roadway shoulders, geometric improvements, curve corrections, turning lanes, channelization and roadway realignment. May also include traffic signs, stripes and pavement markings.

-Widen shoulders at various locations: $150,000
-Misc. Striping: $5,000

Off-street bicycle/pedestrian facilities: Includes exclusive bicycle and/or pedestrian trails and pathways, bicycle parking facilities, bicycle racks and lockers, etc. May also include traffic signs, stripes and pavement markings.

-Bicycle lockers: $10,000

Traffic diversion improvements: Includes improved pick-up/drop-off areas, separation of pedestrians and bicycles from vehicular traffic adjacent to school facilities, and traffic diversion away from school zones or designated routes to school. May also include traffic signs, stripes and pavement markings.

-pick-up/drop-off area: $15,000
-Misc. signs and stripes: $5,000

Total Construction Costs: *(Add all costs shown above and write the total amount on this line. This amount should match the "Construction" line item cost estimate shown on Page 2 of this application form. If the amounts do not match, explain the discrepancy in this space.)*

7.2.1

9. APPLICATION SIGNATURES *(Required)*

An agency official, representing the applicant, must sign the application. The undersigned affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge. If portions of the improvements extend into areas where the applicant has no jurisdictional authority, a notation must be made that officials representing the affected local agencies support the project. In the notation, provide names and telephone numbers of whom to contact for corroboration. Only one agency official needs to sign the application. "Agency Official" means Director, Assistant Director, Executive Director, Assistant Executive Director, or their respective designated administrators, engineers, or planners.

Agency Official: _____ *(required)*
Name
_____ *(required)*
Signature
Title: _____ *(required)*

Phone Number: _____ *(required)*

Email: _____ *(if available)*

Notation: *(If applicable)*

A school official must sign the application. If the project encompasses several schools within a single school district, a signature from an official representing the school district is required. If the project involves several schools from different school districts, a notation must be made that school district officials representing the other schools affected by this project support it. In the notation, provide names and telephone numbers of whom to contact for corroboration. Only one school official needs to sign the application. "School Official" means Superintendent, Principal or other administrative official authorized to sign on behalf of the school(s).

School Official: _____ *(required)*
Name
_____ *(required)*
Signature

Title: _____ *(required)*

Phone Number: _____ *(required)*

Email: _____ *(if available)*

Notation: *(If applicable)*

7.2.24

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___

SBLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Status of Construction Technology Home at 642 "J" Street

AGENDA ITEM AREA:
INFORMATION/DISCUSSION

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:

MEETING DATE:
March 18, 2003

BACKGROUND:

•The Superintendent will review the status of the home built by the Construction Technology Class, located at 642 "J" Street. The home will be completed in May.

The Superintendent will request discussion on the available options in regard to the completed house.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees discuss the options available when the home at 642 "J" is completed in May.

Eva\h:\wpfiles\Board\format5

7.3

Tentative Options for Discussion
Construction Technology
Lincoln High School
March 18,2003

New Home 642 J Street

1. Advertise open house, sealed bids, minimum pricing.

2. Advertise, open auction, pre-certified bids.

3. Pre-qualified buyers, sale as affordable housing.

4. Maintain home as asset, rent to teachers.

5. Market home with local realtor (pro bono).

6. Other options.

No action will be taken. Preferred options will be researched and information will be brought back to the Board for action in May.

7.3.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve the Land Purchase and Sale Agreement for the 16.518 Acre School Site from Lincoln Ranch, LLC.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

Attached for the Board of Trustees' review and consideration is the Land Purchase and Sale Agreement for the school site located in the Foskett Ranch subdivision. The purchase price, based on a November 1, 2001 appraisal of $200,000.00 per acre, is $3,303,600.00. The cost of the school site will be funded from the District's Certificates of Participation which were issued for property acquisition. Under the State's current school construction program, fifty-percent of the purchase price will be reimbursed to the District.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Land Purchase and Sale Agreement for the 16.518 acre school site from Lincoln Ranch, LLC.

9.4

LAND PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated for reference purposes as of February ___, 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.

7.4.1

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.

7.4.2

B. SCHOOL SITE ASSESSMENT STUDIES AND APPROVAL PROCESS

Prior to the Close of Escrow, the DISTRICT must first obtain necessary approvals for the school site from DTSC.

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.

D. SECTION 404 PERMIT

SELLER shall have procured a Section 404 Permit allowing for the development of SELLER'S Project from the U.S. Army Corps of Engineers (the "Section 404 Permit"), and the DISTRICT shall have had the opportunity to review the Section 404 Permit and determine that the conditions of approval and other requirements of the Section 404 Permit will not adversely affect the DISTRICT'S plans to develop a public school on the selected site (the "Section 404 Permit Contingency"). DISTRICT shall exercise reasonable discretion in making this determination. If the DISTRICT does not give SELLER a written notice of disapproval (stating the basis therefor in reasonable detail) within three (3) business days after receipt of the complete Section 404 Permit from SELLER, the Section 404 Permit shall be deemed approved and the Section 404 Permit Contingency shall be deemed satisfied.

If any of the conditions set forth in this Section VII have not been satisfied or waived on or before March 3, 2003 or such later date as the parties may mutually agree in writing (the "Outside Contingency 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. If the Section 404 Permit Contingency has not been satisfied (or deemed satisfied) by the Outside Contingency Date, AND if DISTRICT waives all of the other contingencies in writing, then the Outside Contingency Date for satisfaction of the Section 404 Permit Contingency ONLY shall be extended until the date that is three (3) business days after the date the DISTRICT receives the complete Section 404 Permit from SELLER; provided, however, that the Outside Contingency Date shall be no later than June 2, 2003 under any circumstances.

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.

7.4.3

The Closing Date for the purchase and sale of the Property shall be March 3, 2003 or, if the Outside Contingency Date is extended pursuant to Section VII above, the date that is two (2) business days after the Outside Contingency Date. The parties may mutually agree in writing to extend the Closing Date.

IX. TITLE

Title is to be free of all liens, encumbrances, easements, restrictions, rights, and conditions of record known to SELLER, other than (i) the specific exceptions listed in the preliminary title report, (ii) a Grant of Easement to Sierra Pacific Industries (which Grant of Easement must be provided to satisfy a City Condition of Approval for SELLER'S overall development project), and (iii) all easements and other conditions created or shown on the Final Map to be recorded by SELLER consistent with the tentative subdivision map previously approved by the CITY. Further, after the Closing Date, DISTRICT shall grant such reasonable temporary construction easements as may be requested by SELLER or the developer of the single-family portion of the Project, subject to customary protections and assurances and non-interference with DISTRICT'S use and enjoyment of its Property. 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.

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

7.4.4

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 and a temporary easement for the purpose described below, 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 by April 15, 2003 with a temporary easement in a location reasonably acceptable to DISTRICT 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;

(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 such as the "Declaration of Development Covenants, Conditions and Restrictions" in substantially the form approved by DISTRICT and attached hereto as Exhibit C, and if such Declaration of Development Covenants, Conditions and Restrictions includes, in Exhibit E thereto 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 in the Declaration of Development Covenants, Conditions and Restrictions, then

1.4.5

notwithstanding anything in this Section XIII 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, and the Declaration of Development Covenants, Conditions and Restrictions is recorded in the Official Records of Placer County binding the developer to assure the timely construction of the segment of the Joiner Parkway Extension serving the school site, 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.

7.4.6

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.

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.

1.4.1

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

1.4.8

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: _____ SELLER: _____
DISTRICT: _____ DISTRICT: _____

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

1.4.10

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; (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:

7.4.11

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: _____
Douglas A. Foskett, Co-Manager

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

1.9.17

EXHIBIT A

THE SCHOOL PROPERTY
(LOT "D")

All that certain real property situate in the City of Lincoln, County of Placer, State of California, described as follows:

All that portion of the West one-half of Section 9, Township 12 North, Range 6 East, M. D. M., described as follows:

COMMENCING at the Northwest corner of said Section 9; thence from said point of commencement along the West line of said Section 9, South 00°24'30" East 1,149.00 feet; thence North 89°35'30" East 46.24 feet; thence along the arc of a tangent curve to the right, concave to the southwest, having a radius of 700.00 feet, a central angle of 89°58'18", a length of 1099.21 feet and being subtended by a chord bearing South 45°25'21" East 989.70 feet; thence South 00°26'12" East 562.76 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning; North 89°33'48" East 30.00 feet; thence along the arc of a non-tangent curve to the right, concave to the southeast, having a radius of 25.00 feet, a central angle of 90°00'00", a length of 39.27 feet and being subtended by a chord bearing North 44°33'48" East 35.36 feet; thence North 89°33'48" East 247.92 feet; thence along the arc of a tangent curve to the left, concave to the north, having a radius of 961.00 feet, a central angle of 19°18'20", a length of 323.80 feet and being subtended by a chord bearing North 79°54'38" East 322.28 feet; thence North 70°15'28" East 66.08 feet; thence along the arc of a tangent curve to the right, concave to the south, having a radius of 20.00 feet, a central angle of 78°51'00", a length of 27.52 feet and being subtended by a chord bearing South 70°19'02" East 25.40 feet; thence along the arc of a reverse curve to the left, concave to the northeast, having a radius of 122.00 feet, a central angle of 59°59'42", a length of 127.75 feet and being subtended by a chord bearing South 60°53'23" East 121.99 feet; thence North 89°06'46" East 280.72 feet; thence along the arc of a tangent curve to the right, concave to the south, having a radius of 30.00 feet, a central angle of 22°19'54", a length of 11.69 feet and being subtended by a chord bearing South 79°43'17" East 11.62 feet; thence along the arc of a reverse curve to the left, concave to the northwest, having a radius of 50.00 feet, a central angle of 134°39'48", a length of 117.52 feet and being subtended by a chord bearing North 44°06'46" East 92.28 feet; thence along the arc of a reverse curve to the right, concave to the east, having a radius of 30.00 feet, a central angle of 22°19'54", a length of 11.69 feet and being subtended by a chord bearing North 12°03'11" West 11.62 feet; thence North 89°06'46" East 413.98 feet; thence South 00°53'14" East 334.62 feet; thence North 89°58'24" West 170.87 feet; thence South 73°58'51" West 697.10 feet; thence South 82°59'27" West 278.55 feet; thence North 89°17'46" West 228.03 feet; thence South 62°50'07" West 39.91 feet; thence South 00°26'12" East 88.88 feet; thence South 16°52'10" East 123.26 feet; thence South 80°42'20" West 84.53 feet; thence South 42°13'38" West 54.23 feet; thence South 08°23'04" West 34.04 feet; thence South 89°33'48" West 77.25 feet; thence South 83°40'51" West along a radial bearing line 30.00 feet; thence along the arc of a non-tangent curve to the right, concave to the east, having a radius of 700.00 feet, a central angle of 05°52'57", a length of 71.87 feet and being subtended by a chord bearing North 03°22'40" West 71.84 feet; thence North 00°26'12" West 678.32 feet to the true point of beginning.

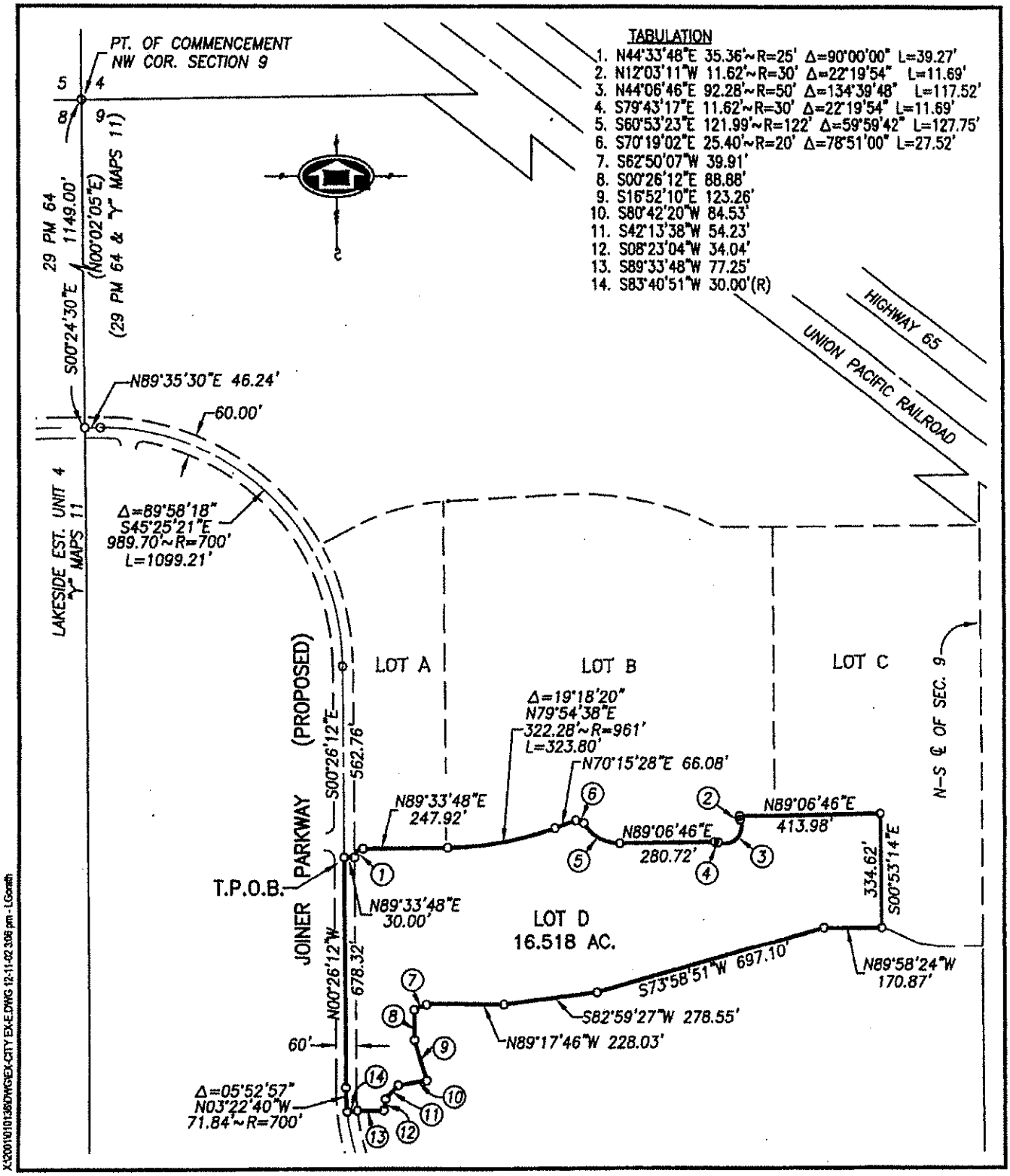
1.4.13

Containing 16.518 acres, more or less.

A.P.N. 021-150-071, portion

The basis of bearing for this legal description is local ground based upon State Plane NAD83 per the City of Lincoln GPS Control Network of section corner monuments per Book 16 of Surveys, at Page 105, Placer County Records.

7.9.14



X:\2001\01\01\38\DWG\EX-CITY EX-E.DWG 12-11-02 3:08 pm - LGorath

MORTON & PITALO, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING
1788 Tribute Road, Suite 200 • Sacramento, CA 95815
phone: 916.927.2400 • fax: 916.567.0120 • survey fax: 916.927.1185
email: engr@mpengr.com • web: www.mpengr.com

DRAWN:	LG	JOB NO:	010136
CHECKED:		DATE:	DEC. 2002
SCALE:	1"=400'	SHEET:	1 of 1

THE SCHOOL PROPERTY

PORTION OF THE W½ OF SECTION 9,
T. 12 N., R. 6 E., M.D.M.
A.P.N. 021-150-071, PORTION
CITY OF LINCOLN, PLACER COUNTY, CA

7.4.15

EASEMENT EXHIBIT

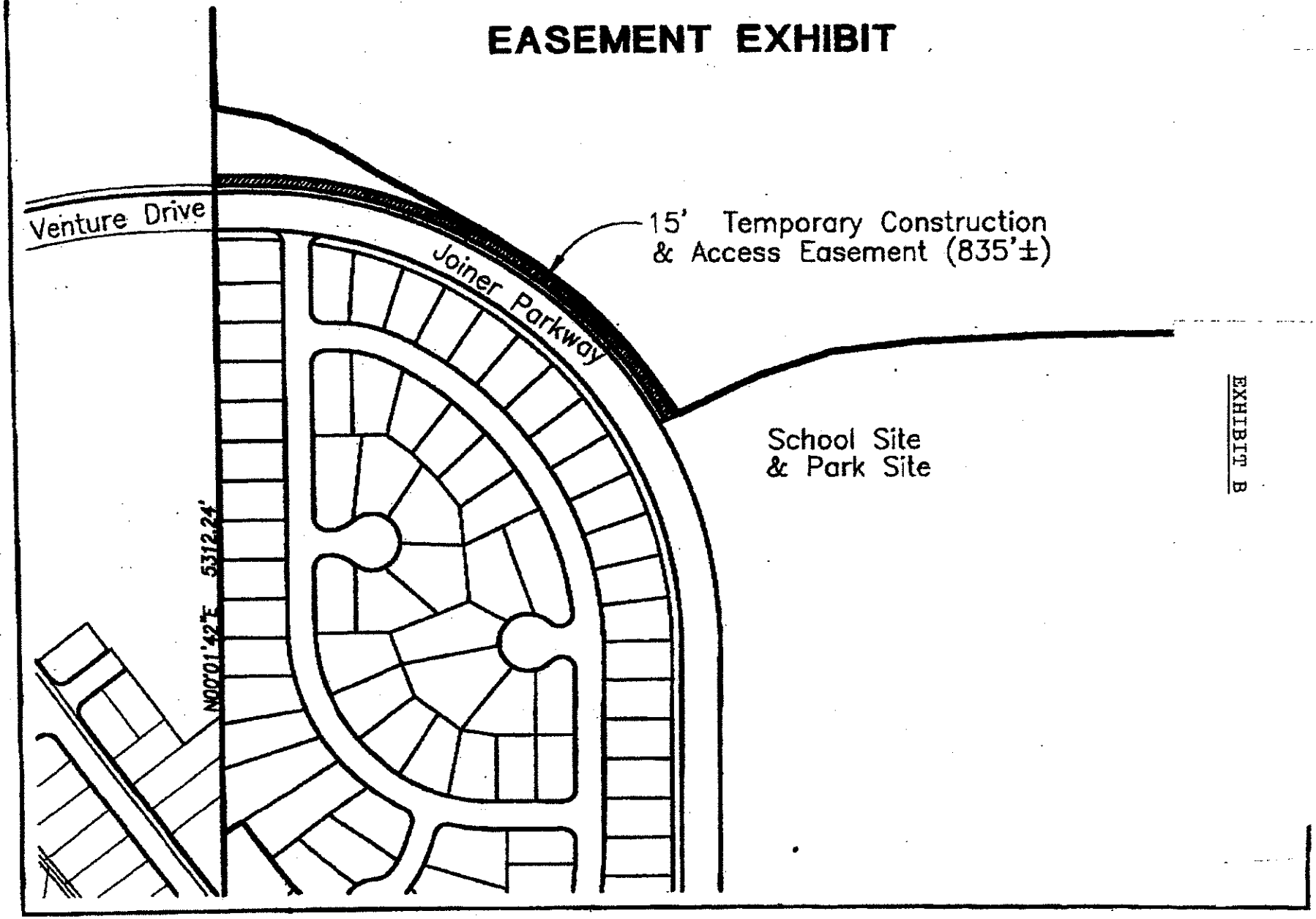


EXHIBIT B

EXHIBIT C

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Lincoln Ranch, LLC
c/o Bingham McCutchen LLP
1333 N. California Blvd., Suite 210
P.O. Box V
Walnut Creek, CA 94596-1270
Attention: Michael Greene

(Space Above for Recorder's Use Only)

DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS (the "***Declaration***"), dated for reference purposes as of _____, 2003, is made by and between _____, a _____ ("***Builder***") and Lincoln Ranch, LLC, a California limited liability company ("***Developer***").

RECITALS

A. Developer is the master developer of that certain mixed-use residential and commercial project located in the City of Lincoln, California ("***City***"), and referred to herein as the "***Project.***" The approximately 293 acres of unimproved real property upon which the Project will be developed is referred to herein as the "***Project Site.***" The development plan for the Project is attached at Exhibit A (the ***"Development Plan"***).

B. Immediately prior to the recordation of this Declaration, Builder acquired from Developer, pursuant to the Purchase and Sale Agreement (defined below), that portion of the Project Site described in Exhibit B attached and referred to herein as the "***Covered Property.***" Developer has retained those portions of the Project Site identified in the Development Plan as: (i) Lot D (the ***"School Site"***); (ii) Lot 326 (the ***"City Site"***); (iii) Parcel 2 (the ***"Performance Industrial Site"***); and (iv) Parcel 3 (the ***"Apartment Site"***). The Performance Industrial Site and the Apartment Site are referred to herein collectively as the ***"Benefited Property."***

C. Pursuant to Article 6 of the Purchase and Sale Agreement, Builder agreed to make the Covered Property subject to this Declaration in order to set forth certain obligations undertaken by Builder for the benefit of the Benefited Property relating to the design and construction of Project infrastructure and the satisfaction of Project-related exactions, mitigation measures and conditions of approval to be performed on or in connection with the Covered Property and/or the Project.

M.4.17

NOW, THEREFORE, Builder, as owner of the Covered Property, hereby covenants, agrees and declares that the Covered Property shall be owned, held, used and conveyed subject to the following covenants, conditions, restrictions and easements, all of which shall run with the Covered Property or any portion thereof until released as provided herein, and be binding upon all parties having or acquiring any right or title in the Covered Property or any part thereof until so released, and which are hereby declared to be for the benefit of Developer, its successors and assigns, and the Benefited Property.

ARTICLE 1
DEFINITIONS

Unless otherwise expressly provided elsewhere in this Declaration, the following words and phrases, when used herein, shall have the meanings set forth below.

1.1 Benefited Property. That portion of the Project Site described in Exhibit B attached. .

1.2 Builder._____, a _____, and each and all future record owners of the Covered Property or any portion thereof or any interest therein.

1.3 Business Day. Any day other than a Saturday or Sunday or legal holiday in the State of California.

1.4 City. The City of Lincoln, California.

1.5 Covered Property. That portion of the Project Site described in Exhibit C attached, comprising the Performance Industrial Site and the Apartment Site.

1.6 Declaration. This Declaration of Development Covenants, Conditions and Restrictions recorded against the Covered Property.

1.7 Developer. Lincoln Ranch, LLC, a California limited liability company, and each and all of its successors and assigns as record owners of all or any portion of the Benefited Property.

1.8 Development Conditions. All dedications, exactions, mitigation measures, conditions of approval and other requirements imposed by any Government Agencies in connection with the Project Entitlements or development of the Project (including without limitation the development of any part of the Covered Property and/or the Benefited Property).

1.9 Development Plan. The City-approved Development Plan for the Project attached hereto as Exhibit A.

1.10 Government Agencies. Any local, county, state and/or federal governmental or quasi-governmental agencies, authorities or regulatory bodies, and any public or private utility companies having jurisdiction over the development, operation or use of the Project.

7.4.18

1.11 Improvements. All buildings, outbuildings, underground installations, structures, slope, grading and grading alterations, roads, curbs, gutters, storm drains, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, ground cover, trees and shrubs, sidewalks, poles, signs, loading areas, and all other structures and development of every type and kind.

1.12 Interest Rate. The sum of the rate announced from time to time by Bank of America N.T. & S.A. (or its successor-in-interest) as its prime or reference rate plus four percent (4%) or, if less, the maximum amount allowed by law to be charged as interest in transactions of this type.

1.13 Project. Development of a mixed-use residential and commercial project located in the City of Lincoln in accordance with the Development Plan and other Project Entitlements.

1.14 Project Entitlements. All approvals, permits and entitlements necessary to develop the Project as contemplated by the Development Plan, including without limitation: (a) the General Plan amendment, re-zoning, vesting tentative map, large parcel vesting tentative map, large parcel final map, environmental impact report and general and specific development plans for the development of the Project and the Covered Property approved by the City prior to the recordation of this Declaration (the "City Approvals"); (b) all necessary approvals or clearances from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Game, California Regional Water Quality Control Board and other agencies with jurisdiction over wetlands and endangered species matters ***[add other entitlements known to be needed, if any]***, and (c) all approvals, permits or entitlements required or contemplated by the City Approvals, including without limitation final subdivision maps, improvement, utility and landscape plans for the Project Improvements, encroachment permits and grading and building permits.

1.15 Project Improvements. As defined in Section 3.2 below.

1.16 Project Improvement Schedule. The schedule of completion dates for certain of the Project Improvements attached as Exhibit E, as more particularly defined in Section 3.4 below.

1.17 Project Site. As defined in Recital A above.

1.18 Purchase and Sale Agreement. That certain Purchase and Sale Agreement and Joint Escrow Instructions between Developer and Builder, entered into as of January _, 2003, which sets forth the terms and conditions under which Builder acquired the Covered Property from Developer.

1.19 Unavoidable Delay. Any period when performance is prevented or delayed by inclement weather that is significantly atypical for the time of year, any partial destruction or damage by accident, disaster or calamity such as fire, storm, flood, landslide, subsidence, earthquake or other natural causes, strikes, picketing, and other labor disputes, lockout, labor troubles not caused by Builder's business practices, failure of power, shortages of materials or supplies, litigation under any Hazardous Waste laws, riot, insurrection or war.

7.4.19

Notwithstanding the foregoing, Unavoidable Delay shall not include economic hardship or economic inability. Builder shall give Developer written notice within ten days after the occurrence of any Unavoidable Delay to advise Developer of the existence of such delay and the circumstances giving rise to such delay.

1.20 Unit. A single family residential unit on the Covered Property.

ARTICLE 2
APPROVALS AND PERMITS

2.1 Procurement of Project Entitlements. Builder shall procure all Project Entitlements necessary to develop the Project (both the Covered Property and the Benefited Property) as contemplated by the Development Plan, using qualified engineers and other consultants reasonably approved by Developer, in accordance with the terms and conditions set forth in this Article 2; provided, however, that Builder shall have no obligation to generate, process or procure any approvals, permits or other Project Entitlements required solely for the construction of Improvements located exclusively on the Benefited Property, or any final subdivision maps, conditional use permits, building permits or other Project Entitlements that relate solely to the development of the Benefited Property. Builder shall bear all planning, engineering and other consultants' fees and costs, all Government Agency fees and charges and all other costs incurred in connection with the procurement of the Project Entitlements. Notwithstanding the generality of the foregoing obligations, Developer acknowledges that the actions of Government Agencies are largely outside of Builder's control, that Builder does not warrant that it will procure all necessary Project Entitlements, and Builder shall not be liable to Developer in damages if it is unable to procure any Project Entitlements despite using diligent good faith commercially reasonable efforts.

2.2 Project Entitlement Processing. Builder and Developer shall consult regularly during the approval process for the Project Entitlements, and Builder shall furnish to Developer monthly written narrative reports in reasonable detail setting forth and disclosing in all material respects Builder's activities hereunder and the status thereof. Without limiting the generality of the foregoing, Builder shall give Developer reasonable advance notice of scheduled meetings with consultants and any Government Agencies so that Developer may attend (or send a representative) if it so elects, and shall provide Developer with copies of all plans, studies, development proposals (or modifications), applications and other submittals (collectively, ***"Submittals"***) for Developer's review and approval before they are submitted to the City or any other Government Agency. Developer's approval of a Submittal shall not be unreasonably withheld, and shall be deemed given unless Developer notifies Builder in writing within ten business days after receipt of the Submittal, stating the basis for its disapproval in reasonable detail and, to the extent feasible, the changes that are necessary to gain Developer's approval.

2.3 Timing; Developer's Takeover Right. A schedule of certain required Project Entitlements that directly affect the development of the Benefited Property is attached as Exhibit D (the ***"Project Entitlement Schedule"***). Builder shall complete and submit those Submittals by the dates established in the Project Entitlement Schedule, and shall use diligent and commercially reasonable efforts to cause the specified Project Entitlements to be granted by the applicable dates established in the Project Entitlement Schedule. If Builder fails to make any

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Submittal by the prescribed date, or if any Project Entitlement that has not been granted by the prescribed date, regardless of fault or the occurrence of any Unavoidable Delay, or if Developer reasonably determines that Builder otherwise is failing to make reasonable progress in the Project Entitlement process, then Developer shall have the right (but not the obligation), but only after providing the notice and opportunity to cure required by Section 6.1.c below, to take over all or part of the Project Entitlement process. In such event, Builder shall pay Developer within 15 days after receipt of invoice all fees, expenses and other costs incurred by Developer in connection with the Project Entitlement process, together with a management fee equal to fifteen percent (15%) of the sum of all such fees, expenses and costs. If Builder fails to timely pay Developer any such amount, Builder also shall pay Developer interest on all outstanding amounts at the Interest Rate from the date due until paid.

2.4 Modification or Termination of Project Entitlements. Builder may amend, modify or terminate any of the existing Project Entitlements so long as there would be no (a) increase in exactions, infrastructure obligations and the like, (b) change in the permitted development or use, or (c) other material adverse affect on Developer or the development or marketing of the Benefited Property. Builder shall consult with Developer before seeking the amendment, modification or termination of any of the existing Project Entitlements. Builder shall not seek to amend, modify or terminate any of the existing Project Entitlements in any manner that would or could materially and adversely affect Developer or the development or marketing of the Benefited Property without the prior written consent of Developer, which consent may be withheld in Developer's sole and absolute discretion. Without limiting the generality of the foregoing, Builder shall not seek to increase the number of Units which can be constructed on the Covered Property in excess of the number permitted by the Project Entitlements as of the date this Declaration is recorded in the Official Records of Placer County.

2.5 No Developer Liability. The review and approval by Developer of any materials submitted to it under this Article 2 shall not be deemed to be an acknowledgment by Developer that such submitted materials are complete, accurate, are in conformance with existing laws, statutes, rules and regulations, or are otherwise sufficient to satisfy regulatory requirements or the objectives of Builder.

ARTICLE 3
DEVELOPMENT CONDITIONS AND PROJECT IMPROVEMENTS

3.1 Development Conditions. Builder shall timely comply with, perform and satisfy all Development Conditions (including without limitation the establishment and conveyance of the Environmental Preserves, as shown in the Development Plan), at its sole cost and expense, except solely for: (a) any on-site improvements located entirely within the Benefited Property; and (b) any Development Conditions that are to be performed solely on the Benefited Property or that are directly and solely allocable (*e.g.*, impact fees) to the Benefited Property.

3.2 Project Improvements.

a. In General. Without limiting the generality of Section 3.1 above, Builder shall design, perform, install or construct: (a) all grading, roadway improvements,

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landscaping, utilities (including gas, electricity, cable television, telephone/data, broadband, sewer, water and storm drainage) and other infrastructure and Improvements required by the Development Conditions that are to be performed, installed or constructed outside the Project Site; and (b) all grading, roadway improvements, landscaping, utilities (including without limitation gas, electricity, cable television, telephone/data, broadband, sewer, water and storm drainage) and other infrastructure and Improvements required by the Development Conditions (including without limitation the Environmental Preserves, as shown in the Development Plan) that are to be performed, installed or constructed within the Project Site, except solely for those Improvements that are to be performed, installed or constructed solely on the Benefited Property for the sole benefit of the Improvements to be located on the Benefited Property. The Improvements described in this Section 3.2 are referred to collectively as the ***"Project Improvements."*** Builder shall bear all planning, engineering, construction and other fees, charges and costs incurred in connection with the construction or installation of the Project Improvements, but Builder shall be entitled to prompt reimbursement from the owner of any part of the Benefited Property for the value of any fee credit, rebate or other similar benefit, if any, received by such owner as a direct result of any dedications made, Project Improvements constructed or amounts paid by Builder.

b. Joiner Parkway Extension. Builder shall construct the Joiner Parkway Extension (as shown in the Development Plan), and all related Improvements (including without limitation the curbs, gutters and utilities serving all adjoining parcels comprising the Benefited Property), in phases if Builder so elects (subject to compliance with all applicable Project Entitlements), but Builder shall complete the segment of Joiner Parkway Extension and related Improvements that serve the City Site and the School Site (as shown in the Development Plan) to the City's satisfaction by the respective dates set forth therefor in the Project Improvement Schedule. All utilities shall be designed and sized to serve the parcels comprising the Benefited Property, and shall be stubbed to the boundary lines of the parcels comprising the Benefited Property at locations designated by Developer within a timeframe that does not delay Builder in its work. Builder acknowledges that Developer or its successor as owner of the School Site will construct and use temporary utilities and a temporary access road within the dedicated Joiner Parkway Extension right of way during the period prior to Builder's completion of the Joiner Parkway Extension and permanent utilities. Builder shall coordinate its schedule and work of constructing the Joiner Parkway Extension and permanent utilities with the work of Developer or the School Site owner in installing the temporary utilities and access road, and Builder shall provide reasonably comparable alternative temporary access and utilities to the School Site if Builder needs to disrupt the School Site owner's temporary access and/or utilities at any time prior to completion of the Joiner Parkway Extension and permanent utilities.

c. Nicolaus Road Frontage. Builder shall construct all required frontage improvements along the entire boundary between the Project Site and Nicolaus Road (as shown in the Development Plan); provided, however, that Builder shall have no obligation to install curb cuts and on-site landscaping (outside the existing City easement area) for that part of the Performance Industrial Site fronting on Nicolaus Road.

d. Improvement Agreements and Security. Builder shall execute all improvement agreements and provide all bonds and other security required by the Development Conditions (including without limitation the bond securing

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performance/completion of the Joiner Parkway Extension), except solely for those Development Conditions that are to be performed solely on the Benefited Property or that are directly and solely allocable (*e.g.*, impact fees) to the Benefited Property.

e. **Construction Standards.** The Project Improvements shall be installed and constructed in a good and workmanlike manner, using materials of good quality and free from defects, in accordance with Project Improvement Plans (as defined below) approved by the City or other applicable Government Agency and the requirements of the Development Conditions and all applicable laws and requirements of the City and any other Government Agencies or utility companies. Builder shall engage only experienced, licensed, qualified contractors (collectively, ***"Builder's Contractors"***) to perform Project Improvements work. The Builder's Contractors shall be subject to Developer's prior written approval, which shall not be unreasonably withheld and shall be deemed given if Developer has not given written notice of its disapproval within five (5) business days after receipt of the request for approval. Builder shall cause each contract with a Builder's Contractor to provide that: (i) Developer shall be named as an additional insured on all liability policies; (ii) the warranty, correction and indemnity rights shall be for the benefit of Developer, as third party beneficiary, as well as Builder; (iii) the contract shall be assignable by Builder to Developer at any time upon written notice to the contractor in the event Developer exercises its self-help rights under this Agreement; and (iv) Developer shall have no payment or other obligations to the Builder's Contractor unless and until Developer expressly assumes the contract in writing.

f. **No Liens Against Benefited Property.** Builder shall keep the Benefited Property free and clear of any mechanic's liens, materialmen's liens, stop notices or other liens arising in connection with the Project Improvements or any other activities undertaken by Builder or its agents, employees, contractors or consultants (collectively, ***"Liens"***). Builder shall cause the effect of any Lien to be removed from record or appropriately bonded within thirty (30) days after receipt of notice thereof, and if Builder fails to do so, Developer shall have the right to pay whatever sum is demanded by the claimant, without inquiring as to the validity or reasonableness of the claim, in order to cause the Lien to be released. In such event, Builder shall pay Developer within 15 days after receipt of invoice all amounts paid and costs incurred by Developer in connection with the Lien, including without limitation attorneys' fees and costs, together with a management fee equal to fifteen percent (15%) of the sum of all such amounts and costs. If Builder fails to timely pay Developer any such amounts, Builder also shall pay Developer interest on all outstanding amounts at the Interest Rate from the date due until paid.

g. **Covenants for Benefit of City and School District.** Builder's obligations to construct the Joiner Parkway Extension and related improvements as set forth in this Section 3.2 are for the benefit of the City and the Western Placer Unified School District, the purchasers of the City Site and the School Site, respectively, and each of them shall be a third party beneficiary of this Declaration and shall have the right to enforce the requirements of this Declaration directly against Builder with respect to construction of the Joiner Parkway Extension and related improvements. Nothing herein shall be deemed to limit the rights of Developer or any successor owners of all or any part of the Benefited Property.

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3.3 Preparation and Approval of Plans.

a. Builder's Consultants; Project Improvement Plans. Builder shall cause experienced, qualified engineers and other consultants (collectively, ***"Builder's Consultants"***) to prepare plans and specifications for the Project Improvements (collectively, the ***"Project Improvement Plans"***). The Project Improvement Plans shall be prepared in a competent professional manner, free of material defects, and consistent with the requirements of the Development Conditions and all applicable laws and requirements of the City and other Government Agencies. All utilities shall be designed and sized to serve the Benefited Property, and Builder shall provide Developer with at least six as-builts showing actual locations of the utilities and other common infrastructure upon completion of their installation. The Builder's Consultants shall be subject to Developer's prior written approval, which shall not be unreasonably withheld and shall be deemed given if Developer has not given written notice of its disapproval within five business days after receipt of the request for approval.

b. Developer's Review of Submittals. The initial versions of all Project Improvement Plans, and any amendments, revisions or modifications thereto, shall be subject to Developer's prior written approval, which shall not be unreasonably withheld and shall be deemed given if Developer has not given written notice of its disapproval within 15 calendar days after receipt of the request for approval and complete review package. Any disapproval shall contain specific reasons for Developer's concerns. Builder shall resubmit to Developer a new set of whatever Project Improvement Plans have been disapproved, addressing Developer's concerns, within ten calendar days of receipt of Developer's written request for corrections or revisions (or such longer period as is reasonably required, given the extent of the required revisions).

c. Scope of Review; No Waiver of Future Approvals. Developer shall not be responsible for reviewing, nor shall its approval of any Project Improvement Plans be deemed an approval or assumption of responsibility with respect to, structural, safety, engineering, design, compliance with the requirements of the Development Conditions and applicable laws and requirements of the City and other Government Agencies, the existence of defects, or other matters. Neither Developer nor any agents, employees or contractors of Developer shall be liable for any damage, loss or prejudice suffered or claimed by Builder relating in any manner to the Project Improvement Plans. Developer's approval or deemed approval of any Project Improvement Plans shall not constitute a waiver of Developer's right to approve or disapprove any other Project Improvement Plans.

3.4 Completion of Project Improvements; Developer's Takeover Right. It is of the utmost importance to Developer that the Project Improvements be completed at or before the scheduled time because Developer's ability to complete the development and marketing of certain portions of the Benefited Property in accordance with its schedule is dependent on the timely completion of the Project Improvements. Accordingly, a schedule of completion dates for certain of the Project Improvements that directly affect the development of the Benefited Property is attached as Exhibit E (the ***"Project Improvement Schedule"***). Builder shall use diligent and commercially reasonable efforts to complete certain specified Project Improvements to the satisfaction of the City or other applicable Government Agency by the respective dates established in the Project Improvement Schedule. If Builder fails to complete

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any such Project Improvements by the prescribed date, regardless of fault or the occurrence of any Unavoidable Delay, or if Developer reasonably determines that Builder otherwise is failing to make reasonable progress in the construction of the Project Improvements, Developer shall have the right (but not the obligation), but only after providing the notice and opportunity to cure required by Section 6.1.c below, to enter the Covered Property and complete at Builder's expense all Project Improvements that are behind schedule. In such event: (a) upon Developer's demand, Builder shall assign to Developer all plans, specifications and existing contracts for such work; (b) Developer or its contractor(s) shall procure the insurance described in Section 3.6 below for the benefit of Builder; and (c) Builder shall pay Developer, within 15 days after receipt of invoice, all costs, fees and expenses incurred by Developer in taking over the work (including without limitation reasonable attorneys' fees and costs), together with a management fee equal to fifteen percent (15%) of the sum of all such costs, fees and expenses. If Builder fails to timely pay Developer any such amount, Builder also shall pay Developer interest on all outstanding amounts at the Interest Rate from the date due until paid.

3.5 Temporary Construction Easements.

a. Developer's Easements. Developer shall have assignable, temporary construction easements on, under, through and across such portions of the Covered Property as may be reasonably necessary from time to time for the purposes of ingress and egress to and from the Benefited Property, installation and maintenance of temporary and permanent utilities, rough grading and other purposes reasonably related to the development of the Benefited Property. If either party or the title company requires that such easements be identified and be reduced to recordable form the parties shall execute the required documentation. Developer shall not use such easements in a manner that would unreasonably and materially interfere with Builder's development or sale of the Covered Property.

b. Builder's Easements. Builder shall have temporary construction easements on, under, through and across such limited portions of the Benefited Property as may be reasonably necessary from time to time for the purposes of: (i) constructing the Project Improvements, including without limitation the Joiner Parkway Extension; (ii) performing other Development Conditions for which entry onto the Benefited Property is reasonably required; and (iii) developing the Covered Property, if no feasible alternative to entry onto the Benefited Property is available. Nothing herein shall give Builder the right to occupy or stage or store materials on the Benefited Property, or make any permanent alterations except as required to construct the Project Improvements or comply with other Development Conditions, and Builder shall promptly repair any damage that may be caused by its entry onto and activities on the Benefited Property.

3.6 Insurance.

a. Required Coverage. Builder shall, at its sole cost and expense during the entire term of this Declaration, maintain the following insurance in full force and effect:

(i) Worker's Compensation coverage as required by law, together with prudent levels of Employer's Liability Insurance; and

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(ii) Commercial General Liability coverage with respect to the Covered Property and the operations of Builder in, on or about the Covered Property with limits of not less than $5,000,000 combined single limit bodily injury, death, and property damage liability per occurrence, meeting the following requirements:

b. All Commercial General Liability policies shall contain endorsements naming Developer as an additional insured; shall provide for severability of interests and shall include a cross-liability clause permitting suits between the insureds; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds; and, shall include the following coverages: Employees as additional insureds; Broad Form Property Damage Coverage, including Completed Operations or its equivalent; Blanket Contractual Liability Coverage; and Products Liability and Completed Operations Coverage.

c. All policies must contain an endorsement affording Developer an unqualified thirty (30) days prior written notice of cancellation, nonrenewal, expiration or reduction in coverage.

d. All policies shall be issued by companies authorized to do business in California and listed in the most recent Best's rating guide as having not less than an A-:VII rating, and all policies must be written on an "occurrence" basis and must include defense outside the limits.

e. Builder shall furnish Developer with copies of certificates of insurance and original additional insured endorsements for the coverages required hereunder. ISO Form CG 20 10 11 85 or CG 20 15 09 93 shall be used for the additional insured endorsements, and the applicable policy number must be referenced therein. Within 30 days after Developer's request, Builder shall provide Developer with a certified copy of all policies required under this Declaration. Builder shall also furnish to Developer, at least 30 days before the expiration date of expiring policies, certificates of insurance showing that all premiums have been paid for the entire forthcoming policy period.

f. All policies shall be endorsed to provide that such coverage shall be primary to any insurance carried by Developer and that any insurance maintained by Developer shall not contribute with the insurance required herein.

g. If Builder fails to secure or pay the premiums for any of the policies of insurance as required, or fails to maintain such insurance, Developer may, in addition to any other rights it may have under this Declaration, or at law or in equity, after providing the notice and opportunity to cure required by Section 6.1.c below, secure such policy or policies of insurance for the account of Builder and charge Builder for the premiums paid, or withhold the amount thereof from sums otherwise due to Builder. Neither the Developer's right to secure such policy or policies nor the securing thereof by Developer shall constitute an undertaking by Developer on behalf of or for the benefit of Builder or others to determine or warrant that such policies are in effect.

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3.7 Developer's Cooperation. Developer shall act reasonably (except where Developer has expressly reserved the right to exercise sole discretion) and shall provide reasonable cooperation to Builder, but at no material out of pocket cost to Developer, in connection with Builder's performance of its obligations under this Declaration and development of the Covered Property in accordance with the Development Plan. Without limiting the generality of the foregoing, at Builder's timely request, Developer shall join in applications, provide input, attend meetings and hearings, and otherwise participate in the process of procuring Project Entitlements, shall take reasonable steps to coordinate the work of development of the Benefited Property with the development of the Covered Property, and shall grant further easements and make reasonable dedications of rights of way over the Benefited Property if consistent with the Development Plan. The covenants contained in this paragraph shall not bind or otherwise apply to or affect any Government Agency that may be a successor to the Developer as owner of the City Site, the School Site or any of the Benefited Property.

3.8 No Liens Against Covered Property. Developer shall keep the Covered Property free and clear of any Liens arising in connection with any activities undertaken by Developer or its agents, employees, contractors or consultants. Developer shall cause the effect of any such Lien against the Covered Property to be removed from record or appropriately bonded within thirty (30) days after receipt of notice thereof, and if Developer fails to do so, Builder shall have the right to pay whatever sum is demanded by the claimant, without inquiring as to the validity or reasonableness of the claim, in order to cause the Lien to be released. In such event, Developer shall pay Builder within 15 days after receipt of invoice all amounts paid and costs incurred by Builder in connection with the Lien, including without limitation attorneys' fees and costs, together with a management fee equal to fifteen percent (15%) of the sum of all such amounts and costs. If Developer fails to timely pay Builder any such amounts, Developer also shall pay Builder interest on all outstanding amounts at the Interest Rate from the date due until paid.

ARTICLE 4
DEVELOPMENT AND MARKETING OF COVERED PROPERTY

4.1 Covenant to Construct. Builder has represented to Developer that it has purchased the Covered Property with a current intention to develop it when and as provided in this Declaration, and Builder acknowledges that such representation was a material consideration which induced Developer to sell the Covered Property to Builder on the terms contained in the Purchase and Sale Agreement. Subject to Unavoidable Delay, Builder shall proceed diligently and continuously with the development, construction and sale of all of the Units and other Improvements required in connection with the development of the Covered Property. Builder's development of the Covered Property may be accomplished in phases and otherwise as determined by Builder in accordance with Builder's business judgment.

4.2 Covenant to Maintain. Builder shall at all times maintain the Covered Property in a clean and orderly condition and shall not permit any nuisance to be maintained on the Covered Property.

4.3 Compliance with Applicable Requirements. At all times, Builder's development of the Covered Property shall be performed in compliance with all ordinances,

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laws, rules and regulations relating to the Covered Property, the Project and Builder's development thereof, including without limitation the Project Entitlements and all Development Conditions imposed in connection therewith. Without limiting the generality of the foregoing: (a) Builder shall execute all required improvement agreements and provide all required performance, payment and maintenance bonds; and (b) Builder shall observe generally accepted engineering standards concerning geotechnical and soils conditions in connection with the development of the Covered Property and any more stringent requirements by Builder's consultants.

4.4 Erosion Control. Builder shall be responsible for all erosion control measures and other maintenance obligations (collectively, "***Erosion Control Measures***") relating to the Covered Property that are required by applicable laws, ordinances, rules or regulations, including without limitation any such Erosion Control Measures that may need to be implemented on the Benefited Property. Where applicable, such Erosion Control Measures shall be in accordance with any existing erosion control plans that pertain to the Covered Property. In addition, Builder shall comply with the requirements relating to the Covered Property of the National Pollutant Discharge Elimination System (NPDES) adopted or to be adopted by the United States Environmental Protection Agency.

4.5 Inspections by Developer. Developer shall have the right, but not the obligation, at Developer's sole cost and expense and upon reasonable prior notice to Builder, to enter onto the Covered Property and observe the construction of the Project Improvements.

4.6 DRE Approvals. Builder shall obtain, at its sole expense, all governmental approvals which may from time to time be required with respect to the sale of any Units by Builder including, as applicable and without limitation, final subdivision public reports from the California Department of Real Estate, FHA/VA approvals, and a property report from the Interstate Land Sales Registration Division of HUD, if applicable.

4.7 Disclosures.

a. Builder's Disclosures. Builder shall provide such disclosures to its buyers concerning the Project and the Covered Property as Builder may deem necessary or appropriate. Without limiting the generality of the foregoing, Builder shall make an independent determination of the necessity of disclosing additional information concerning the use of adjacent property to prospective buyers of Units. Builder shall submit all such disclosure documents to Developer for its prior written approval. Developer shall approve or disapprove any disclosure documents within five Business Days after receipt, and failure to respond to a submittal within such time shall be deemed an approval of such disclosure documents. Any dispute regarding a disclosure shall be resolved through binding arbitration to be conducted as expeditiously as possible by a neutral attorney having at least 15 years of residential real estate development experience. At Developer's request, Builder shall distribute to all prospective buyers of Units a contiguous area report ("***CAR***") and/or other materials (*e.g.*, literature describing other uses within the Project) in the form provided from time to time by Developer, subject to Builder's prior approval which shall not be unreasonably withheld, conditioned or delayed.

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b. No Developer Liability. Developer's review and/or approval of any materials submitted to it under this Section shall not be deemed to be an acknowledgment by Developer that such submitted materials are in conformance with existing laws, statutes and regulations or that such documents are accurate, enforceable or sufficient for their intended purposes. Without limiting the generality of the foregoing, Developer's provision of any disclosures and review and approval of any Builder disclosures shall not constitute a warranty by Developer as to the accuracy, completeness or sufficiency thereof or an acknowledgment or representation that such disclosures properly describe all matters that should be disclosed to purchasers of Units in the Covered Property.

ARTICLE 5
RELEASE FROM THE LIEN OF THIS DECLARATION

5.1 Release by Developer. Developer may release any portion of the Covered Property from the lien of this Declaration at any time and for any reason without Builder's approval.

5.2 Release of Units Upon Sale. Upon the sale of a Unit within the Covered Property, but not upon the bulk sale of more than one (1) Unit within the Covered Property to any person or entity for resale to the public, such Unit shall be automatically released from the encumbrance of this Declaration without the necessity of executing or recording any instrument of release. Upon such conveyance, such Unit shall no longer be a part of the Covered Property, and shall be free of all of the terms and provisions of this Declaration.

5.3 Property Conveyed to Association. Upon the conveyance of fee title to any portion of the Covered Property to any homeowner's association, then such portion of the Covered Property shall be automatically released from the encumbrance of this Declaration without the necessity of executing or recording any instrument of release. Upon such conveyance such portion shall no longer be a part of the Covered Property, and shall be free of all of the terms and provisions of this Declaration.

5.4 Dedication to Public Agency or Public Utility. Developer shall, upon written request from Builder, release any portion of the Covered Property in connection with its dedication or conveyance to, and acceptance by, a public entity or public utility.

5.5 Confirmation by Recordation of Release. After the release of any portion of the Covered Property from the encumbrance hereof, Developer shall execute and cause to be recorded an instrument evidencing such release if requested by an owner of such portion of the Covered Property.

5.6 Release of Benefited Property. At such time as Builder has no further requirements of the Developer under this Declaration with respect to the Benefited Property or any portion thereof, Builder shall release the Benefited Property or portion thereof from the encumbrance hereof promptly upon request.

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ARTICLE 6
ENFORCEMENT; RELEASE AND INDEMNITY

6.1 Enforcement of Restrictions. The covenants, restrictions and limitations of this Declaration shall be subject to the additional provisions set forth below.

a. General Purpose and Constructive Notice. The terms, covenants, conditions and restrictions of this Declaration shall run with and pass to each and every portion of the Covered Property and shall be binding upon Builder and its successive owners and assigns, and shall benefit Developer, its successors and assigns, and the Benefited Property. Builder acknowledges that the covenants, conditions and restrictions set forth herein are intended to constitute a general scheme for the development of the Project, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Benefited Property and the entire Project and enhancing the quality of life therein. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Covered Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, condition, right and limitation contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Covered Property.

b. Inspection. Developer or its authorized representatives may from time to time, at any reasonable hours and upon reasonable prior notice, enter upon the Covered Property and inspect any Project Improvements thereon to verify compliance with the terms and conditions of this Declaration.

c. Defaults. The occurrence of any of the following shall constitute an Event of Default under this Declaration: (i) Builder's failure to pay any amounts due under this Declaration within ten days after receipt of notice that payment is past due; or (ii) Builder's failure to properly perform any non-monetary obligations under this Declaration within 15 days after delivery by Developer of a notice specifying the failure of performance; provided, however, that if the failure of performance is not capable of being cured within the 15-day period, no Event of Default shall be deemed to have occurred so long as Builder commences to cure such default within the 15-day period and thereafter diligently and continuously prosecutes the same to a conclusion; provided, however, that in no event shall such cure period extend for a period beyond 45 days from the initial notice of default.

d. Remedies Cumulative. If there is an Event of a Default by Builder, Developer may bring a suit for damages for any compensable breach of or noncompliance with any of the terms of this Declaration, or for declaratory relief to determine the enforceability of any of the terms of this Declaration and/or any other legal or equitable remedy that may be available at law or equity; provided, however, that Builder acknowledges that the Event of Default may cause Developer to suffer material injury or damage not compensable in money and that Developer shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the terms of this Declaration, or bring an action for an injunction to enjoin the continuation of any such breach or violation thereof. The remedies of Developer contained in this Declaration shall be cumulative, and no one of them shall be exclusive of the other. Developer shall have the right to pursue any one or

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all of such remedies or any other remedy or relief which may be provided by law or equity, whether or not stated in this Declaration.

6.2 Release From Liability and Indemnity.

a. Release From Liability. Effective on the recordation date hereof, Builder, for itself and on behalf of its agents, employees, officers, directors, shareholders, members and partners, and all of its and their respective legal successors and assigns (collectively, "***Builder's Parties***"), hereby waives, releases and forever discharges Developer, Developer's managers and members, the employees, officers, directors, shareholders, managers, family members, trustees, partners, members, affiliates, parent companies, subsidiaries, agents and representatives (but excluding Developer's consultants, contractors and subcontractors) of Developer and its managers and members, and all of their respective legal successors and assigns (collectively, "***Indemnitees***"), from and against any claims, damages, liabilities or costs (including without limitation attorneys' fees) (collectively, "***Claims***") arising from, relating to or caused by the development of the Project and the construction or sale or other conveyance of the lots and the Units or other Improvements thereon, including without limitation any loss, damage, injury, illness, death or other claim attributable to: (i) the use of the Project Site or any part thereof; (ii) the design and construction of the Project Improvements, and any defect in the design or construction of any Improvements on or about the Project Site or the physical condition of the Project Site, including, without limitation, grading of the Project Site or land adjacent to the Project Site, and any surface and subsurface conditions; (iii) the presence on the Project Site of any threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any Hazardous Substances; (iv) any act, omission or representation of Builder or any of Builder's Parties; (v) any accident or casualty on the Project Site occurring after the recordation date hereof, and any accident or casualty on the Project Site occurring prior to the recordation date hereof, except to the extent caused by or attributable to the acts or omissions of any of the Indemnitees on or about the Covered Property; (vi) a violation or alleged violation by Builder, or Builder's Parties' of any law now or hereinafter enacted; (vii) a slope failure or subsurface geologic or groundwater condition caused by or attributable to Builder or Builder's Parties; (viii) the design, construction, engineering or other work with respect to the Project provided or performed by or caused by or attributable to Builder or Builder's Parties, whether before or after the date hereof, (ix) any other cause whatsoever in connection with Builder's use of the Project Site or Builder's performance under this Declaration; (x) the act or failure of any homeowner of any of the Units or other portions of the Covered Property (whether or not any of the Indemnitees are on the board of directors of a homeowner's association relating to the Covered Property, or are on a committee thereof or are an officer, agent or representative thereof); (xi) any breach by Builder in the performance of its obligations under this Declaration; or (xii) the application of the principles of strict liability in connection with the Project Improvements or the Covered Property (collectively, the "***Released Claims***"). With respect to this release and discharge, Builder, on behalf of itself and all of Builder's Parties, hereby acknowledges that the Released Claims may include claims of which Builder is presently unaware, or which Builder does not presently suspect to exist, or which may not yet have accrued or become manifest, and which, if known by Builder on the date hereof would materially affect Builder's release and discharge of Developer and the other Indemnitees, and Builder, on behalf of itself and all of Builder's Parties, hereby waives application of the California Civil Code Section 1542, which provides as follows:

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> 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.

Builder understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if Builder or any of Builder's Parties suffer future damages arising out of or resulting from any Released Claims, neither Builder nor any of Builder's Parties will be able to make any Claim for those damages against Developer or any other Indemnitee. Furthermore, Builder acknowledges that it intends these consequences for any such Claims which may exist as of the date of this release but which Builder does not know exist, and which, if known, would materially affect Builder's decision to execute this Declaration, regardless of whether Builder's lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

Notwithstanding anything in this Section 6.2.a to the contrary, the Released Claims shall not include any Claims to the extent relating to or arising out of: (i) any accident or casualty on the Project Site caused by or attributable to the acts or omissions of any of Developer or any of the other Indemnities; (ii) any fraud, gross negligence or willful misconduct by Developer or any of the other Indemnities; or (iii) any breach by Developer under this Declaration or the Purchase and Sale Agreement; and nothing herein shall be deemed a release by Builder of any Claims it may have against any of Developer's consultants, contractors or subcontractors.

b. Indemnity. Builder hereby agrees to indemnify, protect, defend (with legal counsel reasonably acceptable to Developer) and hold Developer and the other Indemnitees harmless from and against any and all Claims that are or may relate to, arise out of or be connected with: (i) any act, omission or representation of Builder or any of the other Builder's Parties; or (ii) any design, construction, engineering or other work with respect to the Project provided or performed by or on behalf of Builder or any of the other Builder's Parties after the recordation date hereof; provided, however, that nothing in this Section 6.2.b shall operate to relieve Developer or any of the other Indemnitees from any Claims referred to in the last paragraph of Section 6.2.a above. Builder's obligations under this Section 6.2.b shall survive the termination of this Declaration, and shall be binding on Builder until such time as an action against Developer and any of the other Indemnitees is absolutely barred by all applicable statutes of limitations.

6.3 Survival of Covenants. The terms and conditions of this Article 6 shall survive the conveyance of the Units and termination of this Declaration.

ARTICLE 7
GENERAL PROVISIONS

7.1 Term. Unless sooner terminated by the mutual, written consent of Developer and Builder, this Declaration, including the covenants, conditions and restrictions contained herein shall continue to be effective for a period of ten (10) years after the date of recordation of this Declaration.

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7.2 Amendment. This Declaration may be amended only by a written instrument executed by both Developer and Builder.

7.3 Waiver. Neither party's waiver of a default by the other party hereunder nor any delay or failure to enforce any of the terms of this Declaration shall be a waiver of or shall affect a default other than as specified in such waiver. A party's consent to or approval of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary the approving party's consent to or approval of any subsequent similar acts by the other party. No purported waiver of any of the terms or conditions of this Declaration shall be enforceable unless made in a writing signed by the party against whom the waiver is sought to be enforced.

7.4 Rights of Lenders. No breach or violation of the terms of this Declaration shall defeat or render invalid the lien of any mortgage, deed of trust or similar instruments securing a loan made in good faith and for value concerning the development or permanent financing of the Covered Property or any portion thereof; provided, however, that this Declaration and all provisions hereof shall be binding upon and effective against any subsequent owner of the Covered Property or portion thereof whose title is acquired by foreclosure, trustee's sale, or the exercise of any other remedies provided in such mortgage or deed of trust, but such subsequent owners shall not be liable to Developer for Builder's violations of the terms of this Declaration that occurred before such transfer of title or occupancy.

7.5 Intentionally Omitted.

7.6 Transfer of Covered Property. Except as expressly permitted by Section 15.5 of the Purchase and Sale Agreement, Builder shall not sell, exchange or otherwise transfer of all or any portion of the Covered Property, unless and until improved with the Units and other required Improvements, without Developer's prior written consent. Such consent shall not be unreasonably withheld so long as the transferee has experience and financial capability at least equivalent to that possessed by Builder at the time this Declaration is recorded and is otherwise qualified to perform the obligations of the Builder hereunder. No sale, exchange or other transfer shall release Builder from its obligations under this Declaration.

7.7 Section Headings. The various section headings in this Declaration are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Declaration or any provision hereof.

7.8 Invalidity of a Provision. If a court of competent jurisdiction adjudges any provision of this Declaration to be illegal or unenforceable for any reason, that ruling shall not, to the maximum extent permitted by law, affect any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Declaration as a whole.

7.9 Notices. Any notices or elections shall be made in writing and shall be deemed sufficiently given and served for all purposes: (a) upon delivery if given in person; (b) upon receipt if given by facsimile (with the original delivered by other means set forth herein); (c) upon receipt if given by generally recognized overnight courier service; or

7.4.33

(d) 72 hours after deposit with the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid. Notices shall be given to the respective addresses/fax numbers set forth below, or to such other addresses/fax numbers as the parties may designate from time to time.

To Developer:

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

To Builder:

With a copy to:

7.10 Binding Effect. This Declaration shall encumber and burden only the Covered Property and shall inure to the benefit of and be enforceable by Developer and any its successors and assigns. All of Builder's obligations under this Declaration shall be binding upon and enforceable against any person to whom Builder may transfer all or any portion of the Covered Property. The City Site and School Site are not included within the Benefited Property and are not subject to any of the covenants, conditions, restrictions and easements contained in this Declaration; and the owners of the City Site and the School Site shall have no obligations under this Declaration (but shall have the rights set forth in Section 3.2 above).

7.11 Entire Agreement. This Declaration, together with the Purchase and Sale Agreement, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and it incorporates and reflects all prior and contemporaneous agreements, representations, negotiations and understandings of the parties with respect to the subject matter hereof.

7.12 No Joint Venture; No Third Party Beneficiaries. Nothing contained in this Declaration is intended to or shall be deemed to create any partnership, joint venture or other relationship between Builder and Developer. Except for the release and indemnity provisions contained elsewhere in this Declaration and as otherwise expressly provided in this Declaration (*e.g.*, Section 3.2), no term or provision of this Declaration is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.4.34

7.13 Further Assurances. Each party shall execute and deliver such additional documents and other assurances, and take such other actions, as may be reasonably necessary to carry out the intent of the parties and provide each party with the benefits for which it has bargained pursuant to this Declaration.

7.14 Time of Essence. Time is of the essence in the performance of each provision of this Declaration where time is an element. Any reference in this Declaration to time for performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise explicitly indicated herein.

7.15 Joint and Several Liability. If Builder consists of more than one person or entity, the liability of each such person signing this Declaration shall be joint and several.

7.16 Attorneys' Fees. In the event of any legal or equitable proceeding for enforcement of any of the terms or conditions of this Declaration, or any alleged disputes, breaches, defaults or misrepresentations in connection with the Covered Property or any provision of this Declaration, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith at the trial level and at the appellate level. The ***"prevailing party,"*** for purposes of this Declaration, shall be deemed to be that party which obtains substantially the result sought, whether by dismissal or by judgment.

7.17 Judicial Reference.

a. Any controversy or claim between the parties arising out of or relating to the Covered Property, this Declaration or any agreements or instruments relating or delivered in connection with the Covered Property, including without limitation any claim based on or arising from an alleged tort, shall at the request of any party be determined by judicial reference in accordance with the provisions of California Code of Civil Procedure Section 638 *et seq.* and any amended or successor statutes. The reference proceeding shall be initiated by either or both parties by motion to the Superior Court of Contra Costa County, California, and shall be conducted by a referee (the "***Referee***") appointed by a judge of that court. The Referee shall be an attorney or retired judge having at least 15 years' experience, a significant amount of which shall have involved the law governing residential real estate and construction matters. At any time during the course of resolving a dispute, Developer and Builder each shall have the right, but not the obligation, to seek to join as parties to the judicial reference any other person or entity who is related or relevant to the dispute; provided, however, that the inability to join any related or relevant party shall have no effect on the judicial reference proceeding.

b. The Referee shall try all of the issues whether of fact or law, including without limitation all pre-trial and post-trial hearings, motions and matters of any kind, and shall report a reasoned written statement of decision stating the facts and law relied upon in accordance with California Code of Civil Procedure Section 643 and any amendment or successor statute. The parties shall be entitled to recover only their actual damages, and no party shall be entitled to recover any consequential, punitive or other damages that are not actual damages. The Referee shall cause a record of all proceedings to be prepared just as if this matter

7.4.35

were tried in the Superior Court. THIS AGREEMENT TO USE THE REFERENCE PROCEDURE SHALL BE SPECIFICALLY ENFORCEABLE, AND THE PARTIES ACKNOWLEDGE THAT BY SELECTING THE REFERENCE PROCEDURE, THEY ARE WAIVING ANY RIGHT THEY MIGHT HAVE TO A TRIAL BY JURY.

INITIAL HERE: DEVELOPER: _____ BUILDER: _____

_____ _____

7.18 Governing Law and Forum. This Declaration shall be governed by the laws of the State of California applicable to contracts made and to be performed in California. Any legal action to interpret or enforce any term or condition of this Declaration shall be brought and maintained only in the California state courts situated in Contra Costa County, California.

7.19 Exhibits. All Exhibits attached to this Declaration are incorporated into and made a part of this Declaration.

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

IN WITNESS WHEREOF, the parties have executed this Declaration, which shall become effective upon recordation in the Official Records of Placer County.

BUILDER:

_____, a
_____

By: _____, a
_____, its _____

By: _____
Name: _____
Title: _____

DEVELOPER:

LINCOLN RANCH, LLC, a California limited liability company

By: _____
Douglas A. Foskett, Co-Manager

By: _____
William E. Brown, Co-Manager

7.4.36

EXHIBIT A

Development Plan

[City-Approved Development Plan to be attached at Closing.]

7.4.17

EXHIBIT B

Description of Covered Property

[Descriptions of parcels acquired by Builder, to be attached at Closing.]

7,4.38

EXHIBIT C

Description of Benefited Property

[Descriptions of parcels retained by Developer, to be attached at Closing.]

7.4.39

EXHIBIT D

Project Entitlement Schedule

[Processing Schedule for remaining Project Entitlements to be attached at Closing.]

7.4.40

EXHIBIT E

Project Improvement Schedule

[List of Project Improvements and projected completion dates to be attached at Closing.]

7.4.41

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 02/03.27 of the Board of Trustees Of the Western Placer Unified School District Accepting A Grant Deed for an Elementary School Site from Lincoln Ranch, LLC.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The attached resolution is required to facilitate the transfer of title for the elementary school site located in the Foskett Ranch subdivision from Lincoln Ranch, LLC to the Western Placer Unified School District.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 02/03.27 accepting a grant deed for an elementary school site from Lincoln Ranch, LLC.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 02/03.27

A RESOLUTION OF THE BOARD OF TRUSTEES)
OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT)
ACCEPTING A GRANT DEED FOR AN ELEMENTARY)
SCHOOL SITE FROM LINCOLN RANCH, LLC)

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 18th day of March, 2003, by roll call vote.

AYES:
NOES:
ABSENT:

WHEREAS, the Western Placer Unified School District has determined the need to acquire a school site located within the Foskett Ranch subdivision, and

NOW THEREFORE, THE WESTERN PLACER UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Board of Trustees finds and determines that:

1. The attached Grant Deed to the Western Placer Unified School District for the school site is hereby accepted.

_____
President of the Governing Board
Western Placer Unified School District

ATTEST:

_____
Clerk, Governing Board
Western Placer Unified School District

7.5.1

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
AND WHEN RECORDED MAIL TO:
Western Placer Unified School District
Attn: Jay Stewart
810 J Street
Lincoln, CA 95648

Space Above This Line for Recorder's Use Only

A.P.N.: **PTN 021-150-071; 072** Order No.: **80736** Escrow No.: **5130488GH**

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $Shown on separate statement pursuant to R & T 11932-33
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] unincorporated area; [X] City of Lincoln, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

Lincoln Ranch, LLC, a Delaware limited liability company

hereby GRANT(S) to
Western Placer Unified School District, a Political Subdivision of the State of California

the following described property in the City of **Lincoln**, County of **Placer** State of California;

For Legal Description, see Exhibit "A" attached hereto and made a part hereof.

Lincoln Ranch, LLC, a Delaware limited liability company
By: William E. Brown

By: _____

Document Date: March 11, 2003

STATE OF CALIFORNIA)SS
COUNTY OF CONTRA COSTA)
On MARCH 12, 2003 before me, Nadine L. MacPhail, Notary Public,
personally appeared William E. Brown,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Nadine L. MacPhail

NADINE L. MAC PHAIL
Commission # 1335769
Notary Public - California
Contra Costa County
My Comm. Expires Jan 18, 2006

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

EXHIBIT "A"

THE SCHOOL PROPERTY
(LOT "D")

All that certain real property situate in the City of Lincoln, County of Placer, State of California, described as follows:

All that portion of the West one-half of Section 9, Township 12 North, Range 6 East, M. D. M., described as follows:

COMMENCING at the Northwest corner of said Section 9; thence from said point of commencement along the West line of said Section 9, South 00°24'30" East 1,149.00 feet; thence North 89°35'30" East 46.24 feet; thence along the arc of a tangent curve to the right, concave to the southwest, having a radius of 700.00 feet, a central angle of 89°58'18", a length of 1099.21 feet and being subtended by a chord bearing South 45°25'21" East 989.70 feet; thence South 00°26'12" East 562.76 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning; North 89°33'48" East 30.00 feet; thence along the arc of a non-tangent curve to the right, concave to the southeast, having a radius of 25.00 feet, a central angle of 90°00'00", a length of 39.27 feet and being subtended by a chord bearing North 44°33'48" East 35.36 feet; thence North 89°33'48" East 247.92 feet; thence along the arc of a tangent curve to the left, concave to the north, having a radius of 961.00 feet, a central angle of 19°18'20", a length of 323.80 feet and being subtended by a chord bearing North 79°54'38" East 322.28 feet; thence North 70°15'28" East 66.08 feet; thence along the arc of a tangent curve to the right, concave to the south, having a radius of 20.00 feet, a central angle of 78°51'00", a length of 27.52 feet and being subtended by a chord bearing South 70°19'02" East 25.40 feet; thence along the arc of a reverse curve to the left, concave to the northeast, having a radius of 122.00 feet, a central angle of 59°59'42", a length of 127.75 feet and being subtended by a chord bearing South 60°53'23" East 121.99 feet; thence North 89°06'46" East 280.72 feet; thence along the arc of a tangent curve to the right, concave to the south, having a radius of 30.00 feet, a central angle of 22°19'54", a length of 11.69 feet and being subtended by a chord bearing South 79°43'17" East 11.62 feet; thence along the arc of a reverse curve to the left, concave to the northwest, having a radius of 50.00 feet, a central angle of 134°39'48", a length of 117.52 feet and being subtended by a chord bearing North 44°06'46" East 92.28 feet; thence along the arc of a reverse curve to the right, concave to the east, having a radius of 30.00 feet, a central angle of 22°19'54", a length of 11.69 feet and being subtended by a chord bearing North 12°03'11" West 11.62 feet; thence North 89°06'46" East

413.98 feet; thence South 00°53'14" East 334.62 feet; thence North 89°58'24" West 170.87 feet; thence South 73°58'51" West 697.10 feet; thence South 82°59'27" West 278.55 feet; thence North 89°17'46" West 228.03 feet; thence South 62°50'07" West 39.91 feet; thence South 00°26'12" East 88.88 feet; thence South 16°52'10" East 123.26 feet; thence South 80°42'20" West 84.53 feet; thence South 42°13'38" West 54.23 feet; thence South 08°23'04" West 34.04 feet; thence South 89°33'48" West 77.25 feet; thence South 83°40'51" West along a radial bearing line 30.00 feet; thence along the arc of a non-tangent curve to the right, concave to the east, having a radius of 700.00 feet, a central angle of 05°52'57", a length of 71.87 feet and being subtended by a chord bearing North 03°22'40" West 71.84 feet; thence North 00°26'12" West 678.32 feet to the true point of beginning.

Containing 16.518 acres, more or less.

A.P.N. 021-150-071, portion

The basis of bearing for this legal description is local ground based upon State Plane NAD83 per the City of Lincoln GPS Control Network of section corner monuments per Book 16 of Surveys, at Page 105, Placer County Records.

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

To: Registrar – Recorder
County of Placer

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

Lincoln Ranch, LLC, a Delaware limited liability company

(Grantor)

and

Western Placer Unified School District, a Political Subdivision of the State of California

(Grantee)

Property described in the accompanying document is located in the County of

The amount of tax due on the accompanying document is: **$None Due pursuant to R & T Section 11922 – conveyance to a political subdivision of the State of California**

( ) Computed on full value of property conveyed, or

( ) Computed on full value less liens and encumbrances remaining at time of sale

(Signature of Declarant or Agent)

First American Title Co.

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

PLEASE NOTE:

THE GRANT DEED AND ADDITIONAL INFORMATION WERE NOT AVAILABLE AT PRINT TIME.

THIS WILL BE AVAILABLE BY THE TIME OF THE BOARD MEETING AND WILL BE SUBMITTED AT THAT TIME.

7.5.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve the FY 2002-03 Second Interim Report

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The FY 2002-03 Second Interim Report provides a fiscal status report of the District's General Fund as of January 31, 2003. Based on the most current available information, the following adjustments were made to the Projected Year Totals:

Revenue Limit Sources:	A decrease of $975,241 to reflect the shortfall of 204.30 ADA.
Federal Revenues:	An increase of $49,302 to the District's Title I allocation.
State Revenues:	An increase of $637,585 due to the one-time Charter School Categorical Block Grant.
	An increase of $25,465 due to the mandated special education allocation.
	An increase of $8,927 to the District's projected lottery allocation.

9.6

Local Revenues:	An increase of $289,925 to the special education master plans.
	An increase of $30,136 for HIS oversight administration.
Certificated Salaries:	An increase of $4,000 for nurse support.
Employee Benefits:	An increase of $3,202 for a classified golden handshake.
	A decrease of $82,853 due to an adjustment of the PERS reduction.
Contracted Services:	An increase of $20,000 for non-public school contracts.
	An increase of $25,000 for occupational therapy contract.
	An increase of $4,450 for an actuarial.
	An increase of $15,000 for inventory.
	An increase of $2,020 for medical evaluations.
	A decrease of $7,000 for election expenses.
	A decrease of $44,710 for cafeteria indirect support.
Other Outgo:	An increase of $49,855 for special education billbacks.
Reserves:	An increase of $50,000 for textbooks.

The balance of the adjustments are related to the Consolidated Application and program generated budget transfers.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2002-03 Second Interim Report.

9.6.1

NOTICE OF REVIEW

All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report is hereby filed by the governing board of the school district. (Pursuant to E.C. 42131)

Date of Meeting: Mar 18, 2003 Signed _____
(President)

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was reviewed in accordance with the state-adopted Criteria and Standards. (Pursuant to E.C. 33129)

Signed _____ District Superintendent or Designee

CERTIFICATION OF FINANCIAL CONDITION (Only required for First and Second Interim)

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that this district will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years.

___ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

___ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the fiscal year or for the subsequent fiscal year.

SUPPLEMENTAL INFORMATION

Report Prepared By: Jay M. Stewart, Assistant Supt., Business

Date Prepared: Mar 12, 2003

Telephone Number: (916) 645-6387

9.6.7

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2002/03 Original Budget	2002/03 Board Approved Operating Budget	2002/03 Actuals to Date	2002/03 Projected Totals
01I	General Fund / County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Fund				
11I	Adult Education Fund	G	G	G	G
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
21I	Building Fund				
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund				
40I	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
51I	Bond Interest and Redemption Fund				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Fund (Enterprise)				
63I	Other Enterprise Fund				
67I	Warehouse Revolving Fund				
	Self-Insurance Fund				
71I	Retiree Benefit Fund				
72I	Article XIII-B Fund				
73I	Foundation Private-Purpose Trust Fund	G	G	G	G
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
MYPI	Multiyear Projections				
RLI	Revenue Limit Summary	S	S		S
ROP	Regional Occupational Program				
01CSI	General Fund / County School Service Fund	S	S	S	S

7.6.3

Description	Object Codes	Summary - Unrestricted/Restricted: Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	18,877,867.00	18,877,867.00	12,750,477.88	17,911,474.00	(966,393.00)	-5.12%
2) Federal Revenues	8100-8299	1,260,623.00	1,469,149.00	638,460.43	1,528,087.00	58,938.00	4.01%
3) Other State Revenues	8300-8599	3,375,943.00	3,490,645.00	1,353,574.15	4,179,542.00	688,897.00	19.74%
4) Other Local Revenues	8600-8799	1,613,367.00	1,824,975.00	929,785.99	2,156,846.00	331,871.00	18.18%
5) TOTAL, REVENUES		25,127,800.00	25,662,636.00	15,672,298.45	25,775,949.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	12,887,236.00	12,903,917.00	7,412,117.94	12,950,392.00	(46,475.00)	-0.36%
2) Classified Salaries	2000-2999	3,617,035.00	3,657,322.00	2,271,819.23	3,685,402.00	(28,080.00)	-0.77%
3) Employee Benefits	3000-3999	4,265,078.00	4,302,965.00	2,421,224.23	4,229,805.00	73,160.00	1.70%
4) Books and Supplies	4000-4999	1,898,802.00	3,047,813.95	1,148,172.80	3,046,694.95	1,119.00	0.04%
5) Services, Other Operating Expenses	5000-5999	2,096,455.00	2,061,231.00	1,119,245.03	2,096,017.00	(34,786.00)	-1.69%
6) Capital Outlay	6000-6599	14,000.00	61,950.00	19,642.23	29,950.00	32,000.00	51.65%
7) Other Outgo (excluding Direct Support/ Indirect Costs)	7100-7299 7400-7499	347,801.00	347,801.00	3,154,751.75	397,656.00	(49,855.00)	-14.33%
8) Direct Support/Indirect Costs	7300-7399	(107,165.00)	(107,165.00)	0.00	(107,165.00)	0.00	0.00%
9) TOTAL, EXPENDITURES		25,019,242.00	26,275,834.95	17,546,973.21	26,328,751.95		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		108,558.00	(613,198.95)	(1,874,674.76)	(552,802.95)		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	105,560.00	129,233.00	129,233.00	129,233.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		(105,560.00)	(129,233.00)	(129,233.00)	(129,233.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		2,998.00	(742,431.95)	(2,003,907.76)	(682,035.95)		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	945,919.97	1,536,718.36		1,536,718.36	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1-Audited (F1a + F1b)		945,919.97	1,536,718.36		1,536,718.36		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		945,919.97	1,536,718.36		1,536,718.36		
2) Ending Balance, June 30 (E + F1e)		948,917.97	794,286.41		854,682.41		

Description	Object Codes	Summary - Unrestricted/Restricted: Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserved Amounts							
Revolving Cash	9711	2,000.00	2,000.00		2,000.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve (EC 42124)	9730	0.00	0.00		0.00		
Legally Restricted Balances	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	640,369.44	792,281.40		793,750.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00		
Other Designations	9780	306,495.00	0.00		50,000.00		
c) Undesignated Amount	9790				8,932.41		
d) Unappropriated Amount	9790	53.53	5.01				

7.4.5

Description	Object Codes	Summary - UNRESTRICTED -- Resources 0000-1999					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	18,877,867.00	18,877,867.00	12,750,477.88	17,911,474.00	(966,393.00)	-5.12%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	1,751,986.00	1,736,320.00	781,221.52	2,452,664.00	716,344.00	41.26%
4) Other Local Revenues	8600-8799	465,992.00	677,600.00	287,003.15	719,546.00	41,946.00	6.19%
5) TOTAL, REVENUES		21,095,845.00	21,291,787.00	13,818,702.55	21,083,684.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	11,239,162.00	11,109,214.00	6,372,461.35	11,113,214.00	(4,000.00)	-0.04%
2) Classified Salaries	2000-2999	2,175,610.00	2,203,736.00	1,332,590.16	2,203,736.00	0.00	0.00%
3) Employee Benefits	3000-3999	3,388,210.00	3,401,326.00	1,903,009.32	3,323,194.00	78,132.00	2.30%
4) Books and Supplies	4000-4999	740,173.00	1,052,501.95	478,239.92	1,108,978.95	(56,477.00)	-5.37%
5) Services, Other Operating Expenses	5000-5999	1,492,047.00	1,546,151.00	931,142.57	1,515,911.00	30,240.00	1.96%
6) Capital Outlay	6000-6599	0.00	13,950.00	0.00	13,950.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/ Indirect Costs)	7100-7299 7400-7499	268,491.00	268,491.00	3,124,518.77	318,346.00	(49,855.00)	-18.57%
8) Direct Support/Indirect Costs	7300-7399	(167,833.00)	(190,791.00)	0.00	(194,895.00)	4,104.00	-2.15%
9) TOTAL, EXPENDITURES		19,135,860.00	19,404,578.95	14,141,962.09	19,402,434.95		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		1,959,985.00	1,887,208.05	(323,259.54)	1,681,249.05		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	(1,956,987.00)	(1,869,493.00)	0.00	(1,603,132.00)	266,361.00	-14.25%
4) TOTAL, OTHER FINANCING SOURCES/USES		(1,956,987.00)	(1,869,493.00)	0.00	(1,603,132.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		2,998.00	17,715.05	(323,259.54)	78,117.05		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	945,866.44	776,566.35		776,566.35	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1-Audited (F1a + F1b)		945,866.44	776,566.35		776,566.35		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		945,866.44	776,566.35		776,566.35		
2) Ending Balance, June 30 (E + F1e)		948,864.44	794,281.40		854,683.40		

Description	Object Codes	Summary - UNRESTRICTED -- Resources 0000-1999					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserved Amounts							
Revolving Cash	9711	2,000.00	2,000.00		2,000.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve (EC 42124)	9730	0.00	0.00		0.00		
Legally Restricted Balances	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	640,369.44	792,281.40		793,750.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00		
Other Designations	9780	306,495.00	0.00		50,000.00		
c) Undesignated Amount	9790				8,933.40		
d) Unappropriated Amount	9790	0.00	0.00				

2002/03 Second Interim
GENERAL FUND
SUMMARY
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Description	Object Codes	Summary - RESTRICTED – Resources 2000-9999 Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	1,260,623.00	1,469,149.00	638,460.43	1,528,087.00	58,938.00	4.01%
3) Other State Revenues	8300-8599	1,623,957.00	1,754,325.00	572,352.63	1,726,878.00	(27,447.00)	-1.56%
4) Other Local Revenues	8600-8799	1,147,375.00	1,147,375.00	642,782.84	1,437,300.00	289,925.00	25.27%
5) TOTAL, REVENUES		4,031,955.00	4,370,849.00	1,853,595.90	4,692,265.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	1,648,074.00	1,794,703.00	1,039,656.59	1,837,178.00	(42,475.00)	-2.37%
2) Classified Salaries	2000-2999	1,441,425.00	1,453,586.00	939,229.07	1,481,666.00	(28,080.00)	-1.93%
3) Employee Benefits	3000-3999	876,868.00	901,639.00	518,214.91	906,611.00	(4,972.00)	-0.55%
4) Books and Supplies	4000-4999	1,158,629.00	1,995,312.00	669,932.88	1,937,716.00	57,596.00	2.89%
5) Services, Other Operating Expenses	5000-5999	604,408.00	515,080.00	188,102.46	580,106.00	(65,026.00)	-12.62%
6) Capital Outlay	6000-6599	14,000.00	48,000.00	19,642.23	16,000.00	32,000.00	66.67%
7) Other Outgo (excluding Direct Support/ Indirect Costs)	7100-7299 7400-7499	79,310.00	79,310.00	30,232.98	79,310.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	60,668.00	83,626.00	0.00	87,730.00	(4,104.00)	-4.91%
9) TOTAL, EXPENDITURES		5,883,382.00	6,871,256.00	3,405,011.12	6,926,317.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		(1,851,427.00)	(2,500,407.00)	(1,551,415.22)	(2,234,052.00)		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	105,560.00	129,233.00	129,233.00	129,233.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	1,956,987.00	1,869,493.00	0.00	1,603,132.00	(266,361.00)	-14.25%
4) TOTAL, OTHER FINANCING SOURCES/USES		1,851,427.00	1,740,260.00	(129,233.00)	1,473,899.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		0.00	(760,147.00)	(1,680,648.22)	(760,153.00)		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	53.53	760,152.01		760,152.01	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1-Audited (F1a + F1b)		53.53	760,152.01		760,152.01		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		53.53	760,152.01		760,152.01		
2) Ending Balance, June 30 (E + F1e)		53.53	5.01		(0.99)		

Description	Object Codes	Summary - RESTRICTED -- Resources 2000-9999					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserved Amounts							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve (EC 42124)	9730	0.00	0.00		0.00		
Legally Restricted Balances	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00		
Other Designations	9780	0.00	0.00		0.00		
c) Undesignated Amount	9790				(0.99)		
d) Unappropriated Amount	9790	53.53	5.01				

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	132,300.00	132,300.00	80,830.00	132,300.00	0.00	0.00%
2) Federal Revenues	8100-8299	6,525.00	16,537.00	10,012.50	16,537.00	0.00	0.00%
3) Other State Revenues	8300-8599	0.00	13,083.00	13,083.38	13,083.00	0.00	0.00%
4) Other Local Revenues	8600-8799	500.00	500.00	11.79	500.00	0.00	0.00%
5) TOTAL, REVENUES		139,325.00	162,420.00	103,937.67	162,420.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	81,289.00	81,289.00	57,533.99	82,289.00	(1,000.00)	-1.23%
2) Classified Salaries	2000-2999	15,471.00	23,131.00	17,203.89	23,331.00	(200.00)	-0.86%
3) Employee Benefits	3000-3999	24,924.00	28,006.00	18,277.33	28,199.00	(193.00)	-0.69%
4) Books and Supplies	4000-4999	6,525.00	6,831.00	2,731.48	17,485.00	(10,654.00)	-155.97%
5) Services, Other Operating Expenses	5000-5999	1,000.00	1,000.00	318.71	1,000.00	0.00	0.00%
6) Capital Outlay	6000-6999	0.00	0.00	0.00	0.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		129,209.00	140,257.00	96,065.40	152,304.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		10,116.00	22,163.00	7,872.27	10,116.00		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		10,116.00	22,163.00	7,872.27	10,116.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	18,500.23	1,047.95		1,047.95	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		18,500.23	1,047.95		1,047.95		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		18,500.23	1,047.95		1,047.95		
2) Ending Balance, June 30 (E + F1e)		28,616.23	23,210.95		11,163.95		

7.6.10

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	23,210.95		11,163.95		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	28,616.23	0.00				

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	20,700.00	20,700.00	20,700.00	0.00	0.00%
3) Other State Revenues	8300-8599	193,125.00	193,592.00	147,345.50	194,420.00	828.00	0.43%
4) Other Local Revenues	8600-8799	500.00	500.00	454.11	500.00	0.00	0.00%
5) TOTAL, REVENUES		193,625.00	214,792.00	168,499.61	215,620.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	0.00	0.00	0.00	0.00	0.00	0.00%
3) Employee Benefits	3000-3999	0.00	0.00	0.00	0.00	0.00	0.00%
4) Books and Supplies	4000-4999	2,625.00	3,092.00	1,100.35	3,920.00	(828.00)	-26.78%
5) Services, Other Operating Expenses	5000-5999	191,000.00	191,000.00	90,830.72	191,000.00	0.00	0.00%
6) Capital Outlay	6000-6999	0.00	20,700.00	15,000.00	20,700.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		193,625.00	214,792.00	106,931.07	215,620.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		0.00	0.00	61,568.54	0.00		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		0.00	0.00	61,568.54	0.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	17,007.25	17,007.25		17,007.25	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		17,007.25	17,007.25		17,007.25		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		17,007.25	17,007.25		17,007.25		
2) Ending Balance, June 30 (E + F1e)		17,007.25	17,007.25		17,007.25		

7.6.12

ription	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	17,007.25		17,007.25		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	17,007.25	0.00				

7.6.13

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	335,000.00	335,000.00	144,007.46	335,000.00	0.00	0.00%
3) Other State Revenues	8300-8599	23,900.00	23,900.00	9,805.37	23,900.00	0.00	0.00%
4) Other Local Revenues	8600-8799	530,500.00	530,500.00	306,116.39	530,500.00	0.00	0.00%
5) TOTAL, REVENUES		889,400.00	889,400.00	459,929.22	889,400.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	367,904.00	377,904.00	222,504.97	377,904.00	0.00	0.00%
3) Employee Benefits	3000-3999	98,348.00	98,448.00	63,306.51	98,448.00	0.00	0.00%
4) Books and Supplies	4000-4999	383,000.00	404,835.00	226,408.80	404,835.00	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	9,700.00	13,015.00	6,389.36	57,725.00	(44,710.00)	-343.53%
6) Capital Outlay	6000-6999	5,000.00	0.00	0.00	0.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		863,952.00	894,202.00	518,609.64	938,912.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		25,448.00	(4,802.00)	(58,680.42)	(49,512.00)		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		25,448.00	(4,802.00)	(58,680.42)	(49,512.00)		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	8,518.44	89,705.00		89,705.00	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		8,518.44	89,705.00		89,705.00		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		8,518.44	89,705.00		89,705.00		
2) Ending Balance, June 30 (E + F1e)		33,966.44	84,903.00		40,193.00		

3.6.14

·ription	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	84,903.00		40,193.00		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	33,966.44	0.00				

9.6.15

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	135,000.00	135,000.00	0.00	135,000.00	0.00	0.00%
4) Other Local Revenues	8600-8799	2,000.00	2,000.00	383.29	2,000.00	0.00	0.00%
5) TOTAL, REVENUES		137,000.00	137,000.00	383.29	137,000.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	0.00	0.00	0.00	0.00	0.00	0.00%
3) Employee Benefits	3000-3999	0.00	0.00	0.00	0.00	0.00	0.00%
4) Books and Supplies	4000-4999	0.00	0.00	0.00	0.00	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	0.00	0.00	0.00	0.00	0.00	0.00%
6) Capital Outlay	6000-6999	143,000.00	143,000.00	64,242.68	143,000.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		143,000.00	143,000.00	64,242.68	143,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		(6,000.00)	(6,000.00)	(63,859.39)	(6,000.00)		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	105,560.00	129,233.00	129,233.00	129,233.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		105,560.00	129,233.00	129,233.00	129,233.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		99,560.00	123,233.00	65,373.61	123,233.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	0.00	59,897.62		59,897.62	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		0.00	59,897.62		59,897.62		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		0.00	59,897.62		59,897.62		
2) Ending Balance, June 30 (E + F1e)		99,560.00	183,130.62		183,130.62		

7.6.16

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	183,130.62		183,130.62		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	99,560.00	0.00				

7.6.19

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	0.00	0.00	0.00	0.00	0.00	0.00%
4) Other Local Revenues	8600-8799	1,915,335.00	1,915,335.00	3,300,197.61	4,966,880.00	3,051,545.00	159.32%
5) TOTAL, REVENUES		1,915,335.00	1,915,335.00	3,300,197.61	4,966,880.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	0.00	0.00	0.00	0.00	0.00	0.00%
3) Employee Benefits	3000-3999	0.00	0.00	0.00	0.00	0.00	0.00%
4) Books and Supplies	4000-4999	0.00	0.00	0.00	0.00	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	45,000.00	45,000.00	72,396.24	92,135.00	(47,135.00)	-104.74%
6) Capital Outlay	6000-6999	610,500.00	1,937,900.00	3,215,735.60	3,712,940.00	(1,775,040.00)	-91.60%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	1,086,077.00	1,086,077.00	552,299.63	1,102,802.00	(16,725.00)	-1.54%
8) Direct Support/Indirect Costs	7300-7399	107,165.00	107,165.00	0.00	107,165.00	0.00	0.00%
9) TOTAL, EXPENDITURES		1,848,742.00	3,176,142.00	3,840,431.47	5,015,042.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		66,593.00	(1,260,807.00)	(540,233.86)	(48,162.00)		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	1,327,400.00	1,445,695.00	1,445,695.00	118,295.00	8.91%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	1,327,400.00	1,445,695.00	1,445,695.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		66,593.00	66,593.00	905,461.14	1,397,533.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	601,956.22	534,842.14		534,842.14	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		601,956.22	534,842.14		534,842.14		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		601,956.22	534,842.14		534,842.14		
2) Ending Balance, June 30 (E + F1e)		668,549.22	601,435.14		1,932,375.14		

7.6.18

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	601,435.14		1,932,375.14		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	668,549.22	0.00				

7.6.19

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	0.00	0.00	0.00	0.00	0.00	0.00%
4) Other Local Revenues	8600-8799	70,000.00	70,000.00	28,205.25	70,000.00	0.00	0.00%
5) TOTAL, REVENUES		70,000.00	70,000.00	28,205.25	70,000.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	0.00	0.00	0.00	0.00	0.00	0.00%
3) Employee Benefits	3000-3999	0.00	0.00	0.00	0.00	0.00	0.00%
4) Books and Supplies	4000-4999	0.00	0.00	0.00	0.00	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	0.00	2,140.00	1,542.80	2,140.00	0.00	0.00%
6) Capital Outlay	6000-6999	0.00	28,750.00	73,719.13	28,750.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		0.00	30,890.00	75,261.93	30,890.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		70,000.00	39,110.00	(47,056.68)	39,110.00		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		70,000.00	39,110.00	(47,056.68)	39,110.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	1,664,273.59	1,657,472.70		1,657,472.70	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		1,664,273.59	1,657,472.70		1,657,472.70		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		1,664,273.59	1,657,472.70		1,657,472.70		
2) Ending Balance, June 30 (E + F1e)		1,734,273.59	1,696,582.70		1,696,582.70		

7.6.20

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
Legally Restricted Balance	9740						
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	1,696,582.70		1,696,582.70		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	1,734,273.59	0.00				

7.b.2

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
A. REVENUES							
1) Revenue Limit Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	0.00	0.00	0.00	0.00	0.00	0.00%
4) Other Local Revenues	8600-8799	200.00	200.00	57.29	200.00	0.00	0.00%
5) TOTAL, REVENUES		200.00	200.00	57.29	200.00		
B. EXPENDITURES							
1) Certificated Salaries	1000-1999	0.00	0.00	0.00	0.00	0.00	0.00%
2) Classified Salaries	2000-2999	0.00	0.00	0.00	0.00	0.00	0.00%
3) Employee Benefits	3000-3999	0.00	0.00	0.00	0.00	0.00	0.00%
4) Books and Supplies	4000-4999	0.00	0.00	0.00	0.00	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	0.00	0.00	0.00	0.00	0.00	0.00%
6) Capital Outlay	6000-6999	0.00	0.00	0.00	0.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00	0.00%
9) TOTAL, EXPENDITURES		0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		200.00	200.00	57.29	200.00		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		200.00	200.00	57.29	200.00		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	160,216.29	160,340.31		160,340.31	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		160,216.29	160,340.31		160,340.31		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance		160,216.29	160,340.31		160,340.31		
2) Ending Balance, June 30 (E + F1e)		160,416.29	160,540.31		160,540.31		

7.6.22

Description	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Yr Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	9711	0.00	0.00		0.00		
Stores	9712	0.00	0.00		0.00		
Prepaid Expenditures	9713	0.00	0.00		0.00		
All Others	9719	0.00	0.00		0.00		
General Reserve	9730	0.00	0.00		0.00		
Legally Restricted Balance	9740	0.00	0.00		0.00		
b) Designated Amounts							
Designated for Economic Uncertainties	9770	0.00	0.00		0.00	0.00	0.00%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00		0.00	0.00	0.00%
Other Designations	9780	0.00	160,540.31		160,540.31		
c) Undesignated Amount	9790				0.00		
d) Unappropriated Amount	9790	160,416.29	0.00				

1.6.23

Description	ESTIMATED P-2 REPORT ADA (If declining enrollment)	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (C)	DIFFERENCE (Col. C - B) (D)	PERCENTAGE DIFFERENCE (Col. D / B) (E)
ELEMENTARY						
1. General Education	1,360.63	2,793.00	2,793.00	1,360.63	(1,432.37)	-51%
2. Special Education	23.07	34.00	34.00	23.07	(10.93)	-32%
HIGH SCHOOL						
3. General Education	38.99	1,051.00	1,051.00	38.99	(1,012.01)	-96%
4. Special Education	3.27	10.00	10.00	3.27	(6.73)	-67%
COUNTY SUPPLEMENT						
5. County Community Schools	7.04	6.00	6.00	7.04	1.04	17%
6. Special Education	23.46	23.00	23.00	23.46	0.46	2%
7. TOTAL, ELEMENTARY, HIGH SCHOOL & COUNTY SUPPLEMENT	1,456.46	3,917.00	3,917.00	1,456.46	(2,460.54)	-63%
8. ADA for Necessary Small Schools also included in lines 1 - 4.	0.00	0.00	0.00	0.00	0.00	0%
9. Regional Occupational Centers/Programs (ROC/P)	0.00	0.00	0.00	0.00	0.00	0%
CLASSES FOR ADULTS						
10. Concurrently Enrolled Secondary Students	71.20	60.00	60.00	71.20	11.20	19%
11. Adults Enrolled, State Apportioned	0.00	0.00	0.00	0.00	0.00	0%
12. Independent Study - (21 or older and 19 or over and not continuously enrolled)	0.00	0.00	0.00	0.00	0.00	0%
13. TOTAL, CLASSES FOR ADULTS	71.20	60.00	60.00	71.20	11.20	19%
14. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
15. ADA TOTALS (Sum of lines 7, 9, 13, & 14)	1,527.66	3,977.00	3,977.00	1,527.66	(2,449.34)	-62%
SUMMER SCHOOL (Report in Hours)						
16. Elementary	36,482.00	31,274.00	31,274.00	36,482.00	5,208.00	17%
17. High School		10,628.00	10,628.00	0.00	(10,628.00)	-100%
18. TOTAL, SUMMER SCHOOL HOURS	36,482.00	41,902.00	41,902.00	36,482.00	(5,420.00)	-13%

7.6.24

Description	ESTIMATED P-2 REPORT ADA (If declining enrollment)	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (C)	DIFFERENCE (Col. C - B) (D)	PERCENTAGE DIFFERENCE (Col. D / B) (E)
COMMUNITY DAY SCHOOLS - Additional Funds						
19. ELEMENTARY						
a. 5th & 6th Hours (ADA)		0.00	0.00	0.00	0.00	0%
b. 7th & 8th Pupil Hours (report in hours)		0.00	0.00	0.00	0.00	0%
20. HIGH SCHOOL						
a. 5th & 6th Hours (ADA)		0.00	0.00	0.00	0.00	0%
b. 7th & 8th Pupil Hours (report in hours)		0.00	0.00	0.00	0.00	0%
CHARTER SCHOOLS						
21. Block Grant Funded Charters						
a. Charters Sponsored by Unified Districts (Pupils residing in Unified District)	183.02	142.50	142.50	183.02	40.52	28%
b. All Other Block Grant Funded Charters	5,147.95	2,785.00	2,785.00	5,147.95	2,362.95	85%
22. Revenue Limit Funded Charters		0.00	0.00	0.00	0.00	0%
23. TOTAL, CHARTER SCHOOLS ADA (sum lines 21a, 21b, and 22)	5,330.97	2,927.50	2,927.50	5,330.97	2,403.47	82%
24. SUMMER SCHOOL - SUPPLEMENTAL INSTRUCTION HOURS	76,743.00	35,693.00	35,693.00	76,743.00	41,050.00	115%

7.6.25

Description	Form K-12 EDP No.	Original Budget	Approved Operating Budget	Projected Year Totals
BASE REVENUE LIMIT				
1. Base Revenue Limit per ADA	025	4,632.69	4,632.69	4,632.69
2. Inflation Increase	019	93.00	93.00	93.00
3. All Other Adjustments	- - -	0.00	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum lines 1 through 3)	024	4,725.69	4,725.69	4,725.69
TOTAL REVENUE LIMIT				
5. Total Base Revenue Limit				
a. Base Revenue Limit Per ADA (from line 4)	024	4,725.69	4,725.69	4,725.69
b. Total Revenue Limit ADA	033	4,058.96	4,058.96	3,852.59
c. Total Base Revenue Limit (5a times 5b)	034	19,181,386.68	19,181,386.68	18,206,146.04
6. Necessary Small Elementary School Allowance	209	0.00	0.00	0.00
7. Necessary Small High School Allowance	211	0.00	0.00	0.00
8. Necessary Small Continuation High School Increase	058	252,150.00	252,150.00	252,150.00
9. Gain or Loss from Interdistrict Attendance (PL 81-874)	045	0.00	0.00	0.00
10. Unemployment Insurance Increase	960	16,293.00	16,293.00	16,293.00
11. Meals for Needy Increase	370	0.00	0.00	0.00
12. Less: Class Size Penalties	084	0.00	0.00	0.00
13. Less: PERS Reduction (must agree with objects 8092 and 3800-3802, not applicable to Basic Aid districts)	085	372,752.00	372,752.00	289,899.00
Less: Transfer of Special Education SDC Revenues to County Offices	121	101,759.00	101,759.00	106,007.00
15. Less: Transfer of County Community School Revenues to County Offices	310	28,071.00	28,071.00	33,269.00
16. Less: Transfer of County NPS/LCI Revenues to County Offices	320	0.00	0.00	0.00
17. Summer School Core Programs	181	0.00	0.00	102,817.00
18. Remedial Programs	129	180,245.00	180,245.00	77,428.00
19. Apprentice Allowance	087	0.00	0.00	0.00
20. Community Day Schools	800	0.00	0.00	0.00
21. Less: Revenue Limit Adjustment:				
a. Longer Day/Year Penalty	060	0.00	0.00	0.00
b. Excess ROC/P Reserves	160	0.00	0.00	0.00
22. Pupil Promotion and Retention and Low STAR Score (Grades 2-6)	070	0.00	0.00	0.00
23. Elementary Intensive Reading (Grades K-4)	165	0.00	0.00	0.00
24. Beginning Teacher Salary Incentive Funding	670	72,303.00	72,303.00	48,918.00
25. Intensive Algebra Instruction Academics (Grades 7-8)	240	0.00	0.00	0.00
26. Other Revenue Limit Adjustments	062	0.00	0.00	0.00
27. Adjustment to Basic Aid Guarantee	223	(4,726.00)	(4,726.00)	0.00
28. All Other Adjustments	- - -	0.00	0.00	0.00
29. TOTAL, REVENUE LIMIT (Sum Lines 5c, 6 through 11, minus Lines 12 through 16, plus Lines 17 through 20, minus Lines 21a and b, plus Lines 22 through 28)		19,195,069.68	19,195,069.68	18,274,577.04

9.6.26

Description	Form K-12 EDP No.	Original Budget	Approved Operating Budget	Projected Year Totals
REVENUE LIMIT - LOCAL SOURCES				
30. Charter Schools In-lieu Taxes	124	6,417,611.00	6,417,611.00	5,397,587.00
31. Less: Property Taxes	117	13,163,993.00	13,163,993.00	13,163,993.00
32. Less: Miscellaneous Taxes	118	0.00	0.00	0.00
33. Less: Community Redevelopment Funds	125	0.00	0.00	0.00
34. TOTAL REVENUE LIMIT - LOCAL SOURCES (Line 30 minus Lines 31 through 33)		(6,746,382.00)	(6,746,382.00)	(7,766,406.00)
35. Less: Charter Schools General Purpose Block Grant (Unified Districts Only)	123	689,955.00	689,955.00	653,002.00
36. STATE AID ENTITLEMENT (Sum Lines 29 and 34, Minus Line 35)		11,758,732.68	11,758,732.68	9,855,169.04
37. BASIC AID ENTITLEMENT (For Basic Aid Districts only, Sum EDP 122, 223, 121, 310, 320, 181, 129, 070, 165, 240, 087, 700 and 800 of Form K-12)	- - -	0.00	0.00	0.00
38. NET STATE AID - REVENUE LIMIT (Greater of Line 36 or Line 37)		11,758,732.68	11,758,732.68	9,855,169.04
39. Less: Actual Revenue Limit State Apportionment Receipts (Apportionment Doc: Form K-12, Exhibit H, EDP 999)				
40. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 38 minus Line 39)				
IARTER SCHOOLS				
41. General Purpose Entitlement				
a. For charter schools sponsored by an elementary, high school, or unified district (non-resident) (Worksheets CH/BG, CH/BG/UNR, Line A-13)	- - -	0.00	5,727,656.32	10,976,936.00
b. For county operated community school charters with Sec. 1981(b) pupils (Worksheet CH/BG/COE, Line A-13)	- - -	0.00	0.00	0.00

7.6.27

Instructions: All school districts and JPAs must complete the First Tier Review (Sections I - II). School districts and JPAs projecting that they may not or will not have a positive fund balance in the General Fund for the remainder of the current fiscal year or subsequent two fiscal years and/or they may not or will not have a positive cash balance for the remainder of this fiscal year must also complete the Second Tier Review (Section III). Completion of the Second Tier Review may also be required by your county office of education.

GENERAL FUND

I. Fund and Cash Balances (Click the button by one of the following three statements):

(X) Based on a multiyear projection, the fund balance at the end of this fiscal year and the two subsequent fiscal years will be positive and a cashflow analysis indicates that the cash balance will be positive at the end of this fiscal year.

( ) Based on a mulityear projection, the fund balance at the end of this fiscal year and the two subsequent fiscal years may not be positive and/or a cashflow analysis indicates that the cash balance may not be positive at the end of this fiscal year.

( ) Based on a multiyear projection, the fund balance at the end of this fiscal year and the two subsequent fiscal years will be negative and/or a cashflow analysis indicates that the cash balance will be negative at the end of this fiscal year.

If your cash balance and/or fund balance MAY NOT BE POSITIVE or WILL BE NEGATIVE, please explain below or provide separate attachments explaining the contributing factors.

II. Supplemental Information

1. Reserves
Available reserves are not less than the following percentages as applied to total expenditures[1], transfers out, and other uses, except as provided for in Education Code Section 33128:

Reserve Standard	Size of district by ADA		
5% or $50,000 (greater of)	0	to	300
4% or $50,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	Over

Your Minimum Reserve Level is:
(Based on Form AI, sum of lines 1 through 4, Column C, ESTIMATED REVENUE LIMIT, Projected Year Totals.) 3%

[1] An Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude the distribution of revenues to its participating members.

Special Education Pass-through Funds Reserve Exclusion

1. a. Does your office choose to exclude the pass-through funds distributed to a SELPA(s) from the reserve calculation? No
b. If yes, enter the name(s) of the SELPA:

2. a. Does your office serve as the Administrative Unit (AU) of the SELPA? No
If no, pass-through funds cannot be excluded.
b. If yes, enter the amount of special education funds budgeted in resources 3300-3499, 6500 and 6510 for the following:
Object 7211 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
Object 7212 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
Object 7213 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
Object 7221 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
Object 7222 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
Object 7223 (Key enter or extract funds 01 and 06, resources 3300-3499, 6500 and 6510, projected year totals)
3. Total, Special Education Pass-through funds to be excluded: 0.00

7.6.28

Minimum Reserve Level (Funds 01, 17 & 72)

Determine district's a) Recommended Reserve Amount and b) Projected Reserve Amounts:

a. Recommended Reserve Amount

(1) Total Expenditures, Transfers Out, and Other Uses (Form 01I, column D, sum of lines B-9, D-1b and D-2b)	26,457,984.95
(2) Special Education Pass-through Funds (Special Education Pass-through Funds Reserve Exclusion Section, Line 3)	0.00
(3) Net Expenditures, Transfers Out, and Other Uses (Line a1 less Line a2)	26,457,984.95
(4) Recommended minimum reserve percentage	3%
(5) Total (Line a3 x Line a4)	793,739.55
(6) Recommended minimum reserve amount for this district (Line a5 or the greater of Line a5 or $50,000 for a district with less than 1,001 ADA)	793,739.55

b. Projected Reserve Amount (AMOUNTS DESIGNATED FOR RESERVES MUST BE UNRESTRICTED)

(1) General Fund - Designated for Economic Uncertainties (DEU) (Form 01I, column D, #9770)	793,750.00
(2) General Fund - Undesignated (Form 01I, column D, #9790)	8,933.40
(3) Special Reserve Fund (Form 17I) - DEU (#9770)	
(4) Special Reserve Fund (Form 17I) - Undesignated (#9790)	
(5) Article XIII-B Fund (Form 72I) - DEU (#9770)	
(6) Article XIII-B Fund (Form 72I) - Undesignated (#9790)	
(7) Total projected unrestricted reserves (Sum of b1 through b6)	802,683.40

7.6.29

c. Do reserves meet the recommended minimum reserve amount? Yes

If no, please explain below, or provide separate attachments explaining why the recommended reserve levels have not been met. The explanation must include reasons for any decrease from the original budget levels and how the reserves will be replenished in the subsequent fiscal year.

2. Components of Ending Fund Balance

Is the sum of the components of ending fund balance (Form 01I, Lines F.2.a. and F.2.b., Column D) greater than the ending fund balance (Form 01I, Line F.2., Column D)? No

If yes, adjust the components of ending fund balance until the Unappropriated Amount (Form 01I, Line F.2.c., Column D) is positive or zero.

3. Status of Employee Salary and Benefit Negotiations

	Certificated	Classified
a. Enter the number of FTEs projected in this interim report.	216.60	105.33
b. Enter the number of FTEs from the original adopted budget.	212.00	88.09
c. Are salary and benefit negotiations settled for the current fiscal year?	No	No

PLEASE NOTE If salary and benefit negotiations are not finalized, upon settlement the school district must determine the cost of the settlement including salaries, benefits, and any other agreements that change costs, and provide the county office of education with an analysis of the cost of the settlement and its impact on the operating budget. The public disclosure documents prepared in compliance with Government Code Section 3547.5 will satisfy this salary settlement notification requirement. (Refer to CDE Management Advisory 92-01, dated May 15, 1992.) The governing board must certify to the validity of the analysis. The county superintendent shall review the analysis relative to the Criteria and Standards, and may provide written comments to the president of the district governing board, and the district superintendent.

d. If negotiations have not been settled:

1. Are any proposed or previously negotiated salary or benefit increases budgeted in expenditure objects 1000/2000 and 3000? (Yes/No/NA)	No	No
2. If yes, how much for each of the following:		
a. Salaries		
b. Health and Welfare Benefits		
3. What would an overall 1% increase for salaries and statutory benefits (i.e., STRS/PERS, FICA, UI, Workers' Comp) be estimated to cost in total dollars	121,401.00	32,650.00

7.6.30

4. Multiyear Commitments (Include BOTH General Fund and OTHER FUNDS)

a. Have any new commitments occurred since budget adoption? (Yes/No) _____

List all significant multiyear commitments that have occurred since budget adoption for the current and subsequent two fiscal years. If the source of the payment is not the same for each year, explain in the comments section. (EXCLUDE SALARY AND BENEFIT SETTLEMENTS, NON-CAPITAL OPERATING LEASES, AND MAINTENANCE AGREEMENTS.)

Type of Commitment	# of Years	Balance July 1, 2002 Principal Only	2002/03 Payment (P & I)	2003/04 Payment (P & I)	2004/05 Payment (P & I)	Fund/ Object Code/ Resource
General Obligation Bonds	17	13,369,057.15	77,460.00	840,090.00	925,000.00	Ad Valorem Taxes
State School Building Loans						
Other Postemployment Benefits	10	975,280.00	82,375.00	98,335.00	100,210.00	Revenue Limit
Compensated Absences						
Certificates of Participation	16	771,000.00	708,318.76	704,718.76	705,281.26	Developer Fees
Capital Leases						
Other Commitments:						
Capital Lease (Energy Retrofit)	8	385,374.96	60,465.96	60,465.96	60,465.96	Revenue Limit
Capital Lease (Vehicles)	3	51,195.95	18,841.88	18,841.88	18,841.88	Revenue Limit
Capital Lease (Busses)	3	175,820.06	64,707.87	64,707.87	64,707.87	Mello-Roos
Capital Lease (Portable)	3	156,467.02	58,135.57	58,135.57	58,135.57	Developer Fees
Certificates of Participation*	29	18,585,000.00	0.00	0.00	0.00	Developer Fees

Comments:

5. Status of Other Funds

a. Are any other fund balances projected to be negative for the current fiscal year? (Yes/No) No

If yes, prepare a complete financial statement for that fund.

b. Please explain below, or provide separate attachments, explaining how each fund with projected negative balances will be resolved.

7.6.3

6. Changes in Contributions

Compare the budgeted Contributions to the projected year totals:

Board Approved Operating Budget - Contributions (Form 01I, Unrestricted, Column B, Line D-3)	(1,869,493.00)
Projected Year Totals - Contributions (Form 01I, Unrestricted, Column D, Line D-3)	(1,603,132.00)
Percentage of change from Board Approved Operating Budget	14.25%

Provide an explanation if the percentage of change in contributions reflects an increase or decrease greater than 5%:

Budget adjustments have been made to decrease contributions.

7. Contingent Liabilities

Identify any known or contingent liabilities from financial or program audits, state compliance reviews, litigation, etc., that have occurred since budget adoption that may impact the budget.

This is the end of the First Tier Review. You do not need to continue on to the Second Tier Review unless (1) the First Tier Review reflects that the district's or JPA's projected general fund balance may not or will not be positive at the end of the current fiscal year or subsequent two fiscal years and/or cash balance may not or will not be positive at the end of the current fiscal year or (2) the county office of education has requested a Second Tier Review.

7.6.32

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Second Interim
2002/03 Projected Totals
Technical Review Checks

Western Placer Unified Placer County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (must be corrected; cannot be explained)
W/WC - Warning/Warning with Calculation (should be corrected, if appropriate; if not, an explanation must be provided)
O - Informational (should be corrected, if appropriate; if not, explanations are optional, but encouraged)

NOTE: Although there is no Official Export during the Interim periods, all technical review checks should be reviewed and any exceptions corrected or explained to prepare for official export of unaudited actuals data at the end of the year.

Also note that, if fund data was keyed directly into the fund forms rather than imported from your general ledger, the following Import and General Ledger checks will indicate PASSED even though there was no data to check.

IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid. PASSED

CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED

CHECKGOAL - (F) - All GOAL codes must be valid. PASSED

CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED

CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED

CHK-FUNDxOBJECT - (F) - All Account code combinations should be valid.
Combination Validation Check for FUND and OBJECT PASSED

CHK-FUNDxRESOURCE - (W) - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	FUND	RESOURCE	VALUE
01-6017-0-0000-0000-9790	01	6017	0.37
01-6017-0-0000-0000-9791	01	6017	80,305.37
01-6017-0-0000-0000-979Z	01	6017	0.37
01-6017-0-1110-1000-4300	01	6017	80,305.00

Explanation:This is a valid combination -- carryover from prior year.

CHK-FUNDxGOAL - (W) - All Account code combinations should be valid.
Combination Validation Check for FUND and GOAL PASSED

CHK-FUNDxFUNCTION - (W) - All Account code combinations should be valid.

9.6.33

Combination Validation Check for FUND and FUNCTION PASSED

CHK-RESOURCExOBJECT - (W) - All Account code combinations should be valid.
Combination Validation Check for RESOURCE and OBJECT PASSED

CHK-FUNCTIONxOBJECT - (W) - All Account code combinations should be valid.
Combination Validation Check for FUNCTION and OBJECT (NOTE: this check will be fatal for 2002-03 Estimated/Unaudited Actuals Data) PASSED

CHK-GOALxFUNCTION - (F) - All Account code combinations should be valid.
Combination Validation Check for GOAL and FUNCTION PASSED

GENERAL LEDGER CHECKS

INTRAFD-DIR-COST - (W) - Direct Costs for Transfer (5710) must net to -0-. PASSED

INTRAFD-DIR-SUPP - (W) - Direct Support/Indirect Costs Charges (7310) must net to -0- by fund individually. PASSED

INTRAFN-DIR-SUPP - (W) - Direct Support/Indirect Costs Charges (7310) must net to -0- by function individually. PASSED

CONTRIB-UNREST-REV - (W) - Contributions from Unrestricted Revenues (Object 8980) must net to -0- by fund. PASSED

CONTRIB-RESTR-REV - (W) - Contributions from Restricted Revenues (Object 8990) must net to -0- by fund. PASSED

CAT-TRANSFER - (W) - Transfer of Flexibility Provision Transfers (8998) must net to -0- in all funds individually. PASSED

LOTTERY-CONTRIB - (W) - There should be no contributions (objects 8980-8999) to or from the State Lottery (resources 1100 and 6300). (Note: This check will be Fatal in the 2003/04 software.) PASSED

UNDESIGNATED-POS - (W) - If there are amounts reported in Legally Restricted Balance, DEU, or Designated for Other (9740-9780), Undesignated (9790) must be positive or -0- by resource. PASSED

EFB-NEGATIVE - (W) - This section displays any fund by resource with a negative ending balance. PASSED

OBJ-POSITIVE - (W) - All amounts should be positive by object, by fund. PASSED

REV-POSITIVE - (W) - Revenue amounts should be positive by resource, by fund. PASSED

EXP-POSITIVE - (W) - Expenditure amounts should be positive by function, by fund. PASSED

EXPORT CHECKS

FUND01-PROVIDE - (F) - Fund 01 GL data must be provided and Form 01 (Form 01I) opened and saved. PASSED

7.6.34

INTERIM-CERT-PROVIDE - (F) - Interim Certification must be provided. PASSED

CS-PROVIDE - (F) - Criteria and Standards data has been provided for all applicable funds. PASSED

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation:Information provided in another document.

MYP-PROVIDE - (W) - A Multiyear Projection Worksheet must be provided with your Interim. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources and combined total resources.) EXCEPTION

Explanation:Information is provided in another document.

CHK-DEPENDENCY - (F) - If data has changed that affects other forms, the affected forms must be opened and saved. PASSED

Checks Completed.

7.6.35

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Monthly Cash Flows

Projected Cash Flows - Fiscal Year 2002/2003

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
BEGINNING CASH	2,112,324	614,021	(497,500)	(2,178,435)	(3,579,375)	(5,014,700)	7,126,519	3,845,814	4,827,615	4,145,233	(1,387,816)	(550,321)	771,068
RECEIPTS:													
Revenue Limit	596,805	1,170,631	1,174,111	806,847	790,805	7,331,988	879,289	3,116,737	712,663	295,322	731,080	305,196	17,911,474
Federal	0	0	180,672	0	0	0	457,788	169,330	44,318	55,404	157,799	462,776	1,528,087
Other State	54,901	65,518	208,185	200,516	184,140	392,699	247,614	118,528	313,296	945,914	587,590	860,641	4,179,542
Local	66,250	144,397	122,652	159,288	113,812	168,321	155	65	390,639	138,738	382,765	469,764	2,156,846
Other Sources	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Receivable	127,591	282,899	40,641	110,302	94,056	872,187	(563,642)	3,848	109,014	122,911	122,911	122,913	1,445,631
Notes Proceeds/Int.	0	0	0	0	0	4,300,000	0	0	0	0	0	0	4,300,000
TOTAL RECEIPTS	845,547	1,663,445	1,726,261	1,276,953	1,182,813	13,065,195	1,021,204	3,408,508	1,569,930	1,558,289	1,982,145	2,221,290	31,521,580
DISBURSEMENTS:													
Salaries/Benefits	1,516,942	1,736,808	1,722,829	1,751,217	1,816,934	250,764	3,309,667	1,739,131	1,594,218	1,980,722	1,616,474	1,829,893	20,865,599
Supplies/Services	70,662	553,353	538,748	405,604	270,102	175,041	253,969	187,690	573,274	579,754	746,917	787,598	5,142,712
Capital Outlay	0	6,336		13,738	325	(1,634)	817	0	236	3,377	3,377	3,378	29,950
Other Outgo	0	375,629	748,837	500,595	530,031	499,225	500,435	499,798	0	0	(1,449,603)	(1,914,456)	290,491
Transfers Out	0		129,233	0	0	0	0	0	0	0	0		129,233
Accounts Payable	756,246	102,840	8,397	6,739	746	580	237,021	88	84,584	227,485	227,485	193,488	1,845,699
Deferred Revenue	0	0	259,152	0	0	0	0	0	0	0	0	0	259,152
Note Payable	0	0	0	0	0	0	0	0	0	4,300,000	0	0	4,300,000
Note Interest	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISB.	2,343,850	2,774,966	3,407,196	2,677,893	2,618,138	923,976	4,301,909	2,426,707	2,252,312	7,091,338	1,144,650	899,901	32,862,836
ENDING BALANCE	614,021	(497,500)	(2,178,435)	(3,579,375)	(5,014,700)	7,126,519	3,845,814	4,827,615	4,145,233	(1,387,816)	(550,321)	771,068	

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve a Resolution Calling an Election to Submit The Question of Levying a Special Tax Within the Area Proposed to be Annexed to Community Facilities District No. 1 to the Qualified Electors.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2003

BACKGROUND:

The attached resolution authorizes the District to begin the landowner election process to annex the Beazer Homes subdivision into the Community Facilities District.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve a resolution calling an election to submit the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 1 to the qualified electors.

7.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 02/03.28

A RESOLUTION CALLING AN ELECTION TO SUBMIT THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 TO THE QUALIFIED ELECTORS

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") on December 9, 1991, approved Resolution No. 91/91.23 establishing Western Placer Unified School District Community Facilities District No. 1 ("CFD No. 1") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing for the financing of the construction and acquisition of certain public school facilities (the "Facilities") described in Exhibit A thereto;

WHEREAS, at an election held on January 7, 1992, more than two-thirds of the votes cast were in favor of the levy of a special tax, the establishment of an appropriations limit, and the incurrence of bonded indebtedness, all as determined by the Board in Resolution No. 91/92.28, duly adopted on January 7, 1992;

WHEREAS, the Board on February 4, 2003, duly adopted Resolution No. 02/3.19_ declaring its intention to annex certain territory to CFD No. 1 and to levy a special tax within that territory to pay for certain public facilities;

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Annexation Map #2003-1 of Community Facilities District No. 1991-1," a copy of which was recorded in Book 2 of Maps of Community Facilities Districts at Page 13-6 in the office of the County Recorder of Placer County;

WHEREAS, the Board convened a public hearing on Tuesday, March 18, 2003, at 7:00 p.m., at the Lincoln High School Library, 790 J Street, Lincoln, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within CFD No. 1 and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to CFD No. 1 and the levy of special taxes within the territory proposed to be annexed;

WHEREAS, written protests have not been filed by fifty percent (50%) or more the registered voters residing within CFD No. 1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within CFD No. 1, or by the owners of one-half (1/2) or more of the territory to be annexed;

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WHEREAS, the Board has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to CFD No. 1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the Board has determined to call an election to authorize the annexation of territory to CFD No. 1 and the levying of a special tax therein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Western Placer Unified School District as follows:

Section 1. Recitals. All of the above recitals are true and correct, and the Board so finds and determines.

Section 2. Confirmation of Findings in Resolution of Intention. The Board reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Finding Regarding Protests. The Board finds and determines that written protests to the proposed annexation of territory to CFD No. 1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the Board hereby further orders and determines that all such protests are hereby overruled.

Section 4. Finding Regarding Prior Proceedings. The Board finds and determines that all prior proceedings had and taken by the Board with respect to the annexation of territory to CFD No. 1 are valid and in conformity with the requirements of the Act.

Section 5. Tax Lien. Upon recordation of an amended notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the territory proposed to be annexed and this lien shall continue in force and effect until the collection of the tax is terminated by the Board.

Section 6. Call and Order of Election. The Board hereby calls and orders a special election to be held on Tuesday, March 25, 2003 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated statement of the ballot measure is set forth in Exhibit A and is incorporated herein by reference.

Section 7. Vote Required. If the proposition on the question of levying the special tax within the territory proposed to be annexed receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, then the territory proposed to be annexed will be added to and become part of CFD No. 1 with full legal effect and the Board will be authorized to levy the special tax within the annexed territory.

Section 8. Submission of Ballot Proposition. The Board hereby submits to the landowners within the territory proposed to be annexed to CFD No. 1 at the special election the ballot proposition set forth in Section 6 of this resolution. Pursuant to Government Code section 53327(b), the Board hereby authorizes the Superintendent to conduct the election.

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Section 9. Conduct of Election. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within the territory proposed to be annexed to CFD No. 1 upon the date of the special election shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he, or it owns within the territory proposed to be annexed to CFD No. 1, as provided in Government Code section 53326(b).

(b) Pursuant to Government Code Section 53327, the special election shall be conducted as a mailed ballot election, in accordance with the provisions of Sections 1340 et seq. and Section 23511.1 of the Elections Code. There shall be no polling places for the special election.

(c) The Superintendent is hereby directed to cause to be mailed to each landowner in the territory proposed to be annexed to CFD No. 1 a ballot in the form set forth in Exhibit A hereto, with return postage prepaid.

(d) Each voter desiring to vote for the measure to levy a special tax shall mark an "X" in the voting square opposite the word "YES." To vote against the measure, the voter shall mark an "X" in the voting square opposite the word "NO."

(e) The Superintendent shall accept the ballots of the landowners up to 4:00 p.m. on election day, whether the ballots be personally delivered or received by mail. Once all qualified electors have voted, the election shall be closed. The Superintendent shall have available ballots that may be marked at the Superintendent's office on election day by voters.

(f) The Superintendent shall commence the canvass of the returns of the special election at 4:00 p.m. on Tuesday, March 25, 2003, at the Superintendent's office, and at the conclusion thereof shall declare the results of the election.

(g) The Board shall declare the results of the special election at its next regular meeting after the certification of the election, and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of returns.

Section 10. General Authorization with Respect to the Election. The members of the Board, the Superintendent, and the other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit for inclusion in the voter information pamphlet a tax rate statement and an argument in favor of passage of the ballot measure. All actions heretofore taken by the officers and agents of the District that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 11. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the District has created create separate accounts into which the special tax

7.7.3

proceeds shall be deposited; and the Assistant Superintendent of Business Services shall prepare a report, as required, pursuant to the requirements of Section 53343.1.

Section 12. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on March 18, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

President of the Board of Trustees
Western Placer Unified School District

_____

Clerk, Board of Trustees,
Western Placer Unified School District

7.7.4

EXHIBIT A

FORM OF OFFICIAL BALLOT

SPECIAL TAX ELECTION (ANNEXATION)
WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

Tuesday, March 25, 2003

NUMBER OF VOTES ENTITLED TO CAST: _____

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark an (x) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the Superintendent, Western Placer Unified School District, 810 J Street, Lincoln, California 95648, to obtain another.

BALLOT MEASURE: Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibit A and B to Resolution No. 02/03.19 adopted by the Board of Trustees of the Western Placer Unified School District on February 4, 2003, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Annexation Map # 2003-1 of Community Facilities District No. 1991-1.	YES _____ NO_____

NOTE: THIS IS A SPECIAL LANDOWNER ELECTION. YOU MUST RETURN THIS BALLOT TO THE OFFICE OF THE SUPERINTENDENT, WESTERN PLACER UNIFIED SCHOOL DISTRICT, BY 4:00 P.M. ON TUESDAY, MARCH 25, 2003, EITHER BY MAIL OR IN PERSON. AN ENCLOSED POSTAGE-PAID ENVELOPE IS PROVIDED FOR YOUR CONVENIENCE. THE SUPERINTENDENT'S OFFICE IS LOCATED AT WESTERN PLACER UNIFIED SCHOOL DISTRICT, 810 J STREET, LINCOLN, CALIFORNIA 95648.

7.7.5

CERTIFICATION

I, Karen Roberts, Clerk of the Board of Trustees of the Western Placer Unified School District, Placer County, State of California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on March 18, 2003, of which meeting all the members of the Board had due notice at which a majority thereof were present. At the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

_____

Clerk of the Board of Trustees
Western Placer Unified School District

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