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 Evening Classes	125		
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
APRIL 1, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – Library
790 "J" STREET, LINCOLN, CA

2002-2003 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

AGENDA

6:00 P.M. OPEN SESSION - Administrative Conference Room – D.O.

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

6:05 P.M. CLOSED SESSION - Administrative Conference Room – D.O.

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

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

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

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

d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (V)

e. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (W)

f. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (X)

2. CONFERENCE WITH LABOR NEGOTIATOR

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

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

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

3. ADJOURN TO OPEN SESSION

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 (S)

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

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

d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (V)

e. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (W)

f. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (X)

2.2 CONFERENCE WITH LABOR NEGOTIATOR

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

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

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

3. SPECIAL ORDER OF BUSINESS

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 Approval of Minutes
   a. Regular Meetings of March 4, 2003, March 18, 2003, and Special Meeting Budget Workshop of February 25, 2003

4.2 Approval of Warrants

4.3 Ratification of Personnel Items
   a. Certificated:
      >Request for Family Leave, Erik Bost, 7th Gd. Math Teacher, GEMS
      >Request for Maternity Leave/Child Rearing Leave, Audree Van Waardenberg, Speech & Language Pathologist, COES/FSS
   b. Classified:
      >Ratification of Employment: Ana Maria Peek, Kitchen Helper/Food Transportation 1.5 Hrs./Day, GEMS
      >Ratification of Classified Resignation: Robert J. Armstrong, Food Service; Katrina Moddelmog, Campus/Café Supervisor, GEMS

4.4 Approval of the Community-Based English Tutoring (CBET) Program Application for FT 2003-04

4.5 Ratification of the Proposal from Blackburn Consulting to Investigate a Potential Borrow Source for Non-expansive Material for the Twelve Bridges Elementary School Site

4.6 Approval of Mentor Teachers: Physical Education, Bob Wood; English Learner, Mark Bryant

4.7 Approval of Resolution # 02/03.29 Authorizing Additional Use of New Construction Grants from Kindergarten Through Sixth Grade for the Twelve Bridges Elementary School

4.8 Approval of Resolution 02/03.30 Declaring the Results of the Special Election Held on March 25, 2003, and Ordering the Annexation of Territory to Community Facilities District No. 1

4.9 Approval of Resolution 02/03.31 Authorizing and Directing the Form and Authorizing Execution of an Amendment to the Trust Agreement Relating to the Certificates of Participation for the District's 2001 Land Acquisition Program, and Authorizing and Directing Certain Actions with Respect Thereto

4.10 Approval of Resolution 02/03.32 A Resolution Adopting Local Goals and Policies and Resolution of Intention to Establish a Community Facilities District No. 2 to Levy a Special Tax to Pay for Certain Public School Facilities, to incur Bonded Indebtedness, to Establish an Appropriations Limit for Such Community Facilities District, to Call a Public Hearing, to Approve the Memorandum of Understanding, and to Call a Special Election to Submit the Question of Levying a Special Tax, Issuing bonds and Establishing an Appropriation Limit for Such Community Facilities District

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, Lincoln High School
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 Update
- 6.5.2 Scott Leaman
  - a. Program Focus Area: Healthy Kids Survey and Community Advisory Meeting
- 6.5.3 Bob Noyes, Personnel Director
  - a. Update on 2002/03 Personnel

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

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

7.1 (D/A) ADOPTION OF REVISED POLICY AND REGULATION 6162.52 HIGH SCHOOL EXIT EXAM– Leaman *(02/03 G &O, Components II)*

•This policy and regulation transfers the right to waive the Exit Exam as a condition of high school graduation from the State Board of Education to the local school Board in special circumstances for those that have modifications through a 504 plan or Individualized Education Plan. Other minor revisions are also requested based on new law.

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. ADJOURNMENT OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES TO A WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION BOARD OF DIRECTORS MEETING

9.1 APPROVAL OF RESOLUTION 02/03.01 AUTHORIZING AND DIRECTING THE FORM AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRUST AGREEMENT RELATING TO THE CERTIFICATES OF PARTICIPATION FOR THE DISTRICT'S 2001 LAND ACQUISITION PROGRAM, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

•This resolution authorizes an amendment to the Trustee Agreement that corrects the purchase process for land acquisition.

10. ADJOURNMENT OF THE WPUSD FINANCING CORPORATION BOARD OF DIRECTORS MEETING

11. BOARD OF TRUSTEE GOALS AND OBJECTIVES WORKSHOP FOR SCHOOL YEAR 2003 – 2004

BP 0200 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS - Goals for the School District

- 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.
- Provide the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

Established: 1991, Reviewed: 2001

12. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
  >May 6, 2003, 7:00 p.m. Lincoln High School Library

13. ADJOURNMENT OF MEETING

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: 3/27/03
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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: **April 1, 2003**
TIME: **6:00 p.m.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR
   - a. Name any employee organization with whom negotiations to be discussed are being conducted. **Western Placer Teachers Association**
   - b. Identify the titles of unrepresented individuals with whom negotiations are being conducted. **None**
   - c. Identify by name the agency's negotiator. **Bob Noyes, Director Human Services, David Butler, Trudy Wilson, Keith Bray, Attorney**

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

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

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

Complies with Board Policy ___
Complies with Site Plan (LIP)___
Complies with Governance & Management Document ___
Complies with District Goals___
Complies with District Mission Statement ___
Funding Sign-Off by J. Stewart___
Personnel Sign-Off by B. Noyes___
Program Sign Off by S. Leaman___
SBLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET

SUBJECT:
Student Discipline/Expulsion
Student # 02-03 S

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

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 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 T

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET

SUBJECT:
Student Discipline/Expulsion
Student # 02-03 U

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

2.1 C

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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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 V

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

2.1d

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 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 W

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

2.1 E

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 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 X

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
April 1, 2003

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

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

8.1F

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.
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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:
Conference with Labor Negotiator

AGENDA ITEM AREA:
Closed Session Disclosure

REQUESTED BY:
Board of Trustees

ENCLOSURES:

MEETING DATE:
April 1, 2003

BACKGROUND:

The Board of Trustees disclose any action taken in regard to this item:

CONFERENCE WITH LABOR NEGOTIATOR

a. Name any employee organization with whom negotiations to be discussed are being conducted. **Western Placer Teachers Association**
b. Identify the titles of unrepresented individuals with whom negotiations are being conducted. **None**
c. Identify by name the agency's negotiator. **Bob Noyes, Director Human Services, David Butler, Trudy Wilson, Keith Bray, Attorney**

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session on this item.

Eva\h:\wpfiles\Board\format3

SPECIAL ORDER OF BUSINESS

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

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
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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:
Approval of Minutes

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
Minutes

MEETING DATE:
April 1, 2003

BACKGROUND:

Being submitted for approval are the minutes of regular meetings March 4, 2003 and March 18, 2003, and special budget workshop meeting of February 25, 2003.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the three sets of minutes as submitted.

Eva\h:\wpfiles\Board\format1

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

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

Personnel Sign-Off by B. Noyes___
Program Sign Off by S. Leaman___

SBLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Trudy Wilson,
Director, Business Services

ENCLOSURES:
Board Members Only

MEETING DATE:
April 1, 2003

BACKGROUND:

Being submitted for approval are the warrants paid since the March 4, 2003 Board of Trustee Meeting.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the warrants as submitted.

Eva\h:\wpfiles\Board\format2

4.7

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Request for Family Leave

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
April 1, 2003

BACKGROUND:

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

Erik Bost, 7th Grade Math Teacher - GEM

SUPERINTENDENT'S RECOMMENDATION:

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

4.3

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Request for Maternity Leave/ Child Rearing

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
April 1, 2003

BACKGROUND:

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

Audree Van Waardenberg – Speech & Language Pathologist – COE/FSS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the request for maternity leave/child rearing as listed.

4.3.2

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Classified Employment

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
April 1, 2003

BACKGROUND:

The Board of Trustees will consider ratification of employment of:

Ana Maria Peek – Kitchen Helper/Food Transportation (.19 FTE) - GEMS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of employment of the individual listed above.

4.3.4

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Classified Resignations

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes BN
Director, Human Services

ENCLOSURES:

MEETING DATE:
April 1, 2003

BACKGROUND:

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

Robert Armstrong, Kitchen Helper/Food Transp. - GEM
Katrina Moddelmog, Campus/Cafeteria Supervisor, GEM

SUPERINTENDENT'S RECOMMENDATION:

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

Boardfactsheet.doc

4.3.5

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 Community-Based English Tutoring (CBET) Program Application for FY 2003-04.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached program application supports the District's CBET program for FY 2003-04.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Community-Based English Tutoring (CBET) program application for FY 2003-04.

Community-Based English Tutoring (CBET) Program Application Form, Fiscal Year 2003-2004 (previously known as letter of intent)

Submission Deadline: May 23, 2003

Please complete the following information to request Community-Based English Tutoring Program funds:

Local Educational Agency (LEA) Information

Name of LEA Western Placer Unified County/District Code 31/66951
Charter School No. _____

Mailing Address 810 J Street

City Lincoln State CA Zip Code 95648 - _____

Program Contact Person Name Jay M. Stewart

Title/Office Assistant Superintendent

Telephone Number (916) 645 - 6387 x_____ FAX Number (916) 645 - 6348

E-mail Address j_stewart@wpusd.k12.ca.us

The LEA listed above hereby **requests** allocation of funds from the California Department of Education to participate in the CBET Program for Fiscal Year 2003-2004.

Assurances

The signature of the Superintendent or designee of this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to *Education Code* sections 300-340, and *California Code of Regulations, Title 5, Education*, sections 11300-11305 will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to K-12 English learners.
5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.

(continued on reverse side)

Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the Community-Based English Tutoring (CBET) Program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; and (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the California Department of Education, and/or the representatives or designees of the department.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding, and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

Jay M. Stewart
Print Name of Superintendent or Designee

Signature of Superintendent or Designee

04/02/03
Date

Board Approval

Karen Roberts
Print Name of Presiding Officer of Governing Board

04/01/03
Board Approval Date

Signature of Presiding Officer of Governing Board

04/01/03
Date

This CBET Application Form, FY 2003-2004 is to be submitted to the California Department of Education and postmarked on or before May 23, 2003. Return this form to:

Jorge Gaj, Educational Programs Consultant
Community-Based English Tutoring (CBET) Program
Language Policy and Leadership Office, Suite 4309
California Department of Education
P.O. Box 944272
Sacramento, CA 94244-2720

4.4.7

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:

Ratify the Proposal from Blackburn Consulting to Investigate a Potential Borrow Source for Nonexpansive Material for the Twelve Bridges Elementary School Site.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart JMS
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached proposal authorizes Blackburn Consulting to test soil from an existing stockpile for use at the Twelve Bridges Elementary School site. Much of the soil at the Twelve Bridges Elementary School site is unsuitable to meet the required compaction.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the proposal from Blackburn Consulting to investigate a potential borrow source for nonexpansive material for the Twelve Bridges Elementary School Site.

4.5

(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

File No. 292.2
March 14, 2003

Post-it® Fax Note 7671	Date 3/14/03	# of pages ▶ 3
To Jay Stewart	From Dave Morrell	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 645-6356	Fax #	

Mr. Jay Stewart
Western Placer Unified School District
810 J Street
Lincoln, CA 95648
Phone (916) 645-6350
Fax (916) 645-6356

Subject: **Twelve Bridges Elementary School**
Lincoln, California
Proposal For NEC Borrow Site Investigation

Dear Mr. Stewart,

At the request of Mr. Steven Kleinhans with NTD Architects, Blackburn Consulting Inc. (BCI) prepared this proposal to investigate a potential borrow source of nonexpansive material for the Twelve Bridges Elementary School. The potential borrow site is a stockpile located at the NEC Facility on Foothills Boulevard in Roseville, California.

Project Description

Based on our March 6, 2003 site meeting with Teichert Construction and an NEC representative, the potential borrow source is composed of a large soil stockpile (approximately 150,000 to 200,000 cubic yards) generated during mass grading of the NEC Facility.

Scope of Services

Based on our understanding of the project, we propose the following scope of services:

1. Review the Geotechnical Report used for mass grading the NEC Facility if provided prior to completing our work.
2. Retain a conventional rubber-tired backhoe and perform 8 to 10 test pits in the existing stockpile to depths of 10 to 15 feet, or until native soil is encountered.
3. Obtain bulk soil samples from the test pits at various intervals for laboratory testing.
4. Perform 5 expansion index tests on selected samples.

4.5.1

Twelve Bridges Elementary School
Proposal For NEC Borrow Site Investigation
File No. 292.2 March 14, 2003

5. Prepare a brief letter summarizing our findings and conclusions related to the potential borrow source. The letter will include a rough site plan showing the approximate lateral limits of the stockpile based on pacing from existing site features.

Fee and Agreement

We propose to perform the above services for a fee of 3,524. We will not exceed this fee without a change in scope authorized by the District. We attach an itemization of our fee for your information.

If this proposal is acceptable, please sign below to authorize the work in accordance with the terms and conditions of our March 11, 2002 Agreement for the Geotechnical Report for Twelve Bridges Elementary School.

Client Signature 3/17/03 Date

P.O. 32882

Schedule

We will complete the above scope of services within 3 weeks of receiving a signed agreement, weather permitting. In the event that the stockpile is inaccessible to a conventional backhoe due to soft and wet soil conditions, we will contact you to discuss alternative exploration methods and the associated fee.

Please call if you have questions.

Sincerely,

BLACKBURN CONSULTING, INC.

David J. Morrell, P.E.
Senior Engineer

Robert B. Lokteff, G.E.
Project Manager

Copy: 1 to Addressee
1 to NTD Architects/Mr. Steven Kleinhans (Fax Copy)

4.5.7

Twelve Bridges Elementary School

Fee Itemization For Geotechnical Services For NEC Borrow Site Investigation

blackburn consulting

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

Date: March 14, 2003

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Site Visit-	Sr. Engineer	4	$110	hour	1	$440	
Review	Mileage	70	$0.50	mile	1	$35	
							$ 475
Subsurface	Sr. Engr.	5.5	$110	hour	1	$605	
Exploration	Mileage	70	$0.50	mile	1	$35	
	Backhoe	5.5	$90	hour	1.2	$594	
							$ 1,234
Laboratory Testing	Expansion Index	5	$145	test	1	$725	$ 725
Engineering Analysis	Sr. Engr.	3	$110	hour	1	$330	$ 330
Prepare	Sr. Engr.	4	$110	hour	1	$440	
	CAD	3	$65	hour	1	$195	
Letter	Proj. Mgr.	1	$125	hour	1	$125	
							$ 760

Total Fee Estimate **$ 3,524**

4.5.3

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

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
No

MEETING DATE:
April 1, 2003

BACKGROUND:
The administration recommends approval of the following mentorships using Peer Assistance and Review funding per our agreement with Western Placer Teachers Association:

Physical Education – Bob Wood
English Learner – Mark Bryant

ADMINISTRATION RECOMMENDATION:
Administration recommends approval of the mentors.

4.6

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution No. 02/03.29 Authorizing Additional Use of New Construction Grants from Kindergarten Through Sixth Grade for the Twelve Bridges Elementary School.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The District is currently planning to build Twelve Bridges Elementary School with State and District funds, in accordance with the State School Facility program. Under the guidelines of the Growth (New Construction) section of the State School Facility Program, State funding is calculated based on a formula involving unhoused students and the number of teaching stations that are being built along with other factors. Usually, districts apply for funding for the purpose of constructing classrooms to house the students which generate the funding eligibility. However, some districts, such as our own, wish to use growth eligibility funding for purposes other than classrooms. In the District's case, additional funding is needed to construct the multipurpose room, administration, kitchen, and restroom facilities. For such cases as this, the Program allows for the "Use of Grants."

Under the Use of Grants Program, the District can request new construction grants that do not exceed 135% of the pupils that will be housed in the project based upon the school Facilities Program loading standards of 25:1 for elementary schools. In order to receive this funding, the Board of Trustees must approve a resolution.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution No. 02/03.29 authorizing additional use of new construction grants from kindergarten through sixth grade for the Twelve Bridges Elementary School.

4.9.1

RESOLUTION NO. 02/03.29

RESOLUTION AUTHORIZING ADDITIONAL USE OF NEW CONSTRUCTION GRANTS FROM KINDERGARTEN THROUGH SIXTH GRADE FOR THE TWELVE BRIDGES ELEMENTARY SCHOOL

BEFORE THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT LINCOLN, CALIFORNIA

WHEREAS, the Western Placer Unified School District is applying to the State Allocation Board for approval of a School Facility Program project pursuant to Chapter 12.5, Part 10 Division 1, commencing with Section 17010.10, et. seq., of the Education Code, new construction of school facilities;

WHEREAS, the District has developed a plan that describes how the District will adequately house the excess pupils receiving grants;

WHEREAS, the District submitted plans to the DSA on January 21, 2003;

WHEREAS, the plans submitted to the DSA prior to January 23, 2003 are grandfathered to permit requests, per section 1859.77.2, for new construction grants that do not exceed 135% of the number of pupils that will be housed in the project;

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

1. That the District intends to file an application for funding for the new elementary school project under the School Facility Program as provided in AB16; and

2. The additional grants requested exceed the number of pupils housed in the project by not more than 135%; and

3. The District has developed a plan that describes how the District will adequately house the additional pupils in accordance with Education Code Section 17368; and

4. The Board is aware that requesting additional grants exceeds the number of pupils housed in the project will not result in the construction of the exact number of classrooms required to house all the pupils associated with the grants requested, but that some of the eligibility will be diverted to alternate uses; and

WHEREAS, the District acknowledges that the State has satisfied its obligation to house the pupils for which it is receiving additional grants; and

WHEREAS, the District is committed to fulfilling its facility plan which includes the construction of the new elementary school;

NOW, THEREFORE, BE IT RESOLVED that the District authorizes staff to file an application to the State Allocation Board for said project.

4.1.2

PASSED AND ADOPTED at its regular meeting of the Western Placer Unified School District Board of Trustees on _____ by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

Dated this _____ day of _____.

_____
President, of the Governing Board
Western Placer Unified School District

ATTEST:

_____
Clerk, Governing Board
Western Placer Unified School District

4.1.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
HOUSING PLAN FOR TWELVE BRIDGES ELEMENTARY SCHOOL
USE OF GRANTS REQUEST

EXHIBIT A

Pursuant to section 1879.77.2(a), the Western Placer Unified School District adopted resolution number 02/03.29 authorizing the use of New Construction Grants for Twelve Bridges Elementary School. This resolution acknowledges that the plans for Twelve Bridges Elementary School that were submitted to OPSC contain 28 standard classrooms and 1 SDC classroom. The District recognizes the State loading standard is 25:1. Therefore, the plans as submitted to the state, would house 713 students. The 50-04 application submitted to the OPSC requests 958 students. This document represents the housing plan for the additional 252 grants requested for Twelve Bridges Elementary School.

Housing Plan for the additional 252 Elementary School Grants

If the District should need to house the additional 252 elementary school students used for the Twelve Bridges Elementary School within the next five years, the District intends to meet the housing needs of those students based on loading the fourth, fifth and sixth grades at the district standard of 31:1. Six additional students would be housed in each class.

Based on the table below, the District can adequately house the additional student grants requested for Twelve Bridges Elementary School by busing impacted students to a neighboring elementary school such as First Street Elementary, Creekside Oaks Elementary, Carlin Coppin Elementary and Glen Edwards Middle School.

School Site	Number of 4th, 5th and 6th grade classes	Additional Students Per Class	Additional Students Housed at this site
Twelve Bridges Elementary School	10	6	60
First Street Elementary	6	6	36
Carlin C. Coppin Elementary	7	6	42
Creekside Oaks Elementary	9	6	54
Glen Edwards Middle School	10	6	60
			Total = 252

4.7.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 02/03.30 Declaring the Results Of the Special Election Held on March 25, 2003, And Ordering the Annexation of Territory to Community Facilities District No. 1.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached resolution presents the successful land-owner election approving the annexation of the Windsor Ranch subdivision into the Community Facilities District No. 1.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 02/03.30 declaring the results of the special election held on March 25, 2003, and ordering the annexation of territory to Community Facilities District No. 1.

4.8

RESOLUTION NO. 02/03.30

A RESOLUTION OF THE BOARD OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 25, 2003, AND ORDERING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT No. 1

WHEREAS, in proceedings heretofore conducted by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "School District"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Board on March 18, 2003 adopted Resolution No. 02/03.28 which resolution called a special election within the territory proposed to be annexed to the School District's Community Facilities District No. 1 (the "District");

WHEREAS, pursuant to the terms of the resolution, the special election was held on March 25, 2003, and the Superintendent has duly canvassed the returns of the election and has filed with this Board a statement of all votes cast at the election showing the whole number of votes cast within such territory and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, his certificate as to the correctness of the statement (the "Statement of Election Results"), a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THE BOARD HEREBY FINDS, DETERMINES, and ORDERS as follows:

Section 1. Approval of Canvass. The canvass by the Superintendent, as shown by the Statement of Election Results is hereby ratified, confirmed, approved, and entered upon the minutes of this meeting.

Section 2. Statement of the Measure. At the election, the following measure was submitted to the qualified electors of the District and the number of votes cast for and against the measure was as follows:

PROPOSITION	Total Votes	
	YES:	NO:
Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax 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 04, 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.	33	0

4.8.1

Section 3. Votes Cast. The total number of votes cast in the District at the election was 33.

Section 4. Measure Passed. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Section 5. Validity of Procedures. The Board hereby finds and determines that all prior proceedings and actions taken by this Board pursuant to the Act were and are valid and in conformity with the Act.

Section 6. Order of the Annexation. The Board hereby determines and orders that the territory proposed to be annexed to the District is added to and part of the District with full legal effect.

Section 7. Amendment to Notice of Special Tax Lien. The Superintendent is hereby directed to record a Notice of Special Tax Lien with the Placer County Recorder, in accordance with the provisions of Sections 3114.5 and 3117.5 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on April 1, 2003, by the following vote:

AYES:
NOES:
ABSENT:

_____
Board President

I hereby certify that this document is a full, true,
and correct copy of the original on file in this office

ATTEST: _____
Roger R. Yohe, Secretary of the Board, Superintendent

4.8.7

CERTIFICATION

I, Roger R, Yohe, Superintendent and Secretary of the Board of Trustees of the Western Placer Unified School District, 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 April 1, 2003, of which meeting all the members of the Board had due notice and 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 School 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.

_____

Roger R. Yohe Superintendent,
Western Placer Unified School District

4.8.3

STATEMENT OF ELECTION RESULTS

I, Roger R. Yohe, Superintendent of the Western Placer Unified School District (the "School District"), hereby certify that:

1. On March 25, 2003, at 4:30 p.m., at the School District's offices, 810 J Street, Lincoln, California I canvassed the returns of the election called for on March 25, 2003, in the territiory proposed to be annexed to the Western Placer Unified School District's Community Facilities District No. 1 on the measure set forth below.

2. The total number of votes cast at the election and the total number of votes cast for and against the measure are set forth below.

3. The totals are shown for and against the measure are full, true, and correct.

4. More than two-thids of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

BALLOT MEASURE:

Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax at the rate and apportioned as described in Exhibit 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.

	Qualified Landowner Votes	Votes Cast	YES	NO
Western Placer Unified School District Community Facilities District No. 1 Special Tax Election March 25, 2003	33	33	33	0

Date: March 25, 2003

Roger R. Yohe
Superintendent
Western Placer Unified School District

4.8.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 02/03.31 Authorizing and Directing The Form and Authorizing Execution of an Amendment To the Trust Agreement Relating to the Certificates of Participation for the District's 2001 Land Acquisition Program, and Authorizing and Directing Certain Actions With Respect Thereto.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached resolution authorizes an amendment to the Trustee Agreement that corrects the purchase process for land acquisition.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 02/03.31 authorizing and directing the form and authorizing execution of an amendment to the Trust Agreement relating to the Certificates of Participation for the District's 2001 Land Acquisition Program, and authorizing and directing certain actions with respect thereto.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 02/03.31

RESOLUTION AUTHORIZING AND DIRECTING THE FORM AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRUST AGREEMENT RELATING TO THE CERTIFICATES OF PARTICIPATION FOR THE DISTRICT'S 2001 LAND ACQUISITION PROGRAM, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Trustees (the "Board") of Western Placer Unified School District, California (the "District"), as follows:

WHEREAS, the District, working together with the Western Placer Unified School District Financing Corporation (the "Corporation"), has heretofore caused $14,998,107.85 Western Placer Unified School District Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program)(the "Certificates") to be executed and delivered, pursuant to the Trust Agreement;

WHEREAS, the Certificates represent the undivided fractional interest in lease payments to be made by the District to the Corporation pursuant to a Lease Agreement, dated as of November 1, 2001 (the "Lease Agreement"), by and between the Corporation and the District;

WHEREAS, it has been determined that certain provisions of the Trust Agreement relating to the requisition for and the disbursement of moneys for the acquisition of Parcels (as defined in the Trust Agreement) are defective and the District desires to amend the Trust Agreement to correct such defective provisions; and

WHEREAS, Section 10.01 of the Trust Agreement provides that the Trust Agreement may be amended or supplemented at any time by an amendment hereof or supplement thereto which shall become binding upon execution with the prior written consent of the Municipal Bond Insurer (as defined in the Trust Agreement) (so long as the Municipal Bond Insurer is not in default in its payment obligations under the Municipal Bond Insurance Policy (as defined in the Trust Agreement)), but without the written consents of any Owners (as defined in the Trust Agreement), but only to the extent permitted by law and after receipt of an unqualified approving Opinion of Counsel (as defined in the Trust Agreement) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained therein or in regard to questions arising thereunder which the Corporation or the District may deem desirable or necessary and not inconsistent herewith, and which shall not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The First Amendment to Trust Agreement by and among the District, the Corporation and the Trustee, in the form on file with the Clerk of the Board, is hereby approved. The President, the Vice President, the Superintendent, the Assistant Superintendent, Business and Support Services, or the designee of any such official, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the First Amendment to Trust Agreement, and the Clerk of the Board is hereby authorized and directed, for and in the name and on behalf of the District, to attest the First Amendment to Trust

Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the officer executing the First Amendment to Trust Agreement, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the First Amendment to Trust Agreement by the District.

Section 2. All actions heretofore taken by the officers and agents of the District with respect to the execution and delivery of the First Amendment to Trust Agreement are hereby approved, confirmed and ratified, and the proper officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

I, the undersigned Clerk of the Board of Trustees of the Western Placer Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Trustees of the District at a meeting thereof on the 1st day of April, 2003, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Clerk of the Board

4.9.K

FIRST AMENDMENT TO TRUST AGREEMENT

Dated as of April 1, 2003

by and among the

WESTERN PLACER UNIFIED SCHOOL DISTRICT,

the

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee,

Relating to
$14,998,107.85
Western Placer Unified School District
Convertible Capital Appreciation
Certificates of Participation
(2001 Land Acquisition Program)

4.9.3

FIRST AMENDMENT TO TRUST AGREEMENT

THIS FIRST AMENDMENT TO TRUST AGREEMENT (this "First Amendment to Trust Agreement") is dated as of April 1, 2003, by and among the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District"), the WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as successor to State Street Bank and Trust Company of California, N.A., as trustee (the "Trustee"), amending and supplementing that certain trust agreement, dated as of November 1, 2001, by and among the District, the Corporation and the Trustee (the "Trust Agreement");

WITNESSETH:

WHEREAS, the District, working together with the Corporation, has heretofore caused $14,998,107.85 Western Placer Unified School District Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program) (the "Certificates") to be executed and delivered, pursuant to the Trust Agreement;

WHEREAS, the Certificates represent the undivided fractional interest in lease payments to be made by the District to the Corporation pursuant to a Lease Agreement, dated as of November 1, 2001 (the "Lease Agreement"), by and between the Corporation and the District;

WHEREAS, it has been determined that certain provisions of the Trust Agreement relating to the requisition for and the disbursement of moneys for the acquisition of Parcels (as defined in the Trust Agreement) are defective and the District desires to amend the Trust Agreement to correct such defective provisions;

WHEREAS, Section 10.01 of the Trust Agreement provides that the Trust Agreement may be amended or supplemented at any time by an amendment hereof or supplement thereto which shall become binding upon execution with the prior written consent of the Municipal Bond Insurer (as defined in the Trust Agreement) (so long as the Municipal Bond Insurer is not in default in its payment obligations under the Municipal Bond Insurance Policy (as defined in the Trust Agreement)), but without the written consents of any Owners (as defined in the Trust Agreement), but only to the extent permitted by law and after receipt of an unqualified approving Opinion of Counsel (as defined in the Trust Agreement) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained therein or in regard to questions arising thereunder which the Corporation or the District may deem desirable or necessary and not inconsistent therewith, and which shall not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners;

WHEREAS, the execution and delivery of this First Amendment to Trust Agreement have been in all respects duly and validly authorized by a resolution duly adopted by the Board of trustees of the District and by the Board of Directors of the Corporation;

WHEREAS, the District has received the written consent of the Municipal Bond Insurer to such amendment;

4.9.4

WHEREAS, the District has received an unqualified approving Opinion of Counsel to the affect that such amendment will not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners; and

WHEREAS, the Trustee has the power and authority to enter into this First Amendment to Trust Agreement, and has joined in the execution hereof;

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants and commitments of the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, hereby agree as follows:

Section 1. Section 3.03 of the Trust Agreement is hereby amended in full as follows:

Section 3.03. Use of Moneys in the Acquisition Fund. The Trustee shall establish and maintain a separate fund to be known as the "Acquisition Fund." All moneys in the Acquisition Fund shall be held by the Trustee in trust and applied by the Trustee, as provided in this Section 3.03, to the payment of Acquisition Costs. The moneys in the Acquisition Fund shall not be applied to the payment of Acquisition Costs after the Final Acquisition Date.

Before any payment is made from the Acquisition Fund by the Trustee, the District shall cause to be filed with the Trustee, on or before the Final Acquisition Date, a Written Request of the District showing with respect to each payment to be made:

(1) the item number of the payment;

(2) the name of the person, corporation or entity to whom payment is due;

(3) the amount to be paid;

(4) the purpose for which the obligation to be paid was incurred; and

(5) the Parcel to which such payment relates.

Each such Written Request shall also state, and shall be sufficient evidence to the Trustee, (i) that obligations in the stated amounts have been incurred by the District or the Corporation, and (ii) that each item thereof is a proper charge against the Acquisition Fund and is an Acquisition Cost properly allocable to the Parcel identified in the Written Request. Each such Written Request shall further specify in reasonable detail the nature of the obligation to be paid and be accompanied by a bill or statement of account for each obligation.

The full purchase price for a Parcel shall be paid or reimbursed from the amounts withdrawn pursuant to the first Written Request for payment of Acquisition Costs of such Parcel. The first Written Request for payment of the Acquisition Costs of any Parcel shall be accompanied by:

(i) a preliminary title report for an ALTA title insurance policy or policies required by Section 5.02 of the Lease Agreement,

(ii) the amendment to the Lease Agreement with respect to such Parcel required by Section 4.01 of the Lease Agreement to be recorded with the Placer County Recorder,

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(iii) with respect to each Parcel, title to which is to be in the District's name, the Site and Facility Lease to be recorded with the Placer County Recorder,

(iv) with respect to each Parcel, title to which is to be in the Corporation's name, the Base Lease and the Site and Facility Lease to be recorded with the Placer County Recorder,

(v) a certificate of an Authorized District Representative:

(A) certifying that the District expects to construct school facilities on such Parcel,

(B) describing the school facilities expected to be constructed thereon,

(C) specifying that the date on which construction of such facilities will be completed,

(D) certifying that, based on the District's projections of its needs, it will require, on or before the date specified in clause (C), above, the use of the facilities to be constructed for District purposes, and

(E) certifying that the District is not acquiring the Parcel for investment purposes, and

(vi) a certificate of an Independent School District Consultant:

(A) certifying that such Consultant is familiar with the geographic territory encompassed by the District and, specifically, with the geographic area in which such Parcel lies, and

(B) stating that the Parcel to be acquired has been approved for school purposes by the California State Department of Education and providing satisfactory evidence of such approval, or, in the alternative, certifying that all action necessary to obtain such approval has been taken by or on behalf of the District, including the preparation of, and submission to the California State Department of Education of geotechnical and environmental studies with respect to the Parcel, physical inspection of the Parcel by the State Department of Education and any and all other necessary requirements to obtain such approval of to the California State Department of Education.

Upon receipt of each such Written Request, the Trustee shall pay the amount set forth in such Written Request as directed by the terms thereof. The Trustee need not make any such payment if it has received written notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment, unless a payment bond has been posted with the Trustee in the full amount of such lien or claim.

On October 1, 2004, all amounts remaining on deposit in the Acquisition Fund shall be transferred to the Redemption Fund and used on November 1, 2004, to redeem

4. 9.6

Certificates in accordance with Section 4.01(b) hereof. Upon such transfer, the Acquisition Fund shall be closed.

Section 2. Except as amended by this First Amendment to Trust Agreement, as set forth in Section 1 above, all provisions of the Trust Agreement shall remain in full force and effect.

Section 3. This First Amendment to Trust Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Trust Agreement as of the date and year first above written.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Superintendent

Attest:

_____
Clerk of the Board

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

By _____
Executive Director

Attest:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee

By _____
Authorized Officer

4.9.1

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 Resolution 02/03.32 Adopting Local Goals and Policies and Resolution of Intention to Establish a Community Facilities District No. 2, to Levy a Special Tax to Pay for Certain Public School Facilities, to Incur Bonded Indebtedness, to Establish an Appropriations Limit for Such Community Facilities District, to Call a Public Hearing, to Approve the Memorandum of Understanding, and to Call a Special Election to Submit The Question of Levying a Special Tax, Issuing Bonds and Establishing an Appropriation Limit for Such Community Facilities District.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached resolution and tax and rate method is the first step in creating Community Facilities District (CFD) No. 2. At the request of SunCal Lincoln Crossing LLC, CFD No. 2 is being created to provide additional options for school financing. The key features to CFD No. 2 are:

100% of the special tax is assigned to the homeowner to be paid over a thirty (30) year period.

The tax rate to the homeowner is increased by a maximum of two (2) percent each year.

Future developments will now have the option of being annexed into either the District's CFD No. 1 or CFD No. 2. The total cost for the creation of CFD No. 2 is being paid for by SunCal.

4.10

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Directors approve Resolution 02/03.32 adopting local goals and policies and Resolution of Intention to establish a Community Facilities District No. 2, to levy a special tax to pay for certain public school facilities, to incur bonded indebtedness, to establish an appropriations limit for such Community Facilities District, to call a public hearing, to approve the Memorandum of Understanding, and to call a special election to submit the question of levying a special tax, issuing bonds and establishing an appropriation limit for such Community Facilities District.

RESOLUTION NO. 02/03.32

RESOLUTION ADOPTING LOCAL GOALS AND POLICIES AND RESOLUTION OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT NO. 2, TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SCHOOL FACILITIES, TO INCUR BONDED INDEBTEDNESS, TO ESTABLISH AN APPROPRIATIONS LIMIT FOR SUCH COMMUNITY FACILITIES DISTRICT, TO CALL A PUBLIC HEARING, TO APPROVE THE MEMORANDUM OF UNDERSTANDING, AND TO CALL A SPECIAL ELECTION TO SUBMIT THE QUESTION OF LEVYING A SPECIAL TAX, ISSUING BONDS AND ESTABLISHING AN APPROPRIATION LIMIT FOR SUCH COMMUNITY FACILITIES DISTRICT

WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") intends to institute proceedings to establish a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, the Board intends to finance all or a portion of the facilities of the community facilities district through the issuance of bonds, the payment of the principal of and interest on which will be secured by the special tax that the Board has proposed to levy in the boundaries of the community facilities district.

NOW, THEREFORE, THE BOARD HEREBY FINDS, DETERMINES and ORDERS as follows:

1. Adoption of Local Goals and Policies. Pursuant to Government Code Section 53312.7, the Board has considered and hereby adopts the goals and policies concerning the use of the Act that are attached hereto as Exhibit A.

2. Intent to Establish Community Facilities District. The Board proposes and intends to establish a community facilities district pursuant to the provisions of the Act.

3. Description of Boundaries. The proposed boundaries of the community facilities district are described on a map filed in the office of the Secretary of this Board. The Secretary of the Board is hereby authorized and directed to endorse the certificates set forth on the map indicating its filing in the office of the Secretary and evidencing the date and adoption of this resolution. The Secretary is further authorized and directed to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

4. Name of Community Facilities District. The community facilities district proposed to be formed shall be known and designated as "Western Placer Unified School District Community Facilities District No. 2" ("CFD No. 2").

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5. Description of Public Facilities. The public school facilities proposed to be financed by CFD No. 2 (the "Facilities") are described in Exhibit B hereto. The cost of the Facilities includes the cost of planning, designing, inspecting and constructing the Facilities, including the cost of environmental evaluations thereof; all costs associated with the creation of CFD No. 2, the subsequent issuance of bonds, the determination of the amount of any taxes, and the collection of taxes; all costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2; and any other expenses incidental to the construction, completion and inspection of the Facilities.

6. Necessity of Public Facilities. The proposed facilities are in the public interest and are necessary to meet increased demands put upon the District as a result of new development occurring within CFD No. 2.

7. Levy of Special Tax. Except where funds are otherwise available, a special tax sufficient to pay for all the Facilities and sufficient to pay the principal of and interest on any bonds subsequently proposed to be issued to finance the Facilities, secured by recordation of a continuing lien against all non-exempt real property in CFD No. 2, will be annually levied within the proposed CFD No. 2. The rate, method of apportionment, and manner of collection of this special tax are set forth in Exhibit C hereto.

8. Declaration of Necessity To Incur Bonded Indebtedness. In order to finance the acquisition and construction costs of the Facilities and the incidental expenses thereof, it is necessary to incur bonded indebtedness.

9. Purpose of Debt. The proposed bonded indebtedness would be incurred for the purpose of construction and acquisition of the Facilities, payment of the incidental expenses of such construction and acquisition, payment of the costs of issuance of the bonds, funding capitalized interest, funding a debt service reserve fund, repayment of funds advanced, and payment of other costs authorized by the Act.

10. Amount of Proposed Debt. The amount of the proposed bonded indebtedness to be incurred is $100,000,000.

11. Appropriations Limit. The Board intends to establish an appropriations limit, as defined by Article XIII B, Section 8(h), of the Constitution of the State of California, for CFD No. 2 in the amount of all special taxes collected.

12. Agricultural Land. Pursuant to Government Code Section 53325.6, land within CFD No. 2 that is devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products will be benefited by the public facilities proposed to be provided within CFD No. 2.

13. No Exemptions. Pursuant to Government Code Section 53317.3, the special tax shall be levied against all property that is not expressly exempt from the special tax and that is later acquired by a public entity.

14. Public Property Acquired by Eminent Domain. Pursuant to Government Code Section 53317.5, any special tax levied against property that is later acquired by a public entity through eminent domain proceedings shall be treated as if it were a special annual assessment.

15. Private Leaseholds in Public Property. Pursuant to Government Code Section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

16. Facilities Report. The Superintendent of the District is hereby directed to study the proposed CFD No. 2, and, at or before the time of the hearing described below, file a report in accordance with Government Code Section 53321.5 with this Board containing a brief description of the public facilities by type that will, in his opinion, be required to adequately meet the needs of the proposed CFD No. 2 and his estimate of the cost of providing those public facilities and services, including incidental expenses.

17. Notice to Board of Supervisors. The Secretary of the Board is hereby authorized and directed to transmit a certified copy of this Resolution to the Board of Supervisors of the County of Placer and to the City Council of the City of Lincoln pursuant to the requirement of Section 53315.6 of the Government Code.

18. Public Hearing. The Board hereby fixes 7:00 p.m., or as soon thereafter as practicable, on May 6, 2003, at the regular meeting place of the Board, 810 J Street, Lincoln, California, as the time and place for a public hearing on the establishment of the CFD No. 2. The hearing on the establishment of the CFD No. 2 shall be consolidated with the hearing on the bonded indebtedness proposed to be incurred and shall be conducted as a single hearing. At the public hearing, the testimony of all interested persons or taxpayers for or against the establishment of CFD No. 2, the extent of CFD No. 2, the furnishing of the specified types of public facilities, the levy of such special tax, or the authority to incur bonded indebtedness will be heard and considered. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the Superintendent on or before the time fixed for the hearing and any written protest may be withdrawn, in writing, at any time before the conclusion of the hearing.

19. Publication of Notice. The Secretary shall publish a notice of this hearing once in the *The Placer Herald,* a newspaper of general circulation in the area of the proposed CFD No. 2, and shall mail, or cause to be mailed, notice of such hearing by first class mail, postage prepaid, to each qualified elector within the proposed CFD No. 2. Publication shall be completed at least seven days prior to the hearing and the mailing shall be completed at least fifteen days prior to the hearing.

20. Content of Notice. The notice shall be in substantially the form attached hereto as Exhibit D.

21. Memorandum of Understanding. The Board hereby approves the Memorandum of Understanding between LB/L-Suncal Lincoln Crossing LLC and the District, in substantially

4.10.4

the form attached hereto as Exhibit E (the "MOU"). The Board hereby authorizes and directs the Superintendent or his designee to make such changes to the MOU as he deems necessary to effectuate the Board's intent and to execute the MOU.

22. Special Election. If, at the conclusion of the public hearing on May 6, 2003, the Board determines to establish CFD No. 2 because any protests to the proposed formation of CFD No. 2 and the levy of special taxes are insufficient in number and in amount under the Act, the Board will order a special election to be held by the qualified electors of the proposed CFD No. 2 by mailed ballot, on the questions of levying the special tax, issuing bonds and establishing an appropriations limit, and incurring debt.

In anticipation of the special election on May 6, 2003, the Board hereby authorizes the Superintendent or his designee to submit the question of levying such special tax, issuing bonds and the establishment of an appropriation limit in the amount of all special taxes collected, as defined by Article XIII B, Section 8(h), of the Constitution of the State of California, to the landowners within the proposed boundaries of CFD No. 2, such landowners being the electors and persons qualified to vote at such election, all in accordance with and subject to the Act and applicable law.

If the proposition on the question of levying the special tax within CFD No. 2 and establishing such appropriation limit receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, then the Board will be authorized to levy the special tax within CFD No. 2.

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 CFD No. 2 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. 2, as provided in Government Code Section 53326(b).

(b) Pursuant to Government Code Section 53327, the special election is being 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) 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."

(d) The Secretary of the Board shall accept the ballots of the landowners received up to 5:00 p.m. on election day, May 6, 2003, whether the ballots have been personally delivered or received by mail. Once all qualified electors have voted, the election shall be closed. The Secretary of the Board shall have available ballots that may be marked at the Secretary's office on election day by voters.

4.10.5

(e) The Secretary of the Board shall commence the canvass of the returns of the special election immediately following the adoption of the "Resolution of Formation Establishing the CFD, Proposing the Levy of a Special Tax, Proposing to Incur Bonded Indebtedness and Proposing an Appropriation Limit" on May 6, 2003, and at the conclusion thereof shall declare the results of the election.

(f) The Board shall declare the results of the special election immediately following the determination of the results on May 6, 2003.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on April 1, 2003, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
President, Board of Trustees
Western Placer Unified School District

ATTEST:

_____
Secretary, Board of Trustees
Western Placer Unified School District

4.10.6

EXHIBIT A

WESTERN PLACER UNIFIED SCHOOL DISTRICT

LOCAL GOALS AND POLICIES CONCERNING THE USE OF THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

Pursuant to California Government Code Section 53312.7, the Western Placer Unified School District states the following as its goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California.

I. PRIORITIES AMONG KINDS OF PUBLIC FACILITIES

When special tax revenues and/or bonding capacity are limited within a community facility district ("CFD"), first priority for the use of available financing shall be given to the acquisition and construction of classroom facilities, second priority shall be given to school site support facilities (for example, multipurpose rooms and playground equipment), and third priority shall be given to school district administrative facilities at the school site.

II. CREDIT QUALITY REQUIREMENTS FOR BOND ISSUES

Value to Debt Ratio. California Government Code Section 53345.8 provides that the District may sell bonds pursuant to the Act only if the Board determines prior to the award of sale of bonds that the value of the real property that would be subject to the special tax to pay debt service on the bonds will be at least three times the principal amount of the bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the CFD or a special assessment levied on property within the CFD (that is, a three-to-one value to public debt ratio).

Although not required by the Act, the District shall give consideration to the value-to-debt ratio on a parcel-by-parcel basis when apportioning special taxes to different parcels in order to assure that CFD property owners will accept their responsibilities for paying the special taxes of each parcel.

A. Property Valuation. The Act further provides that property values used in value-to-debt ratio determinations shall be based on either an appraisal or on assessed values as indicated on the county assessor's tax roll. The District shall select any appraiser whose appraisal will be used for purposes of such a determination. The appraisal shall be prepared using the criteria described below under Section V of these goals and policies. The appraisal must be dated within six months of the date the bonds are issued.

B. Reserve Fund. The District shall require the funding of a debt services reserve for any bond issue in an amount equal to the lesser of (i) ten percent of the stated principal amount of the bond issue, and (ii) the amount that may be funded from bond proceeds and invested

without regard to yield pursuant to federal income tax law without adverse consequences to the tax-exempt status of the bonds (under current federal income tax law, such amount is the least of (i) ten percent of the stated principal amount of the bond issue, (ii) maximum annual debt service on the bonds, and (iii) 125 percent of average annual debt service on the bonds). The District, at its sole discretion, may allow a smaller reserve fund for bond issues for CFDs where a large percentage of the buildable acreage has been developed. The District, in its sole discretion, may allow bond insurance, letter of credit, etc. to substitute for all or a portion of a debt service reserve funded from bond proceeds.

C. Property Tax Delinquency Rates. Where formation of a CFD is initiated by petition of landowners, the District will not proceed with the sale or issuance of bonds if property tax delinquency rates on parcels included in the CFD are greater than ten percent on the proposed sale or issuance date.

D. Development Feasibility. The District may require a current (dated within six months) real estate market absorption study for the CFD be prepared by a consultant hired by the District prior to a bond issue, if the District determines that such objective data are necessary to analyze the feasibility of the project. In both landowner-initiated and District-initiated CFDs, the District shall postpone sale or issuance of bonds or require credit enhancement prior to bond sale if the property value to public debt ratio is inadequate, tax delinquencies are in excess of ten percent, or the economic viability of land development is questionable.

E. Exceptions. The District may consider exceptions to the above policies for bond issues that do not represent an unusual credit risk, either due to credit enhancement or other reasons specified by the District.

The Act provides that, if the Board determines for public policy reasons to proceed with a bond issue where the value to debt ratio is less than a three-to-one, four-fifths of the members of the Board must approve the bond issue.

III. DISCLOSURE TO PROSPECTIVE PROPERTY PURCHASERS

Where formation of a CFD is initiated by petition of landowners, as a condition to its approval of the CFD formation, the District shall consider requiring sellers of houses within the CFD to state in any advertising that the property is within a CFD and is subject to special taxes, unless the seller has instituted a program acceptable to the District that informs prospective purchasers of their taxpaying responsibilities.

In both landowner-initiated and District-initiated CFDs, the District shall comply with the requirements imposed on any agency that levies special taxes that are set forth in California Government Code Section 53340.2.

IV. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

A. Equity. Any special tax formula approved by the District shall be reasonable and equitable in allocating public facilities costs to parcels within the CFD. Exemptions from the special tax may be given to parcels that are publicly owned (but would otherwise be subject to the tax), are held by a property owners' association, are used for a public purpose such as open

space or wetlands, are affected by easements making impractical their utilization for other than the purposes set forth in the easements, or have insufficient value to support bonded indebtedness.

B. Maximum Tax Rate. The total projected property tax levels for any residential parcel within a CFD shall not exceed two percent of the projected initial sales price of a fully developed parcel (*i.e.*, with a completed structure). Calculation of the total projected property tax level shall take into account *ad valorem* property taxes, *non-ad-valorem* special taxes, special assessments, and other charges levied by a public agency that are a lien against the property.

The Act provides that the maximum special tax for any parcel used for private residential purpose shall not increase over time at a rate greater than two percent annually. The special tax formula should be structured such that special taxes levied on developed property are consistent year to year, subject to said annual increase of not more than two percent. Changes in special tax revenue needs from year to year should, to the degree possible, be borne by undeveloped property. The Act further provides that under no circumstances shall the special tax levied on any parcel of developed residential property be increased by more than ten percent as a consequence of delinquency or default by the owner of any other parcel.

V. APPRAISAL REQUIREMENTS

A. Definition of Appraisal. An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

B. Standards of Appraisal. The format and level of documentation for an appraisal shall depend on the complexity of the appraisal problem. A detailed appraisal shall be prepared for complex appraisal problems. A detailed appraisal shall reflect nationally recognized appraisal standards including, to the extent appropriate, the California Debt and Investment Advisory Commission "Appraisal Standards for Land-Secured Financings." An appraisal must contain sufficient documentation including valuation data and the appraiser's analysis of the data to support his or her opinion of value. At a minimum, the appraisal shall contain the following items:

1. The purpose and/or the function of the appraisal, a definition of the property being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.

2. An adequate description of the physical characteristics of the property being appraised, its location, zoning, present use, and an analysis of highest and best use.

3. All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. If a discounted cash flow analysis is used, it should be supported with at least one other valuation method, such as a market approach using sales that are at the same stage of land development. If more than one approach is utilized, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.

4. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

5. A statement of the value of real property.

6. The effective date of valuation, date of appraisal, signature and certification of the appraiser.

7. No appraiser or review appraiser shall have any interest direct or indirect in the real property being appraised that would in any way conflict with the preparation or review of the appraiser. Compensation for making an appraisal shall not be based on the amount of the valuation.

VI. PRIORITY ATTENDANCE ACCESS

A. Priority to Residents of CFD. Pursuant to the requirement of California Government Code Section 53312.7, the District shall give priority attendance access to students residing in a CFD whose residents have paid special taxes that have, in whole or in part, financed the construction of school district facilities. The degree of priority shall reflect the proportion of each school's financing provided through the CFD.

B. Exceptions. The attendance priority described above is subject to the District's other attendance policies that include criteria for student assignment such as goals to achieve ethnic, racial, or socioeconomic diversity; federal, state, or court mandates; transportation needs, safe pedestrian routes; grade levels for which facilities were designed; and ensuring that students have continuity of schooling within any single school year.

EXHIBIT B

WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

Community Facilities District No. 2
Western Placer Unified School District
Lincoln, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

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1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") applicable to the land in Community Facilities District No. 2 (the "CFD") of the Western Placer Unified School District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of the CFDs: the costs of computing Special Taxes and preparing the annual Special Tax collection schedules (whether by the District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County, the District, or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; the costs to the District, CFDs or any designee thereof of complying with arbitrage rebate requirements; the costs to the District, CFDs or any designee thereof of complying with District, CFDs or obliged persons disclosure requirements associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the District, CFDs or designee thereof related to the appeal of the Special Tax; and the

costs associated with the release of funds from an escrow account, if any. Administrative Expenses shall also include amounts estimated or advanced by the District or CFDs for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means the Superintendent or designee.

"**Annual Costs**" means, for any Fiscal Year, the total of the following:

i) Debt Service to be paid from Special Taxes collected during such Fiscal Year;

ii) Administrative Expenses for such Fiscal Year;

iii) The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture;

iv) An amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;

v) Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD; and

vi) Less any earnings on the reserve fund and Special Tax fund that are transferred to the bond redemption fund pursuant to the Bond Indenture.

"**Assessor's Parcel Number**" means the County Assessor's Parcel and County Assessor's Parcel number as recorded by the County Assessor on the equalized tax roll.

"**Authorized Facilities**" means those facilities to be financed as identified in the resolution forming the CFDs.

"**Backup Special Tax**" means a Special Tax that may be levied against Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels when the Special Tax revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover Annual Costs, less Pay-As-You-Go Expenditures, in a Fiscal Year.

"**Base Special Tax**" means the Maximum Annual Special Tax Rate in the Base Year. This Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor – Base Special Tax in each Fiscal Year following the Base Year.

"**Base Year**" means the Fiscal Year beginning on July 1, 2003 and ending on June 30, 2004.

"**Board**" means the Board of Trustees of the District.

"**Bond(s)**" means bond(s) issued by the District under the Act for the CFDs.

"**Bond Indenture**" means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which the Bonds are issued.

"**Building Square Foot**" means the total square foot of the living area of a residential dwelling Unit within the exterior walls of the building, but not including garages, carports, common areas, walkways, overhangs, decks, patios, enclosed patios, or similar areas. The Building Square Foot will be determined by reference to City or County approved building permits.

"**CFD**" means the Western Placer Unified School District CFD No. 2.

"**County**" means the County of Placer, California.

"**County Assessor's Parcel**" means a lot or parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

"**Debt Service**" means the total amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds for the CFDs.

"**Developed Parcel**" means a Parcel in one of the following Parcel categories that has received from the City or County the applicable development approval for that Parcel category as follows:

Parcel Category	Development Approval
Single Family Residential	=> - Building Permit
Condominiums	=> - Building Permit
Duplexes and Halfplexes	=> - Building Permit
Multi-family units	=> - Building Permit
Mobile Homes	=> - Building Permit
Agricultural Residential Parcels	=> - Building Permit
Mixed Use	=> - Building Permit

A Taxable Parcel is subject to the Maximum Annual Special Tax for 40 years upon being classified as a Developed Parcel. The Maximum Annual Special Tax for a Developed Parcel shall increase by the Tax Escalation Factor – Developed Parcels, in each year following the Base Year.

"**Discount Rate**" means the blended "all in" true interest cost of all Outstanding Bonds, or if no Bonds have been issued, 7%.

"**District**" means the Western Placer Unified School District.

"**Final Map Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Final Subdivision Map**" means a recorded final subdivision map pursuant to the Subdivision Map Act designating individual single family residential Parcels.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Large Lot Parcel**" means any Parcel delineated on a Large Lot Subdivision Map which is intended for residential uses as defined under Developed Parcel.

"**Large Lot Subdivision Map**" means a recorded subdivision map delineating Parcels by land use. However, the Large Lot Subdivision Map does not delineate individual single family residential parcels. A Final Subdivision Map will delineate individual single family parcels.

"**Maximum Annual CFD Revenue**" means the total amount of revenue from all Taxable Parcels in a given Fiscal Year.

"**Maximum Annual Special Tax**" means the greatest amount of Special Tax that can be levied against a Taxable Parcel in a Fiscal Year. The Maximum Annual Special Tax is calculated using **Attachment 1**.

"**Maximum Annual Special Tax Rate**" means an amount in a given Fiscal Year that is multiplied by the Building Square Foot for a Developed Parcel, per Unit for a Final Map Parcel, or per acre for a Large Lot Parcel and Undeveloped Parcel to derive the Maximum Annual Special Tax for a Taxable Parcel. **Attachment 1** shows the Base Special Tax. The Maximum Annual Special Tax Rate shall be increased in each Fiscal Year after the Base Year by the Tax Escalation Factor – Developed Parcels for Developed Parcels, and by the Tax Escalation Factor – Base Special Tax for all other Taxable Parcels.

"**Maximum Annual Special Tax Revenue**" is the greatest amount of revenue from levying the Maximum Annual Special Tax in a Fiscal Year on a group of Parcels, such as Developed Parcels.

"**Maximum Building Square Footage**" means the maximum amount of Building Square Feet that may be used to calculate the Maximum Annual Special Tax for a residential Unit. This amount is 2,200 Building Square Feet.

"**Outstanding Bonds**" means the total principal amount of Bonds that have been issued and not retired or defeased.

"**Parcel**" means any County Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

"**Pay-As-You-Go Expenditure**" means the use of annual Special Tax revenues that are not needed for Annual Costs (excluding Pay-As-You-Go Expenditures) to pay for Authorized Facilities to be constructed or acquired by the CFD.

"**Prepayment**" means the complete fulfillment of a Parcel's Special Tax obligation, as determined by following the procedures in **Section 7**.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets; schools, parks, public drainage ways, public landscaping, wetlands, greenbelts, and public open space.

"**Single Family Residential Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Special Tax(es)**" mean(s) the special tax levied under the Act in the CFDs.

"**Superintendent**" means the Superintendent of the District.

"**Tax Collection Schedule**" means the document prepared by the District for the County Auditor to use in levying and collecting the Special Tax each Fiscal Year.

"**Tax Escalation Factor – Base Special Tax**" means a factor equal to the increase in the Engineering News Record – Construction Cost Index for the calendar year preceding the current Fiscal Year, or 7%, whichever is the lesser. The factor is used to increase the Maximum Annual Special Tax Rate as of July 1 of each year following the Base Year. If the Tax Escalation Factor – Base Special Tax is less than zero for a given Fiscal Year, then the Maximum Annual Special Tax Rate shall remain the same as the previous Fiscal Year.

"**Tax Escalation Factor – Developed Parcels**" means a factor of 2% that will be applied annually to the Maximum Annual Special Tax Rate for a Developed Parcel beginning the Fiscal Year following the initial assignment of the Maximum Annual Special Tax Rate to a Developed Parcel as a means of increasing the Maximum Annual Special Tax.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are:

(i) Public Parcels,

(ii) Parcels zoned for agriculture with no residential improvements,

(iii) Parcels zoned for commercial or industrial use,

(iv) Parcels used solely for recreation and/or open spaces uses, including but not limited to, golf courses and common open space Parcels,

(v) Parcels that have been subject to the Special Tax as a Developed Parcel for 40 years, and

(vi) Parcels for which the Special Tax has been fully prepaid under **Section 7** hereof.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, a Final Map Parcel, or a Large Lot Parcel.

"**Unit(s)**" means an individual residential dwelling unit, or a Final Map Parcel. A Parcel may have more than one assigned Unit. Multi-family, tri-plex, and duplex residential uses will have more than one assigned Unit per Taxable Parcel. Single Family Residential Parcels and Final Map Parcels may have more than one assigned Unit. This may occur when a Final Map Parcel is created for which individual Assessor's Parcel Numbers have not yet been assigned to each Final Map Parcel created by a Final Subdivision Map.

3. Determination of Parcels Subject to Special Tax

The District shall prepare a list of the Parcels subject to the Special Tax. The District shall identify the Taxable Parcels from a list of all Parcels within the CFD boundary by excluding all Tax-Exempt Parcels.

4. Termination of the Special Tax

The Special Tax will be levied and collected for as long as needed to pay the principal and interest on debt and other costs incurred in order to construct the Authorized Facilities and to pay the Annual Costs. However, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2052-2053.

Subject to the above provisions, there is no limit on the number of years a Parcel can remain subject to the Special Tax as a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel, and the number of years a Parcel is subject to the Special Tax as a Final Map Parcel, Large Lot, or Undeveloped Parcel shall not affect the period of time that Parcel may be subject to the Special Tax as a Developed Parcel. However, after a

Parcel has paid the Special Tax as a Developed Parcel for 40 years, the Special Tax shall cease to be levied on that Parcel. The District shall then direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

When all Annual Costs incurred by the CFDs have been paid, the Special Tax shall cease to be levied. The District shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

5. Assignment of Maximum Annual Special Tax

In each Fiscal Year following the Base Year the Maximum Annual Special Tax Rate, as shown in **Attachment 1**, for the CFD shall increase by the Tax Escalation Factor – Base Special Tax. The Maximum Annual Special Tax Rate for Developed Parcels shall increase by the Tax Escalation Factor – Developed Parcels.

A. Classification of Parcels. Each Fiscal Year, using the Definitions in **Section 2** above, the Parcel records of the County Assessor's Secured Tax Roll as of January 1, and other City or County development approval records as of June 30, the District shall cause the following:

1. Each Parcel to be classified as a Tax-Exempt Parcel or Taxable Parcel, and

2. Each Taxable Parcel to be classified as a Developed Parcel, Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

B. Initial Assignment of Maximum Annual Special Tax to Developed Parcels. A Taxable Parcel is subject to the Maximum Annual Special Tax as a Developed Parcel in the Fiscal Year following the issuance of a building permit. The Maximum Annual Special Tax Rate, adjusted for the Tax Escalation Factor – Base Special Tax, is multiplied by the Building Square Foot, not to exceed the Maximum Building Square Foot for each Unit, to derive the Maximum Annual Special Tax for a Developed Parcel.

1. Single Family Residential Parcels, Half-plexes, and Condominiums. The Maximum Annual Special Tax for a Single Family Residential Parcel, half-

plexes, or condominiums is calculated for each Unit assigned to a Taxable Parcel.

2. Duplexes, Multi-family, Mobile Homes, and Mixed Uses. The Maximum Annual Special Tax for a duplexes, multi-family, mobile homes, and mixed uses is calculated for each Unit assigned to a Taxable Parcel. There may be more than one Unit assigned to a Parcel, however, the Maximum Annual Special Tax shall be calculated for each Unit, then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

C. Assignment of Maximum Annual Special Tax for Developed Parcels after Initial Assignment. In each Fiscal Year following the initial assignment of the Maximum Annual Special Tax to a Developed Parcel, the Maximum Annual Special Tax is calculated by multiplying the Maximum Annual Special Tax Rate, as adjusted by the Tax Escalation Factor – Developed Parcels, by the Building Square Foot of a Unit, not to exceed the Maximum Building Square Foot. If there is more than one Unit for a Taxable Parcel, the Maximum Annual Special Tax shall be calculated for each Unit, and then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

D. Assignment of Maximum Annual Special Tax to Final Map Parcels. The Maximum Annual Special Tax is assigned each Fiscal Year to Final Map Parcels using **Attachment 1. Attachment 1** shows the Maximum Annual Special Tax Rate for Final Map Parcels for the Base Year of FY 2003-2004. The Maximum Annual Special Tax for Final Map Parcels is calculated by multiplying the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor – Base Special Tax for a given Fiscal Year by the approved Units assigned to the Parcel.

E. Assignment of the Back Up Special Tax. Final Map Parcels, Large Lot Parcel, and Undeveloped Parcels may be subject to a Back Up Special Tax. If the revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover the Annual Costs, less Pay-As-You-Go Expenditures, in any Fiscal Year, a Back Up Special Tax may be levied on Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels. The Back Up Special Tax is calculated using **Attachment 1**.

F. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is converted to a Taxable Parcel, it shall become subject to the Special Tax. The Maximum Annual Special Tax for each such Parcel shall be determined using the definitions in **Section 2** and the steps in **Section 5**.

G. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the

applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a school site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the District.

6. Setting the Annual Special Tax Rate for Taxable Parcels

The tax rate shall be established annually by the Board. The annual Special Tax rate shall be established using the following:

A. Compute the Annual Costs, less Pay-As-You-Go Expenditures, using the definition of Annual Costs in **Section 2.**

B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 1: Compute 100% of the Maximum Annual Special Tax for all Developed Parcels and Final Map Parcels.

Step 2: Compare the Annual Costs, less Pay-As-You-Go Expenditures, with the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels calculated in the previous step.

Step 3: If the Annual Costs are less than the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels, Annual Costs are increased for Pay-As-You-Go Expenditures until Annual Costs are just equal to the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels.

Step 4: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, levy a Back Up Special Tax proportionately on each Final Map Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Final Map Parcels.

Step 5: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed

Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels, levy a Back Up Special Tax proportionately on each Large Lot Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Large Lot Parcels.

Step 6: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels and Large Lot Parcels, levy a Back Up Special Tax proportionately on each Undeveloped Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Undeveloped Parcels.

C. Levy on each Taxable Parcel the amount calculated above.

D. Prepare the Tax Collection Schedule, unless an alternative method of collection has been selected pursuant to **Section 9** to be discussed, and send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The District shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and the assignment of the Special Tax to the Parcels.

As development and subdivision of the CFD land uses take place, the District will maintain a file, available for public inspection, of each current County Assessor's Parcel Number within the CFD, its Maximum Annual Special Tax, and the Maximum Annual CFD Revenues for all Parcels within the CFD. This record shall show the calculation of the assigned Maximum Annual Special Tax to each Taxable Parcel.

7. Prepayment of Special Tax Obligation

A property owner may permanently satisfy the Special Tax on a Parcel by prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Prepayment is based on the Prepayment for a Developed Parcel - even if the prepaying Parcel is a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

- The District determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.

- The landowner prepaying the Special Tax obligation on a Parcel has paid any delinquent Special Tax and penalties on that Parcel prior to Prepayment.

The Prepayment amount shall be established by following the steps below.

FULL PREPAYMENT

The full Prepayment of the Special Tax obligation is determined by calculating the present value of the revenue stream which is the sum of the Maximum Annual Special Tax revenues for the period that a Developed Parcel is obligated to pay. The Maximum Annual Special Tax is increased by the Tax Escalation Factor in each Fiscal Year after the Base Year.

The calculation of the present value of the Special Tax obligation revenue stream is done using the formula below:

$$PV = \text{sum of revenue stream}/(1+i)^n$$

Where:

PV = Present value of Special Tax revenue stream
i = Is the Discount Rate
n = Number of Fiscal Years remaining to pay the Developed Parcel Maximum Annual Special Tax

The Calculation of the Prepayment Amount:

1. Using the Definitions in **Section 2**, and the steps in **Section 5**, assign the Maximum Annual Special Tax for the Fiscal Year following the current Fiscal Year to the prepaying Parcel. If the Parcel is not a Developed Parcel, calculate the Maximum Annual Special Tax as if the Parcel is a Developed Parcel.

2. Determine the remaining number of years ("n") that the prepaying Parcel must pay the Maximum Annual Special Tax at the Developed Parcel rate. Subtract the number of years the prepaying Parcel has paid the Maximum Annual Special Tax at the Developed Parcel rate, including the current Fiscal Year if appropriate, from 40 to derive "n". If the Parcel is currently not classified as a Developed Parcel for the current Fiscal Year, then the number of years remaining is 40 ("n" = 40).

3. Using the Maximum Annual Special Tax in **Step 1** above, increase the Maximum Annual Special Tax by the Tax Escalation Factor for "n" years, as calculated in **Step 2.**

4. Sum the revenue stream calculated in **Step 3.** This is the "sum of revenue stream".

5. Using the Discount Rate ("i"), calculate the present value of the "sum of revenue stream" using the present value formula above.

6. Add to the present value any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to first call date on the Bonds, and expenses incurred by the District in connection with the prepayment calculation or the application of the proceeds of the Prepayment. This amount is the Prepayment of the Special Tax obligation

8. Appeals

The Superintendent or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax as to that Parcel. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the levy of the Special Tax as to that Parcel shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Board for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

9. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the Board or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligations.

Attachment 1
Western Placer Unified School District
Community Facilities District No. 2
Calculation of the Maximum Annual Special Tax - Base Year of FY 2003-2004 [1]

Tax Category	Maximum Annual Special Tax Rate Base Year [2]		Taxable Unit [3]			
Developed Parcels [4]						
Single Family Residential	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Duplex/Halfplex Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Multi-family Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mobile Home Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mixed Use Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Commercial/Industrial [5]	*Tax-exempt*				*Tax-exempt*	
Final Map Parcels [6]	$300.60	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Back Up Special Tax						
Final Map Parcels	$150.30	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Large Lot Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel
Undeveloped Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel

"attachment_1"

[1] The Maximum Annual Special Tax Rate will be increased each Fiscal Year after the Base Year by the Tax Escalation Factor - Base Tax Rate.

[2] The Maximum Annual Special Tax Rate is multiplied by the Taxable Unit to derive the Maximum Annual Special Tax for a Unit or a Parcel.

[3] The Maximum Annual Special Tax Rate per square foot is based on the Building Square Foot of the residential structure. For multi-family residential Units, common areas would be excluded from the calculation of the Maximum Annual Special Tax for each Unit. The Building Square Foot is limited to the Maximum Building Square Foot for the purposes of calculating the Maximum Annual Special for any Unit. A Developed Parcel may have multiple Units assigned to it. The Maximum Annual Special Tax for a Developed Parcel is calculated by summing the Maximum Annual Special Tax of each Unit assigned to the Developed Parcel.

[4] Developed Parcels are initially assigned the Maximum Annual Special Tax Rate at the issuance of a building permit. The Maximum Annual Special Tax is calculated by multiplying the Building Square Foot of the residential Unit by the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor - Base Special Tax for the Fiscal Year. The Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor - Developed Parcels in each Fiscal Year after the Fiscal Year in which the Parcel is initially assigned the Maximum Annual Special Tax as a Developed Parcel. A Developed Parcel is subject to the Maximum Annual Special Tax for 40 years.

[5] Non-residential uses are not subject to the Special Tax.

[6] Final Map Parcels are assigned a Maximum Annual Special Tax Rate of $300.60 per Unit to the Taxable Parcel.

EXHIBIT C

Community Facilities District No. 2
Western Placer Unified School District
Lincoln, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

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1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") applicable to the land in Community Facilities District No. 2 (the "CFD") of the Western Placer Unified School District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of the CFDs: the costs of computing Special Taxes and preparing the annual Special Tax collection schedules (whether by the District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County, the District, or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; the costs to the District, CFDs or any designee thereof of complying with arbitrage rebate requirements; the costs to the District, CFDs or any designee thereof of complying with District, CFDs or obliged persons disclosure requirements associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the District, CFDs or designee thereof related to the appeal of the Special Tax; and the costs associated with the release of funds from an escrow account, if any. Administrative Expenses shall also include amounts estimated or advanced by the District or CFDs for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means the Superintendent or designee.

"**Annual Costs**" means, for any Fiscal Year, the total of the following:

i) Debt Service to be paid from Special Taxes collected during such Fiscal Year;

ii) Administrative Expenses for such Fiscal Year;

iii) The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture;

iv) An amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;

v) Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD; and

vi) Less any earnings on the reserve fund and Special Tax fund that are transferred to the bond redemption fund pursuant to the Bond Indenture.

"**Assessor's Parcel Number**" means the County Assessor's Parcel and County Assessor's Parcel number as recorded by the County Assessor on the equalized tax roll.

"**Authorized Facilities**" means those facilities to be financed as identified in the resolution forming the CFDs.

"**Backup Special Tax**" means a Special Tax that may be levied against Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels when the Special Tax revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover Annual Costs, less Pay-As-You-Go Expenditures, in a Fiscal Year.

"**Base Special Tax**" means the Maximum Annual Special Tax Rate in the Base Year. This Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor – Base Special Tax in each Fiscal Year following the Base Year.

"**Base Year**" means the Fiscal Year beginning on July 1, 2003 and ending on June 30, 2004.

"**Board**" means the Board of Trustees of the District.

"**Bond(s)**" means bond(s) issued by the District under the Act for the CFDs.

"**Bond Indenture**" means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which the Bonds are issued.

"**Building Square Foot**" means the total square foot of the living area of a residential dwelling Unit within the exterior walls of the building, but not including garages, carports, common areas, walkways, overhangs, decks, patios, enclosed patios, or similar areas. The Building Square Foot will be determined by reference to City or County approved building permits.

"**CFD**" means the Western Placer Unified School District CFD No. 2.

"**County**" means the County of Placer, California.

"**County Assessor's Parcel**" means a lot or parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

"**Debt Service**" means the total amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds for the CFDs.

"**Developed Parcel**" means a Parcel in one of the following Parcel categories that has received from the City or County the applicable development approval for that Parcel category as follows:

Parcel Category	Development Approval
Single Family Residential	=> - Building Permit
Condominiums	=> - Building Permit
Duplexes and Halfplexes	=> - Building Permit
Multi-family units	=> - Building Permit
Mobile Homes	=> - Building Permit
Agricultural Residential Parcels	=> - Building Permit
Mixed Use	=> - Building Permit

A Taxable Parcel is subject to the Maximum Annual Special Tax for 40 years upon being classified as a Developed Parcel. The Maximum Annual Special Tax for a Developed Parcel shall increase by the Tax Escalation Factor – Developed Parcels, in each year following the Base Year.

"**Discount Rate**" means the blended "all in" true interest cost of all Outstanding Bonds, or if no Bonds have been issued, 7%.

"**District**" means the Western Placer Unified School District.

"**Final Map Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Final Subdivision Map**" means a recorded final subdivision map pursuant to the Subdivision Map Act designating individual single family residential Parcels.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Large Lot Parcel**" means any Parcel delineated on a Large Lot Subdivision Map which is intended for residential uses as defined under Developed Parcel.

"**Large Lot Subdivision Map**" means a recorded subdivision map delineating Parcels by land use. However, the Large Lot Subdivision Map does not delineate individual single family residential parcels. A Final Subdivision Map will delineate individual single family parcels.

"**Maximum Annual CFD Revenue**" means the total amount of revenue from all Taxable Parcels in a given Fiscal Year.

"**Maximum Annual Special Tax**" means the greatest amount of Special Tax that can be levied against a Taxable Parcel in a Fiscal Year. The Maximum Annual Special Tax is calculated using **Attachment 1**.

"**Maximum Annual Special Tax Rate**" means an amount in a given Fiscal Year that is multiplied by the Building Square Foot for a Developed Parcel, per Unit for a Final Map Parcel, or per acre for a Large Lot Parcel and Undeveloped Parcel to derive the Maximum Annual Special Tax for a Taxable Parcel. **Attachment 1** shows the Base Special Tax. The Maximum Annual Special Tax Rate shall be increased in each Fiscal Year after the Base Year by the Tax Escalation Factor – Developed Parcels for Developed Parcels, and by the Tax Escalation Factor – Base Special Tax for all other Taxable Parcels.

"**Maximum Annual Special Tax Revenue**" is the greatest amount of revenue from levying the Maximum Annual Special Tax in a Fiscal Year on a group of Parcels, such as Developed Parcels.

"**Maximum Building Square Footage**" means the maximum amount of Building Square Feet that may be used to calculate the Maximum Annual Special Tax for a residential Unit. This amount is 2,200 Building Square Feet.

"**Outstanding Bonds**" means the total principal amount of Bonds that have been issued and not retired or defeased.

"**Parcel**" means any County Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

"**Pay-As-You-Go Expenditure**" means the use of annual Special Tax revenues that are not needed for Annual Costs (excluding Pay-As-You-Go Expenditures) to pay for Authorized Facilities to be constructed or acquired by the CFD.

"**Prepayment**" means the complete fulfillment of a Parcel's Special Tax obligation, as determined by following the procedures in **Section 7**.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools, parks, public drainage ways, public landscaping, wetlands, greenbelts, and public open space.

"**Single Family Residential Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Special Tax(es)**" mean(s) the special tax levied under the Act in the CFDs.

"**Superintendent**" means the Superintendent of the District.

"**Tax Collection Schedule**" means the document prepared by the District for the County Auditor to use in levying and collecting the Special Tax each Fiscal Year.

"**Tax Escalation Factor – Base Special Tax**" means a factor equal to the increase in the Engineering News Record – Construction Cost Index for the calendar year preceding the current Fiscal Year, or 7%, whichever is the lesser. The factor is used to increase the Maximum Annual Special Tax Rate as of July 1 of each year following the Base Year. If the Tax Escalation Factor – Base Special Tax is less than zero for a given Fiscal Year, then the Maximum Annual Special Tax Rate shall remain the same as the previous Fiscal Year.

"**Tax Escalation Factor – Developed Parcels**" means a factor of 2% that will be applied annually to the Maximum Annual Special Tax Rate for a Developed Parcel beginning the Fiscal Year following the initial assignment of the Maximum Annual Special Tax Rate to a Developed Parcel as a means of increasing the Maximum Annual Special Tax.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are:

(i) Public Parcels,

(ii) Parcels zoned for agriculture with no residential improvements,

(iii) Parcels zoned for commercial or industrial use,

(iv) Parcels used solely for recreation and/or open spaces uses, including but not limited to, golf courses and common open space Parcels,

(v) Parcels that have been subject to the Special Tax as a Developed Parcel for 40 years, and

(vi) Parcels for which the Special Tax has been fully prepaid under **Section 7** hereof.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, a Final Map Parcel, or a Large Lot Parcel.

"**Unit(s)**" means an individual residential dwelling unit, or a Final Map Parcel. A Parcel may have more than one assigned Unit. Multi-family, tri-plex, and duplex residential uses will have more than one assigned Unit per Taxable Parcel. Single Family Residential Parcels and Final Map Parcels may have more than one assigned Unit. This may occur when a Final Map Parcel is created for which individual Assessor's Parcel Numbers have not yet been assigned to each Final Map Parcel created by a Final Subdivision Map.

3. Determination of Parcels Subject to Special Tax

The District shall prepare a list of the Parcels subject to the Special Tax. The District shall identify the Taxable Parcels from a list of all Parcels within the CFD boundary by excluding all Tax-Exempt Parcels.

4. Termination of the Special Tax

The Special Tax will be levied and collected for as long as needed to pay the principal and interest on debt and other costs incurred in order to construct the Authorized Facilities and to pay the Annual Costs. However, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2052-2053.

Subject to the above provisions, there is no limit on the number of years a Parcel can remain subject to the Special Tax as a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel, and the number of years a Parcel is subject to the Special Tax as a Final Map Parcel, Large Lot, or Undeveloped Parcel shall not affect the period of time that Parcel may be subject to the Special Tax as a Developed Parcel. However, after a Parcel has paid the Special Tax as a Developed Parcel for 40 years, the Special Tax shall cease to be levied on that Parcel. The District shall then direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify

the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

When all Annual Costs incurred by the CFDs have been paid, the Special Tax shall cease to be levied. The District shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

5. Assignment of Maximum Annual Special Tax

In each Fiscal Year following the Base Year the Maximum Annual Special Tax Rate, as shown in **Attachment 1**, for the CFD shall increase by the Tax Escalation Factor – Base Special Tax. The Maximum Annual Special Tax Rate for Developed Parcels shall increase by the Tax Escalation Factor – Developed Parcels.

A. Classification of Parcels. Each Fiscal Year, using the Definitions in **Section 2** above, the Parcel records of the County Assessor's Secured Tax Roll as of January 1, and other City or County development approval records as of June 30, the District shall cause the following:

1. Each Parcel to be classified as a Tax-Exempt Parcel or Taxable Parcel, and

2. Each Taxable Parcel to be classified as a Developed Parcel, Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

B. Initial Assignment of Maximum Annual Special Tax to Developed Parcels. A Taxable Parcel is subject to the Maximum Annual Special Tax as a Developed Parcel in the Fiscal Year following the issuance of a building permit. The Maximum Annual Special Tax Rate, adjusted for the Tax Escalation Factor – Base Special Tax, is multiplied by the Building Square Foot, not to exceed the Maximum Building Square Foot for each Unit, to derive the Maximum Annual Special Tax for a Developed Parcel.

1. Single Family Residential Parcels, Half-plexes, and Condominiums. The Maximum Annual Special Tax for a Single Family Residential Parcel, half-plexes, or condominiums is calculated for each Unit assigned to a Taxable Parcel.

2. Duplexes, Multi-family, Mobile Homes, and Mixed Uses. The Maximum Annual Special Tax for a duplexes, multi-family, mobile homes, and mixed uses is calculated for each Unit assigned to a Taxable Parcel. There may be

more than one Unit assigned to a Parcel, however, the Maximum Annual Special Tax shall be calculated for each Unit, then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

C. Assignment of Maximum Annual Special Tax for Developed Parcels after Initial Assignment. In each Fiscal Year following the initial assignment of the Maximum Annual Special Tax to a Developed Parcel, the Maximum Annual Special Tax is calculated by multiplying the Maximum Annual Special Tax Rate, as adjusted by the Tax Escalation Factor – Developed Parcels, by the Building Square Foot of a Unit, not to exceed the Maximum Building Square Foot. If there is more than one Unit for a Taxable Parcel, the Maximum Annual Special Tax shall be calculated for each Unit, and then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

D. Assignment of Maximum Annual Special Tax to Final Map Parcels. The Maximum Annual Special Tax is assigned each Fiscal Year to Final Map Parcels using **Attachment 1. Attachment 1** shows the Maximum Annual Special Tax Rate for Final Map Parcels for the Base Year of FY 2003-2004. The Maximum Annual Special Tax for Final Map Parcels is calculated by multiplying the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor – Base Special Tax for a given Fiscal Year by the approved Units assigned to the Parcel.

E. Assignment of the Back Up Special Tax. Final Map Parcels, Large Lot Parcel, and Undeveloped Parcels may be subject to a Back Up Special Tax. If the revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover the Annual Costs, less Pay-As-You-Go Expenditures, in any Fiscal Year, a Back Up Special Tax may be levied on Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels. The Back Up Special Tax is calculated using **Attachment 1**.

F. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is converted to a Taxable Parcel, it shall become subject to the Special Tax. The Maximum Annual Special Tax for each such Parcel shall be determined using the definitions in **Section 2** and the steps in **Section 5**.

G. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a school site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be

permitted to the extent there is no net loss in Maximum Annual CFD Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the District.

6. Setting the Annual Special Tax Rate for Taxable Parcels

The tax rate shall be established annually by the Board. The annual Special Tax rate shall be established using the following:

A. Compute the Annual Costs, less Pay-As-You-Go Expenditures, using the definition of Annual Costs in **Section 2.**

B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 1: Compute 100% of the Maximum Annual Special Tax for all Developed Parcels and Final Map Parcels.

Step 2: Compare the Annual Costs, less Pay-As-You-Go Expenditures, with the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels calculated in the previous step.

Step 3: If the Annual Costs are less than the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels, Annual Costs are increased for Pay-As-You-Go Expenditures until Annual Costs are just equal to the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels.

Step 4: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, levy a Back Up Special Tax proportionately on each Final Map Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Final Map Parcels.

Step 5: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels, levy a Back Up Special Tax proportionately on each Large Lot Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Large Lot Parcels.

Step 6: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels and Large Lot Parcels, levy a Back Up Special Tax proportionately on each Undeveloped Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Undeveloped Parcels.

C. Levy on each Taxable Parcel the amount calculated above.

D. Prepare the Tax Collection Schedule, unless an alternative method of collection has been selected pursuant to **Section 9** to be discussed, and send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The District shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and the assignment of the Special Tax to the Parcels.

As development and subdivision of the CFD land uses take place, the District will maintain a file, available for public inspection, of each current County Assessor's Parcel Number within the CFD, its Maximum Annual Special Tax, and the Maximum Annual CFD Revenues for all Parcels within the CFD. This record shall show the calculation of the assigned Maximum Annual Special Tax to each Taxable Parcel.

7. Prepayment of Special Tax Obligation

A property owner may permanently satisfy the Special Tax on a Parcel by prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Prepayment is based on the Prepayment for a Developed Parcel - even if the prepaying Parcel is a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

- The District determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.

- The landowner prepaying the Special Tax obligation on a Parcel has paid any delinquent Special Tax and penalties on that Parcel prior to Prepayment.

The Prepayment amount shall be established by following the steps below.

FULL PREPAYMENT

The full Prepayment of the Special Tax obligation is determined by calculating the present value of the revenue stream which is the sum of the Maximum Annual Special Tax revenues for the period that a Developed Parcel is obligated to pay. The Maximum Annual Special Tax is increased by the Tax Escalation Factor in each Fiscal Year after the Base Year.

The calculation of the present value of the Special Tax obligation revenue stream is done using the formula below:

$$PV = \text{sum of revenue stream}/(1+i)^n$$

Where:

PV = Present value of Special Tax revenue stream
i = Is the Discount Rate
n = Number of Fiscal Years remaining to pay the Developed Parcel Maximum Annual Special Tax

The Calculation of the Prepayment Amount:

1. Using the Definitions in **Section 2**, and the steps in **Section 5**, assign the Maximum Annual Special Tax for the Fiscal Year following the current Fiscal Year to the prepaying Parcel. If the Parcel is not a Developed Parcel, calculate the Maximum Annual Special Tax as if the Parcel is a Developed Parcel.

2. Determine the remaining number of years ("n") that the prepaying Parcel must pay the Maximum Annual Special Tax at the Developed Parcel rate. Subtract the number of years the prepaying Parcel has paid the Maximum Annual Special Tax at the Developed Parcel rate, including the current Fiscal Year if appropriate, from 40 to derive "n". If the Parcel is currently not classified as a Developed Parcel for the current Fiscal Year, then the number of years remaining is 40 ("n" = 40).

3. Using the Maximum Annual Special Tax in **Step 1** above, increase the Maximum Annual Special Tax by the Tax Escalation Factor for "n" years, as calculated in **Step 2.**

4. Sum the revenue stream calculated in **Step 3.** This is the "sum of revenue stream".

5. Using the Discount Rate ("i"), calculate the present value of the "sum of revenue stream" using the present value formula above.

6. Add to the present value any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to first call date on the Bonds, and expenses incurred by the District in connection with the prepayment calculation or the application of the proceeds of the Prepayment. This amount is the Prepayment of the Special Tax obligation

8. Appeals

The Superintendent or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax as to that Parcel. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the levy of the Special Tax as to that Parcel shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Board for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

9. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Board or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligations.

Attachment 1
Western Placer Unified School District
Community Facilities District No. 2
Calculation of the Maximum Annual Special Tax - Base Year of FY 2003-2004 [1]

Tax Category	Maximum Annual Special Tax Rate Base Year [2]		Taxable Unit [3]			
Developed Parcels [4]						
Single Family Residential	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Duplex/Halfplex Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Multi-family Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mobile Home Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mixed Use Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Commercial/Industrial [5]	*Tax-exempt*				*Tax-exempt*	
Final Map Parcels [6]	$300.60	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Back Up Special Tax						
Final Map Parcels	$150.30	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Large Lot Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel
Undeveloped Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel

"attachment_1"

[1] The Maximum Annual Special Tax Rate will be increased each Fiscal Year after the Base Year by the Tax Escalation Factor - Base Tax Rate.

[2] The Maximum Annual Special Tax Rate is multiplied by the Taxable Unit to derive the Maximum Annual Special Tax for a Unit or a Parcel.

[3] The Maximum Annual Special Tax Rate per square foot is based on the Building Square Foot of the residential structure. For multi-family residential Units, common areas would be excluded from the calculation of the Maximum Annual Special Tax for each Unit. The Building Square Foot is limited to the Maximum Building Square Foot for the purposes of calculating the Maximum Annual Special for any Unit. A Developed Parcel may have multiple Units assigned to it. The Maximum Annual Special Tax for a Developed Parcel is calculated by summing the Maximum Annual Special Tax of each Unit assigned to the Developed Parcel.

[4] Developed Parcels are initially assigned the Maximum Annual Special Tax Rate at the issuance of a building permit. The Maximum Annual Special Tax is calculated by multiplying the Building Square Foot of the residential Unit by the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor - Base Special Tax for the Fiscal Year. The Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor - Developed Parcels in each Fiscal Year after the Fiscal Year in which the Parcel is initially assigned the Maximum Annual Special Tax as a Developed Parcel. A Developed Parcel is subject to the Maximum Annual Special Tax for 40 years.

[5] Non-residential uses are not subject to the Special Tax.

[6] Final Map Parcels are assigned a Maximum Annual Special Tax Rate of $300.60 per Unit to the Taxable Parcel.

RESOLUTION NO. _____

RESOLUTION ADOPTING LOCAL GOALS AND POLICIES AND RESOLUTION OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT NO. 2, TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SCHOOL FACILITIES, TO INCUR BONDED INDEBTEDNESS, TO ESTABLISH AN APPROPRIATIONS LIMIT FOR SUCH COMMUNITY FACILITIES DISTRICT, TO CALL A PUBLIC HEARING, TO APPROVE THE MEMORANDUM OF UNDERSTANDING, AND TO CALL A SPECIAL ELECTION TO SUBMIT THE QUESTION OF LEVYING A SPECIAL TAX, ISSUING BONDS AND ESTABLISHING AN APPROPRIATION LIMIT FOR SUCH COMMUNITY FACILITIES DISTRICT

WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") intends to institute proceedings to establish a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, the Board intends to finance all or a portion of the facilities of the community facilities district through the issuance of bonds, the payment of the principal of and interest on which will be secured by the special tax that the Board has proposed to levy in the boundaries of the community facilities district.

NOW, THEREFORE, THE BOARD HEREBY FINDS, DETERMINES and ORDERS as follows:

1. Adoption of Local Goals and Policies. Pursuant to Government Code Section 53312.7, the Board has considered and hereby adopts the goals and policies concerning the use of the Act that are attached hereto as Exhibit A.

2. Intent to Establish Community Facilities District. The Board proposes and intends to establish a community facilities district pursuant to the provisions of the Act.

3. Description of Boundaries. The proposed boundaries of the community facilities district are described on a map filed in the office of the Secretary of this Board. The Secretary of the Board is hereby authorized and directed to endorse the certificates set forth on the map indicating its filing in the office of the Secretary and evidencing the date and adoption of this resolution. The Secretary is further authorized and directed to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

4. Name of Community Facilities District. The community facilities district proposed to be formed shall be known and designated as "Western Placer Unified School District Community Facilities District No. 2" ("CFD No. 2").

5. Description of Public Facilities. The public school facilities proposed to be financed by CFD No. 2 (the "Facilities") are described in Exhibit B hereto. The cost of the Facilities includes the cost of planning, designing, inspecting and constructing the Facilities, including the cost of environmental evaluations thereof; all costs associated with the creation of CFD No. 2, the subsequent issuance of bonds, the determination of the amount of any taxes, and the collection of taxes; all costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2; and any other expenses incidental to the construction, completion and inspection of the Facilities.

6. Necessity of Public Facilities. The proposed facilities are in the public interest and are necessary to meet increased demands put upon the District as a result of new development occurring within CFD No. 2.

7. Levy of Special Tax. Except where funds are otherwise available, a special tax sufficient to pay for all the Facilities and sufficient to pay the principal of and interest on any bonds subsequently proposed to be issued to finance the Facilities, secured by recordation of a continuing lien against all non-exempt real property in CFD No. 2, will be annually levied within the proposed CFD No. 2. The rate, method of apportionment, and manner of collection of this special tax are set forth in Exhibit C hereto.

8. Declaration of Necessity To Incur Bonded Indebtedness. In order to finance the acquisition and construction costs of the Facilities and the incidental expenses thereof, it is necessary to incur bonded indebtedness.

9. Purpose of Debt. The proposed bonded indebtedness would be incurred for the purpose of construction and acquisition of the Facilities, payment of the incidental expenses of such construction and acquisition, payment of the costs of issuance of the bonds, funding capitalized interest, funding a debt service reserve fund, repayment of funds advanced, and payment of other costs authorized by the Act.

10. Amount of Proposed Debt. The amount of the proposed bonded indebtedness to be incurred is $100,000,000.

11. Appropriations Limit. The Board intends to establish an appropriations limit, as defined by Article XIII B, Section 8(h), of the Constitution of the State of California, for CFD No. 2 in the amount of all special taxes collected.

12. Agricultural Land. Pursuant to Government Code Section 53325.6, land within CFD No. 2 that is devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products will be benefited by the public facilities proposed to be provided within CFD No. 2.

13. No Exemptions. Pursuant to Government Code Section 53317.3, the special tax shall be levied against all property that is not expressly exempt from the special tax and that is later acquired by a public entity.

14. Public Property Acquired by Eminent Domain. Pursuant to Government Code Section 53317.5, any special tax levied against property that is later acquired by a public entity through eminent domain proceedings shall be treated as if it were a special annual assessment.

15. Private Leaseholds in Public Property. Pursuant to Government Code Section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

16. Facilities Report. The Superintendent of the District is hereby directed to study the proposed CFD No. 2, and, at or before the time of the hearing described below, file a report in accordance with Government Code Section 53321.5 with this Board containing a brief description of the public facilities by type that will, in his opinion, be required to adequately meet the needs of the proposed CFD No. 2 and his estimate of the cost of providing those public facilities and services, including incidental expenses.

17. Notice to Board of Supervisors. The Secretary of the Board is hereby authorized and directed to transmit a certified copy of this Resolution to the Board of Supervisors of the County of Placer and to the City Council of the City of Lincoln pursuant to the requirement of Section 53315.6 of the Government Code.

18. Public Hearing. The Board hereby fixes 7:00 p.m., or as soon thereafter as practicable, on May 6, 2003, at the regular meeting place of the Board, 810 J Street, Lincoln, California, as the time and place for a public hearing on the establishment of the CFD No. 2. The hearing on the establishment of the CFD No. 2 shall be consolidated with the hearing on the bonded indebtedness proposed to be incurred and shall be conducted as a single hearing. At the public hearing, the testimony of all interested persons or taxpayers for or against the establishment of CFD No. 2, the extent of CFD No. 2, the furnishing of the specified types of public facilities, the levy of such special tax, or the authority to incur bonded indebtedness will be heard and considered. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the Superintendent on or before the time fixed for the hearing and any written protest may be withdrawn, in writing, at any time before the conclusion of the hearing.

19. Publication of Notice. The Secretary shall publish a notice of this hearing once in the *The Placer Herald,* a newspaper of general circulation in the area of the proposed CFD No. 2, and shall mail, or cause to be mailed, notice of such hearing by first class mail, postage prepaid, to each qualified elector within the proposed CFD No. 2. Publication shall be completed at least seven days prior to the hearing and the mailing shall be completed at least fifteen days prior to the hearing.

20. Content of Notice. The notice shall be in substantially the form attached hereto as Exhibit D.

21. Memorandum of Understanding. The Board hereby approves the Memorandum of Understanding between LB/L-Suncal Lincoln Crossing LLC and the District, in substantially

the form attached hereto as Exhibit E (the "MOU"). The Board hereby authorizes and directs the Superintendent or his designee to make such changes to the MOU as he deems necessary to effectuate the Board's intent and to execute the MOU.

22. Special Election. If, at the conclusion of the public hearing on May 6, 2003, the Board determines to establish CFD No. 2 because any protests to the proposed formation of CFD No. 2 and the levy of special taxes are insufficient in number and in amount under the Act, the Board will order a special election to be held by the qualified electors of the proposed CFD No. 2 by mailed ballot, on the questions of levying the special tax, issuing bonds and establishing an appropriations limit, and incurring debt.

In anticipation of the special election on May 6, 2003, the Board hereby authorizes the Superintendent or his designee to submit the question of levying such special tax, issuing bonds and the establishment of an appropriation limit in the amount of all special taxes collected, as defined by Article XIII B, Section 8(h), of the Constitution of the State of California, to the landowners within the proposed boundaries of CFD No. 2, such landowners being the electors and persons qualified to vote at such election, all in accordance with and subject to the Act and applicable law.

If the proposition on the question of levying the special tax within CFD No. 2 and establishing such appropriation limit receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, then the Board will be authorized to levy the special tax within CFD No. 2.

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 CFD No. 2 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. 2, as provided in Government Code Section 53326(b).

(b) Pursuant to Government Code Section 53327, the special election is being 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) 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."

(d) The Secretary of the Board shall accept the ballots of the landowners received up to 5:00 p.m. on election day, May 6, 2003, whether the ballots have been personally delivered or received by mail. Once all qualified electors have voted, the election shall be closed. The Secretary of the Board shall have available ballots that may be marked at the Secretary's office on election day by voters.

(e) The Secretary of the Board shall commence the canvass of the returns of the special election immediately following the adoption of the "Resolution of Formation Establishing the CFD, Proposing the Levy of a Special Tax, Proposing to Incur Bonded Indebtedness and Proposing an Appropriation Limit" on May 6, 2003, and at the conclusion thereof shall declare the results of the election.

(f) The Board shall declare the results of the special election immediately following the determination of the results on May 6, 2003.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on April 1, 2003, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
President, Board of Trustees
Western Placer Unified School District

ATTEST:

_____
Secretary, Board of Trustees
Western Placer Unified School District

EXHIBIT D

NOTICE OF PUBLIC HEARING

ON PROPOSED ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT, THE LEVY OF A SPECIAL TAX AND THE ISSUANCE OF BONDS

WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Western Placer Unified School District on April 1, 2003, adopted its Resolution No. 02/03.32in which it declared its intention to establish a community facilities district, to establish an appropriations limit for such district, to levy a special tax to pay for certain public school facilities, and to issue bonds, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the boundaries of the proposed district, the facilities proposed to be financed, the rate, method of apportionment, and manner of collection of the proposed special tax, and the proposed issuance of bonds in the amount of $100,000,000. The District proposes to tax all interests in property that may be taxed under the Act. Any bonds issued would be secured by the special taxes to be levied in the proposed community facilities district. For further details, the resolution is available at the Administration Office of the District at 810 J Street, Lincoln, California.

NOTICE IS HEREBY FURTHER GIVEN that the Board has fixed May 6, 2003, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the Board, 790 J street, Lincoln High School Performing Arts Center, Lincoln, California as the time and place when and where the Board will hold a consolidated public hearing to consider the establishment of the district, the levy of the special tax, and the issuance of debt. At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the district, the extent of the district, the furnishing of the specified public facilities, the establishment of an appropriations limit, the levy of the special tax, and the debt issue will be heard.

If 50% or more of the qualified electors of CFD No. 2 file written protests against the establishment of the district, and the protests are not withdrawn so as to reduce the value of the protests to less than a majority, the creation of the district and the tax levy shall not be considered for a period of one year from the date of the decision of the Board after the hearing. If the majority of the qualified electors protests only against a specific type of facility or a specified tax, then that type of facility or tax shall be precluded.

NOTICE IS HEREBY FURTHER GIVEN that if, at the conclusion of the public hearing, the Board determines to establish the district, the Board will order an election to be held by the qualified electors of the district by mailed ballot, on the questions of levying the special tax, establishing an appropriations limit, and incurring debt.

DATED: April, 1, 2003.

_____

Secretary, Board of Trustees
Western Placer Unified School District

4.10.25

EXHIBIT E

WESTERN PLACER UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING
(Formation of Community Facilities District No. 2)

This Memorandum of Understanding ("MOU"), entered into as of the later of the two dates of execution shown below, is by and between the Western Placer Unified School District, a political subdivision of the state of California (the "District") and LB/L Suncal Lincoln Crossing LLC, a Delaware limited liability company (the "Landowner").

RECITALS

This MOU is made with reference to the following facts and intentions:

A. It is the intent of the parties to this MOU, which includes the attached Exhibit A (Description of Public School Facilities), Exhibit B (Special Tax Formula), Exhibit C (Memorandum of Agreement), and Exhibit D (Petition and Waiver), to provide a method to finance adequate school facilities made necessary in whole or in part by the development of the real property belonging to the Landowner and described on the signature page hereto ("Landowner's property").

It is the further intent of this MOU to provide for adequate schools to serve and to prevent overcrowding of schools caused by development within the boundaries of the District, to facilitate the ability of the District to obtain State funding for school construction, and to maximize the ability to provide schools on a timely basis to serve students generated by new development.

B. To accomplish the purpose of financing school facilities, the parties seek to undertake proceedings under the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311 *et seq.*, the "Act"), to establish the Western Placer Unified School District Community Facilities District No. 2 ("CFD No. 2"), including the holding of required hearings, the adoption of all resolutions, the holding of an election to authorize the levy of a special tax (the "Special Tax"), and all other actions necessary to establish CFD No. 2 and levy the Special Tax on such property.

C. The Landowner executing this MOU has voluntarily agreed to subject his/her/its land to the Special Tax and such taxes shall be made binding on Landowner's assignees and successors in interest irrespective of whether additional territory is annexed to CFD No. 2.

D. The Special Tax will be levied in CFD No. 2 in accordance with the special tax formula set forth in Exhibit B attached hereto and hereby made a part hereof. As detailed in Exhibit B, the Special Tax shall be levied against all developed, final map, large lot and undeveloped parcels in CFD No. 2. The Special Tax shall be in addition to any other general or special tax levied upon Landowner's property.

4.10.26

E. The Governing Board of the District (the "Board") may authorize the issuance of bonds issued under the Act and secured by the Special Tax (the "Bonds") to be repaid from the annual levy and collection of the Special Tax. The proceeds of the Special Tax and Bonds will be used to finance the purchase, construction, expansion, rehabilitation, improvement, and acquisition of the types of public school facilities described in Exhibit A attached hereto and incorporated herein to serve properties within the boundaries of CFD No. 2.

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

1. Recitals. The foregoing recitals are true and correct and are hereby adopted as part of this MOU.

2. Waiver. The Landowner shall execute and file with the Superintendent a Petition and Waiver in the form attached hereto as Exhibit D consenting to the acceleration of the election timetable and waiving other procedural requirements in connection with the original formation of CFD No. 2, and the election.

3. Special Tax Rates. The rates at which the Special Tax is collected from properties in CFD No. 2, exclusive of any other general or special taxes, shall be in accordance with the rates as set forth in Exhibit B subject to the amendment or modification of Exhibit B in the future as authorized by law.

4. Developer Fees. During the period of time the Special Tax is levied on Landowner's property, Landowner shall be exempt only from those developer fees as established by the District pursuant to Government Code section 53080, *et seq.*, or any successor statutes, which otherwise would be levied for the purpose of funding the District's school facilities.

5. Bonds. The Board may authorize the issuance of Bonds under the Act to be repaid from the annual levy and collection of the Special Tax. The proceeds of the Bonds may be used to finance the school facilities described in Exhibit A. Such facilities may in whole or in part serve the dwelling units within the boundaries of CFD No. 2 and may be located anywhere within the jurisdiction of the District.

6. Formation Costs. Landowner agrees to reimburse the District for all costs associated with the formation procedures related to Landowner's property.

7. Landowner's Obligation to Reserve Sites for School Facilities.

a. Definitions. Each capitalized term not otherwise defined in this MOU shall have the following meaning:

"Project" means the Lincoln Crossing Project.

"School Facilities" means those facilities to be constructed by the District on the Project.

"School Mitigation Agreement" means that School Mitigation Agreement (Lincoln Crossing), dated January 3, 2001, between the District and CSY Lincoln Crossing, L.P.

4.10.27

"School Site" means that certain real property shown on Exhibit "A" (Middle School Site, Northern Elementary School Site and Elementary School Site) to the School Mitigation Agreement.

b. Landowner shall reserve sites for School Facilities (as defined below):

i. Reservation of Middle School Parcel. Landowner shall reserve within the Project one site for the construction of Middle School Facilities shown on Exhibit "A" to the School Mitigation Agreement. Such site shall include land sufficient to accommodate the School Facilities, provided the maximum amount of land to be reserved shall not exceed the amount shown therefor on Exhibit "A" to the School Mitigation Agreement. Contingent upon approval of the site by the State Department of Education and the California Department of Toxic Substance Control and subject to compliance with CEQA, District shall acquire the Middle School Site from the Landowner or subsequent landowner at the price described in Section 8 Acquisition Price for School Sites.

ii. Reservation of Elementary School Parcels. Subject to the potential elimination of the school site south of the Bypass as provided herein, Landowner shall reserve within the Project two sites for the construction of Elementary School Facilities as shown on Exhibit "A" to the School Mitigation Agreement. Each School Site shall include land sufficient to accommodate the School Facilities, provided the maximum amount of land to be reserved shall not exceed the amount shown therefor on Exhibit "A" to the School Mitigation Agreement. Contingent upon approval of the sites by the State Department of Education and the California Department of Toxic Substance Control and subject to compliance with CEQA, the District shall acquire these sites from the Landowner or subsequent landowner at the price described in Section 8 Acquisition Price for School Sites.

If the District determines that an alternative site located outside the boundaries of the Project is more appropriate for the location of an Elementary School Facility than the site located south of the proposed Bypass, as shown on Exhibit "A" to the School Mitigation Agreement (the "Southern Elementary School Site"), then District shall notify Landowner in writing of its planned acquisition thereof within fifteen (15) days of District's entering into an agreement to purchase such alternate site. District acknowledges that Landowner may elect to develop all or a portion of the Project located south of the Bypass as an age-restricted residential development, in which case the Project's demands and impacts upon the need for school facilities may be greatly diminished and the location of an elementary school within an age-restricted community may not be appropriate. Accordingly, if Landowner determines to proceed with an age-restricted development for such area, and if such age-restricted development will convert two-thirds or more of the residential units south of the Bypass for such age-restricted uses, Landowner shall notify District in writing of such planned, age-restricted development. Such notice shall be given to the District within fifteen (15) days of Landowner obtaining approval from the City for the development of such age-restricted development; during the processing of any such approval, District shall cooperate with Landowner and acknowledge to the City Landowner's right to convert this reserved site for other uses, subject to the City's approval of such age-restricted development. Such notification from either the District or the Landowner shall release Landowner from its reservation obligations

4.10.28

under this Section 7 Landowner's Obligation to Reserve Sites for School Facilities with respect to the Southern Elementary School Site.

Similarly, if the District elects to acquire the Southern Elementary School Site prior to Landowner's receipt of building permits for more than one-third of the planned single-family residential units south of the proposed Bypass, and if Landowner subsequently elects to develop two-thirds or more of such portion of the Property as an age-restricted residential development, then Landowner shall have the right, at its sole option, to repurchase the Southern Elementary School Site back from the District for the price paid therefor by the District. Such right to repurchase shall expire after the issuance of building permits for more than one-third of the single-family residential units planned south of the proposed Bypass.

c. Reservation Time Limitation. Except as otherwise provided herein, parcels for the above-listed School Facilities shall be reserved for a period not to exceed ten (10) years from the execution date of the School Mitigation Agreement. The reservation for the Northern Elementary School Site shall terminate two (2) years following receipt of written notice from Landowner of the issuance of the four hundredth (400^{th}) residential building permit within the portion of the Property located north of the proposed Bypass. The reservation for the Middle School Site shall terminate two (2) years following receipt of written notice from Landowner of the issuance of the eight hundredth (800^{th}) residential building permit within the Property. The reservation for the Southern Elementary School Site shall terminate two (2) years following receipt of written notice from Landowner of the issuance of the four hundredth (400^{th}) residential building permit within the portion of the Property located south of the Bypass, subject to any earlier termination of this reservation pursuant to Section 7 (b) (ii) above. In the event the District has not acquired said parcels within the applicable time for such reservations, Landowner's obligations with respect to reservation of the applicable site(s) will cease.

d. Site Preparation. Upon receipt of the District's notice that it will acquire a School Site as provided herein, Landowner hereby agrees to grade said School Site pursuant to the District's specifications.

e. Payment by the District. District shall pay cash to acquire parcels for School Facilities listed in this Section 7 Landowner's Obligation to Reserve Sites for School Facilities.

8. Acquisition Price for School Sites. All school sites acquired by District from Landowner pursuant to this MOU shall be acquired for a price equal to the lesser of (a) the fair market value ("Fair Market Value") of the School Site, as determined below; or (b) $225,000 per acre.

a. Initial Valuation. Landowner shall have a period of thirty (30) days after the receipt of District's notice that it will acquire a parcel as provided herein, to deliver to District Landowner's determination of the Fair Market Value of the Property (the "Valuation Notice"). If District disputes Landowner's determination of Fair Market Value for the particular parcel, District shall, within twenty (20) days after the date of Landowner's Valuation Notice, send to Landowner a notice stating that District disputes Landowner's determination of Fair Market Value, and elects to resolve the dispute as provided herein. The period of time for such

response by the District and by the Landowner may be extended by mutual agreement of the parties. If District does not send to Landowner a notice as provided in the previous sentence, Landowner's determination of the Fair Market Value shall be determinative.

b. Resolution of Disputed Valuation. Any dispute regarding Fair Market Value shall be resolved as follows:

i. Within twenty (20) days after District's response to Landowner's Valuation Notice, District and Landowner shall meet no less than two (2) times, at a mutually agreeable time and place, to attempt to resolve any such dispute.

ii. If, within the twenty (20) day consultation period, District and Landowner cannot reach an agreement as to the Fair Market Value, they shall each select one MAI appraiser with at least five (5) years' experience in appraisal of similar properties to determine the Fair Market Value. Each such appraiser shall arrive at a determination of the Fair Market Value and submit their conclusions to Landowner and District within thirty (30) days after the expiration of the twenty (20) day consultation period.

iii. If only one appraisal is submitted within the requisite time period, it shall be deemed the Fair Market Value. If both determinations are submitted within such time period, and if the two (2) determinations so admitted differ by less than ten percent (10%) of the higher of the two, the average of the two shall be the Fair Market Value. If the two (2) determinations differ by more than ten percent (10%) of the higher of the two, the two appraisers shall immediately select, subject to the reasonable approval of their respective appointing parties, a third MAI appraiser. If the appraisers are unable to agree upon the third appraiser, either party may request the Presiding Judge for the Superior Court of Placer County to select such third appraiser, with written notice to the other party of such request. Such third appraiser shall, within the thirty (30) days after his or her selection, make a determination of the Fair Market Value and submit such determination to Landowner and District. This third determination will be averaged with the closer of the two (2) previous determinations and the result shall be the Fair Market Value.

c. Valuation Assumptions. For purposes of determining the Fair Market Value of the Property, each appraiser shall assume that the Property is not subject to this MOU, and that the Property is usable for its highest and best use, based on low-density residential use. In consideration of Landowner's obligation to install the off-site improvements and the road and utility improvements adjacent to the School Sites pursuant to its Development Agreement with the City, such Fair Market Value shall be based on the value of the Sites as fully improved, including one-half the cost incurred by the Landowner to install the road and utility improvements adjacent to the Sites. Alternatively, if any road or utility improvements fronting a Site have not been installed at the time of acquisition by the District, the District may defer payment for such improvements until installed by Landowner, at which time District shall pay one-half of the costs incurred by Landowner therefor. After any such sale, at the request of Landowner, District shall join in a construction contract for its share of any such frontage improvements to coordinate the construction thereof and payment of District's share therefor, provided the terms of such contract shall be subject to the District's approval, which shall not be unreasonably withheld.

4.10.30

9. Controlling Document. The parties hereby agree that, in the event there is an inconsistency between the terms of this MOU and the School Mitigation Agreement, the terms of this MOU shall govern.

10. Successors Bound; Covenants Run with the Land. All of the covenants, stipulations and agreements contained in this MOU made by or on behalf of, or for the benefit or burden of, the parties hereto shall be binding upon and shall inure to the benefit or burden of the assigns, successors in interest, and successors in title of the respective parties. Further, the provisions and terms of this MOU shall be a covenant that applies to and runs with the land within the meaning of Civil Code Section 1468. This MOU is recited to be of benefit to the land in that, upon its execution, the District will certify compliance with any school facilities mitigation condition imposed by the City of Lincoln, thereby allowing Landowner to record a final subdivision map. Further, this MOU creates an equitable servitude that will bind all successors and assigns of the parties hereto under principles of equity. Landowner shall give notice of this MOU in all deeds, leases, contracts of sale, or other instruments conveying any interest in Landowner's property.

11. Amendment. This MOU shall be amended only by a written instrument executed on behalf of the District and the Landowner. Nothing in this MOU shall be interpreted as limiting the authority of the Board to make changes, annex territory to CFD No. 2, or establish other community facilities districts as authorized by the Act.

12. Severability. If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

13. Entire Agreement. This MOU supersedes and cancels any and all other agreements, either oral or written, between the parties with respect to the subject matter herein and dated prior hereto.

14. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

15. Execution in Counterparts. This MOU may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

16. Recording of Memorandum. The Landowner agrees to execute, simultaneously with the execution of this MOU, a Memorandum of Agreement to be recorded in the real property records by the District. The Memorandum of Agreement shall give notice that the Landowner's property is subject to this MOU.

4.10.31

NOW, THEREFORE, the parties hereto have executed this MOU on the date(s) set forth below.

Date: _____, 2003 **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

By: _____
Roger R. Yohe, Superintendent

[additional signatures required on next page]

4.10.32

NOTE: This MOU will not become effective until the Landowner also executes the Memorandum of Agreement (Exhibit C) in the presence of a notary and the Petition and Waiver (Exhibit D) [not notarized], and returns them to the District.

Date: _____, 2003

LB/L-SUNCAL LINCOLN CROSSING LLC,
a Delaware limited liability company

By: SCC Master, LLC, a Delaware limited liability company, Its Member

By: _____
Name: Bruce Elieff
Title: Managing Member

By: LBREP Lakeside Lincoln Crossing LLC, a Delaware limited liability company, Its Member

By: _____
Name: _____
Title: _____

Landowner's property:

Assessors' Parcel Nos.:	**Acreage of each parcel:**
Total	

4.10.33

EXHIBIT A

DESCRIPTION OF PUBLIC SCHOOL FACILITIES

CFD No. 2 will finance the acquisition, construction and installation of new elementary school facilities, middle school facilities, and high school facilities, including portable classroom buildings, together with related site acquisitions and all necessary appurtenances, equipment and furnishings therefore. All facilities and equipment financed by CFD No. 2 will have an estimated useful life of five years or longer.

CFD No. 2 will also finance incidental expenses directly related to the acquisition, construction and installation of the aforedescribed school facilities, including, but not limited to, the cost of planning, engineering, and designing the facilities (including the cost of environmental evaluation thereof); costs associated with the creation of CFD No. 2, issuance of bonds, and determination of the amount of taxes and the collection and payment thereof; costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2; and any other expenses incidental to the construction, completion, and inspection of those facilities.

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EXHIBIT B

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2**

**RATE, METHOD OF APPORTIONMENT,
AND MANNER OF COLLECTION OF SPECIAL TAX**

**Community Facilities District No. 2
Western Placer Unified School District
Lincoln, California**

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

---

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") applicable to the land in Community Facilities District No. 2 (the "CFD") of the Western Placer Unified School District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of the CFDs: the costs of computing Special Taxes and preparing the annual Special Tax collection schedules (whether by the District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County, the District, or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; the costs to the District, CFDs or any designee thereof of complying with arbitrage rebate requirements; the costs to the District, CFDs or any designee thereof of complying with District, CFDs or obliged persons disclosure requirements associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the District, CFDs or designee thereof related to the appeal of the Special Tax; and the

costs associated with the release of funds from an escrow account, if any. Administrative Expenses shall also include amounts estimated or advanced by the District or CFDs for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means the Superintendent or designee.

"**Annual Costs**" means, for any Fiscal Year, the total of the following:

vii) Debt Service to be paid from Special Taxes collected during such Fiscal Year;

viii) Administrative Expenses for such Fiscal Year;

ix) The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture;

x) An amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;

xi) Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD; and

xii) Less any earnings on the reserve fund and Special Tax fund that are transferred to the bond redemption fund pursuant to the Bond Indenture.

"**Assessor's Parcel Number**" means the County Assessor's Parcel and County Assessor's Parcel number as recorded by the County Assessor on the equalized tax roll.

"**Authorized Facilities**" means those facilities to be financed as identified in the resolution forming the CFDs.

"**Backup Special Tax**" means a Special Tax that may be levied against Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels when the Special Tax revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover Annual Costs, less Pay-As-You-Go Expenditures, in a Fiscal Year.

"**Base Special Tax**" means the Maximum Annual Special Tax Rate in the Base Year. This Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor - Base Special Tax in each Fiscal Year following the Base Year.

"**Base Year**" means the Fiscal Year beginning on July 1, 2003 and ending on June 30, 2004.

"**Board**" means the Board of Trustees of the District.

"**Bond(s)**" means bond(s) issued by the District under the Act for the CFDs.

"**Bond Indenture**" means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which the Bonds are issued.

"**Building Square Foot**" means the total square foot of the living area of a residential dwelling Unit within the exterior walls of the building, but not including garages, carports, common areas, walkways, overhangs, decks, patios, enclosed patios, or similar areas. The Building Square Foot will be determined by reference to City or County approved building permits.

"**CFD**" means the Western Placer Unified School District CFD No. 2.

"**County**" means the County of Placer, California.

"**County Assessor's Parcel**" means a lot or parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

"**Debt Service**" means the total amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds for the CFDs.

"**Developed Parcel**" means a Parcel in one of the following Parcel categories that has received from the City or County the applicable development approval for that Parcel category as follows:

Parcel Category	Development Approval
Single Family Residential	=> - Building Permit
Condominiums	=> - Building Permit
Duplexes and Halfplexes	=> - Building Permit
Multi-family units	=> - Building Permit
Mobile Homes	=> - Building Permit
Agricultural Residential Parcels	=> - Building Permit
Mixed Use	=> - Building Permit

A Taxable Parcel is subject to the Maximum Annual Special Tax for 30 years upon being classified as a Developed Parcel. The Maximum Annual Special Tax for a Developed Parcel shall increase by the Tax Escalation Factor – Developed Parcels, in each year following the Base Year.

"**Discount Rate**" means the blended "all in" true interest cost of all Outstanding Bonds, or if no Bonds have been issued, 7%.

"**District**" means the Western Placer Unified School District.

"**Final Map Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Final Subdivision Map**" means a recorded final subdivision map pursuant to the Subdivision Map Act designating individual single family residential Parcels.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Large Lot Parcel**" means any Parcel delineated on a Large Lot Subdivision Map which is intended for residential uses as defined under Developed Parcel.

"**Large Lot Subdivision Map**" means a recorded subdivision map delineating Parcels by land use. However, the Large Lot Subdivision Map does not delineate individual single family residential parcels. A Final Subdivision Map will delineate individual single family parcels.

"**Maximum Annual CFD Revenue**" means the total amount of revenue from all Taxable Parcels in a given Fiscal Year.

"**Maximum Annual Special Tax**" means the greatest amount of Special Tax that can be levied against a Taxable Parcel in a Fiscal Year. The Maximum Annual Special Tax is calculated using **Attachment 1**

"**Maximum Annual Special Tax Rate**" means an amount in a given Fiscal Year that is multiplied by the Building Square Foot for a Developed Parcel, per Unit for a Final Map Parcel, or per acre for a Large Lot Parcel and Undeveloped Parcel to derive the Maximum Annual Special Tax for a Taxable Parcel. **Attachment 1** shows the Base Special Tax. The Maximum Annual Special Tax Rate shall be increased in each Fiscal Year after the Base Year by the Tax Escalation Factor - Developed Parcels for Developed Parcels, and by the Tax Escalation Factor - Base Special Tax for all other Taxable Parcels.

"**Maximum Annual Special Tax Revenue**" is the greatest amount of revenue from levying the Maximum Annual Special Tax in a Fiscal Year on a group of Parcels, such as Developed Parcels.

"**Maximum Building Square Footage**" means the maximum amount of Building Square Feet that may be used to calculate the Maximum Annual Special Tax for a residential Unit. This amount is 2,200 Building Square Feet.

"**Outstanding Bonds**" means the total principal amount of Bonds that have been issued and not retired or defeased.

"**Parcel**" means any County Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

"**Pay-As-You-Go Expenditure**" means the use of annual Special Tax revenues that are not needed for Annual Costs (excluding Pay-As-You-Go Expenditures) to pay for Authorized Facilities to be constructed or acquired by the CFD.

"**Prepayment**" means the complete fulfillment of a Parcel's Special Tax obligation, as determined by following the procedures in **Section 7**.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets; schools, parks, public drainage ways, public landscaping, wetlands, greenbelts, and public open space.

"**Single Family Residential Parcel**" means a single family residential lot created by the recordation of a Final Subdivision Map.

"**Special Tax(es)**" mean(s) the special tax levied under the Act in the CFDs.

"**Superintendent**" means the Superintendent of the District.

"**Tax Collection Schedule**" means the document prepared by the District for the County Auditor to use in levying and collecting the Special Tax each Fiscal Year.

"**Tax Escalation Factor – Base Special Tax**" means a factor equal to the increase in the Engineering News Record – Construction Cost Index for the calendar year preceding the current Fiscal Year, or 7%, whichever is the lesser. The factor is used to increase the Maximum Annual Special Tax Rate as of July 1 of each year following the Base Year. If the Tax Escalation Factor – Base Special Tax is less than zero for a given Fiscal Year, then the Maximum Annual Special Tax Rate shall remain the same as the previous Fiscal Year.

"**Tax Escalation Factor – Developed Parcel**" means a factor of 2% that will be applied annually to the Maximum Annual Special Tax Rate for a Developed Parcel beginning the Fiscal Year following the initial assignment of the Maximum Annual Special Tax Rate to a Developed Parcel as a means of increasing the Maximum Annual Special Tax.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are:

(vii) Public Parcels,

(viii) Parcels zoned for agriculture with no residential improvements,

(ix) Parcels zoned for commercial or industrial use,

(x) Parcels used solely for recreation and/or open spaces uses, including but not limited to, golf courses and common open space Parcels,

(xi) Parcels that have been subject to the Special Tax as a Developed Parcel for 30 years, and

(xii) Parcels for which the Special Tax has been fully prepaid under **Section 7** hereof.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, a Final Map Parcel, or a Large Lot Parcel.

"**Unit(s)**" means an individual residential dwelling unit, or a Final Map Parcel. A Parcel may have more than one assigned Unit. Multi-family, tri-plex, and duplex residential uses will have more than one assigned Unit per Taxable Parcel. Single Family Residential Parcels and Final Map Parcels may have more than one assigned Unit. This may occur when a Final Map Parcel is created for which individual Assessor's Parcel Numbers have not yet been assigned to each Final Map Parcel created by a Final Subdivision Map.

3. Determination of Parcels Subject to Special Tax

The District shall prepare a list of the Parcels subject to the Special Tax. The District shall identify the Taxable Parcels from a list of all Parcels within the CFD boundary by excluding all Tax-Exempt Parcels.

4. Termination of the Special Tax

The Special Tax will be levied and collected for as long as needed to pay the principal and interest on debt and other costs incurred in order to construct the Authorized Facilities and to pay the Annual Costs. However, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2052-2053.

Subject to the above provisions, there is no limit on the number of years a Parcel can remain subject to the Special Tax as a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel, and the number of years a Parcel is subject to the Special Tax as a Final Map Parcel, Large Lot, or Undeveloped Parcel shall not affect the period of time that Parcel may be subject to the Special Tax as a Developed Parcel. However, after a

Parcel has paid the Special Tax as a Developed Parcel for 30 years, the Special Tax shall cease to be levied on that Parcel. The District shall then direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

When all Annual Costs incurred by the CFDs have been paid, the Special Tax shall cease to be levied. The District shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

5. Assignment of Maximum Annual Special Tax

In each Fiscal Year following the Base Year the Maximum Annual Special Tax Rate, as shown in **Attachment 1** for the CFD shall increase by the Tax Escalation Factor – Base Special Tax. The Maximum Annual Special Tax Rate for Developed Parcels shall increase by the Tax Escalation Factor – Developed Parcels.

A. Classification of Parcels. Each Fiscal Year, using the Definitions in **Section 2** above, the Parcel records of the County Assessor's Secured Tax Roll as of January 1, and other City or County development approval records as of June 30, the District shall cause the following:

3. Each Parcel to be classified as a Tax-Exempt Parcel or Taxable Parcel, and

4. Each Taxable Parcel to be classified as a Developed Parcel, Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

B. Initial Assignment of Maximum Annual Special Tax to Developed Parcels. A Taxable Parcel is subject to the Maximum Annual Special Tax as a Developed Parcel in the Fiscal Year following the issuance of a building permit. The Maximum Annual Special Tax Rate, adjusted for the Tax Escalation Factor – Base Special Tax, is multiplied by the Building Square Foot, not to exceed the Maximum Building Square Foot for each Unit, to derive the Maximum Annual Special Tax for a Developed Parcel.

1. Single Family Residential Parcels, Half-plexes, and Condominiums. The Maximum Annual Special Tax for a Single Family Residential Parcel, half-

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plexes, or condominiums is calculated for each Unit assigned to a Taxable Parcel.

2. Duplexes, Multi-family, Mobile Homes, and Mixed Uses. The Maximum Annual Special Tax for a duplexes, multi-family, mobile homes, and mixed uses is calculated for each Unit assigned to a Taxable Parcel. There may be more than one Unit assigned to a Parcel, however, the Maximum Annual Special Tax shall be calculated for each Unit, then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

C. Assignment of Maximum Annual Special Tax for Developed Parcels after Initial Assignment. In each Fiscal Year following the initial assignment of the Maximum Annual Special Tax to a Developed Parcel, the Maximum Annual Special Tax is calculated by multiplying the Maximum Annual Special Tax Rate, as adjusted by the Tax Escalation Factor – Developed Parcels, by the Building Square Foot of a Unit, not to exceed the Maximum Building Square Foot. If there is more than one Unit for a Taxable Parcel, the Maximum Annual Special Tax shall be calculated for each Unit, and then summed to determine the Maximum Annual Special Tax for the Parcel on which the Units are located.

D. Assignment of Maximum Annual Special Tax to Final Map Parcels. The Maximum Annual Special Tax is assigned each Fiscal Year to Final Map Parcels using **Attachment 1. Attachment 1**shows the Maximum Annual Special Tax Rate for Final Map Parcels for the Base Year of FY 2003-2004. The Maximum Annual Special Tax for Final Map Parcels is calculated by multiplying the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor – Base Special Tax for a given Fiscal Year by the approved Units assigned to the Parcel.

E. Assignment of the Back Up Special Tax. Final Map Parcels, Large Lot Parcel, and Undeveloped Parcels may be subject to a Back Up Special Tax. If the revenue from levying the Maximum Annual Special Tax on Developed Parcels and Final Map Parcels is not adequate to cover the Annual Costs, less Pay-As-You-Go Expenditures, in any Fiscal Year, a Back Up Special Tax may be levied on Final Map Parcels, Large Lot Parcels, and Undeveloped Parcels. The Back Up Special Tax is calculated using **Attachment 1**

F. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is converted to a Taxable Parcel, it shall become subject to the Special Tax. The Maximum Annual Special Tax for each such Parcel shall be determined using the definitions in **Section 2**and the steps in **Section 5**

G. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the

applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a school site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the District.

6. Setting the Annual Special Tax Rate for Taxable Parcels

The tax rate shall be established annually by the Board. The annual Special Tax rate shall be established using the following:

A. Compute the Annual Costs, less Pay-As-You-Go Expenditures, using the definition of Annual Costs in **Section 2**

B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 1: Compute 100% of the Maximum Annual Special Tax for all Developed Parcels and Final Map Parcels.

Step 2: Compare the Annual Costs, less Pay-As-You-Go Expenditures, with the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels calculated in the previous step.

Step 3: If the Annual Costs are less than the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels, Annual Costs are increased for Pay-As-You-Go Expenditures until Annual Costs are just equal to the sum of the Maximum Annual Special Tax Revenue for Developed Parcels and Final Map Parcels.

Step 4: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, levy a Back Up Special Tax proportionately on each Final Map Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Final Map Parcels.

Step 5: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed

Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels, levy a Back Up Special Tax proportionately on each Large Lot Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Large Lot Parcels.

Step 6: If the Annual Costs, less Pay-As-You-Go Expenditures, are greater than the Maximum Annual Special Tax Revenue from Developed Parcels and Final Map Parcels, and the levy of the Back Up Special Tax on Final Map Parcels and Large Lot Parcels, levy a Back Up Special Tax proportionately on each Undeveloped Parcel to an amount equal to the amount of Annual Costs, less Pay-As-You-Go Expenditures, or until 100% of the Back Up Special Tax is reached for such Undeveloped Parcels.

C. Levy on each Taxable Parcel the amount calculated above.

D. Prepare the Tax Collection Schedule, unless an alternative method of collection has been selected pursuant to **Section 9**to be discussed, and send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The District shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and the assignment of the Special Tax to the Parcels.

As development and subdivision of the CFD land uses take place, the District will maintain a file, available for public inspection, of each current County Assessor's Parcel Number within the CFD, its Maximum Annual Special Tax, and the Maximum Annual CFD Revenues for all Parcels within the CFD. This record shall show the calculation of the assigned Maximum Annual Special Tax to each Taxable Parcel.

7. Prepayment of Special Tax Obligation

A property owner may permanently satisfy the Special Tax on a Parcel by prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Prepayment is based on the Prepayment for a Developed Parcel - even if the prepaying Parcel is a Final Map Parcel, Large Lot Parcel, or Undeveloped Parcel.

- The District determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.

- The landowner prepaying the Special Tax obligation on a Parcel has paid any delinquent Special Tax and penalties on that Parcel prior to Prepayment.

The Prepayment amount shall be established by following the steps below.

FULL PREPAYMENT

The full Prepayment of the Special Tax obligation is determined by calculating the present value of the revenue stream which is the sum of the Maximum Annual Special Tax revenues for the period that a Developed Parcel is obligated to pay. The Maximum Annual Special Tax is increased by the Tax Escalation Factor in each Fiscal Year after the Base Year.

The calculation of the present value of the Special Tax obligation revenue stream is done using the formula below:

$$PV = \text{sum of revenue stream}/(1+i)^n$$

Where:

PV = Present value of Special Tax revenue stream
i = Is the Discount Rate
n = Number of Fiscal Years remaining to pay the Developed Parcel Maximum Annual Special Tax

The Calculation of the Prepayment Amount:

1. Using the Definitions in **Section 2** and the steps in **Section 5** assign the Maximum Annual Special Tax for the Fiscal Year following the current Fiscal Year to the prepaying Parcel. If the Parcel is not a Developed Parcel, calculate the Maximum Annual Special Tax as if the Parcel is a Developed Parcel.

2. Determine the remaining number of years ("n") that the prepaying Parcel must pay the Maximum Annual Special Tax at the Developed Parcel rate. Subtract the number of years the prepaying Parcel has paid the Maximum Annual Special Tax at the Developed Parcel rate, including the current Fiscal Year if appropriate, from 30 to derive "n". If the Parcel is currently not classified as a Developed Parcel for the current Fiscal Year, then the number of years remaining is 30 ("n" = 30).

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3. Using the Maximum Annual Special Tax in **Step 1** above, increase the Maximum Annual Special Tax by the Tax Escalation Factor for "n" years, as calculated in **Step 2**

4. Sum the revenue stream calculated in **Step 3** This is the "sum of revenue stream".

5. Using the Discount Rate ("i"), calculate the present value of the "sum of revenue stream" using the present value formula above.

6. Add to the present value any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to first call date on the Bonds, and expenses incurred by the District in connection with the prepayment calculation or the application of the proceeds of the Prepayment. This amount is the Prepayment of the Special Tax obligation

8. Appeals

The Superintendent or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax as to that Parcel. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the levy of the Special Tax as to that Parcel shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Board for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

9. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the Board or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligations.

4.10.48

Attachment 1
Western Placer Unified School District
Community Facilities District No. 2
Calculation of the Maximum Annual Special Tax - Base Year of FY 2003-2004 [1]

Tax Category	Maximum Annual Special Tax Rate Base Year [2]		Taxable Unit [3]			
Developed Parcels [4]						
Single Family Residential	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Duplex/Halfplex Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Multi-family Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mobile Home Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Mixed Use Parcels	$0.3006	X	Building Square Foot	=	Maximum Annual Special Tax	Per Unit
Commercial/Industrial [5]	*Tax-exempt*				*Tax-exempt*	
Final Map Parcels [6]	$300.60	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Back Up Special Tax						
Final Map Parcels	$150.30	X	Per Unit	=	Maximum Annual Special Tax	Per Parcel
Large Lot Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel
Undeveloped Parcels	$1,200.00	X	Per Acre	=	Maximum Annual Special Tax	Per Parcel

"attachment_1"

[1] The Maximum Annual Special Tax Rate will be increased each Fiscal Year after the Base Year by the Tax Escalation Factor - Base Tax Rate.

[2] The Maximum Annual Special Tax Rate is multiplied by the Taxable Unit to derive the Maximum Annual Special Tax for a Unit or a Parcel.

[3] The Maximum Annual Special Tax Rate per square foot is based on the Building Square Foot of the residential structure. For multi-family residential Units, common areas would be excluded from the calculation of the Maximum Annual Special Tax for each Unit. The Building Square Foot is limited to the Maximum Building Square Foot for the purposes of calculating the Maximum Annual Special for any Unit. A Developed Parcel may have multiple Units assigned to it. The Maximum Annual Special Tax for a Developed Parcel is calculated by summing the Maximum Annual Special Tax of each Unit assigned to the Developed Parcel.

[4] Developed Parcels are initially assigned the Maximum Annual Special Tax Rate at the issuance of a building permit. The Maximum Annual Special Tax is calculated by multiplying the Building Square Foot of the residential Unit by the Maximum Annual Special Tax Rate, as increased by the Tax Escalation Factor - Base Special Tax for the Fiscal Year. The Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor - Developed Parcels in each Fiscal Year after the Fiscal Year in which the Parcel is initially assigned the Maximum Annual Special Tax as a Developed Parcel. A Developed Parcel is subject to the Maximum Annual Special Tax for 30 years.

[5] Non-residential uses are not subject to the Special Tax.

[6] Final Map Parcels are assigned a Maximum Annual Special Tax Rate of $300.60 per Unit to the Taxable Parcel.

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EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Western Placer Unified School District
1400 First Street
Lincoln, CA 95648
Attention: Superintendent

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on the date shown below by and between the Western Placer Unified School District (the "District") and LB/L-Suncal Lincoln Crossing LLC (the "Landowner"). The District and the Landowner have entered into an unrecorded Memorandum of Understanding (the "MOU") dated as of _____, 2003, relating to the property described below for the purposes described in the Recitals of the MOU.

This Memorandum of Agreement has been prepared for the purpose of recordation and in no way modifies the rights and obligations of the parties, which are fully set forth in the MOU.

Copies of the MOU are in the possession of the District at its offices at 810 J Street, Lincoln, CA 95677.

IN WITNESS WHEREOF this Memorandum of Agreement has been executed by the parties as of the day and year shown below.

Date: _____, 2003

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Roger R. Yohe, Superintendent

Date: _____, 2003

LB/L-SUNCAL LINCOLN CROSSING LLC,
a Delaware limited liability company

By: SCC Master, LLC, a Delaware limited liability company, Its Member

By: _____
Name: Bruce Elieff
Title: Managing Member

By: LBREP Lakeside Lincoln Crossing LLC, a Delaware limited liability company, Its Member

By: _____
Name: _____
Title: _____

4.10.98

LEGAL DESCRIPTION OF REAL PROPERTY

Real property located in Placer County, California, described as follows:

Being all of that certain property described as "Resultant Parcel 1" as shown in the lot line adjustment recorded in document number 2001-0066773 and "Resultant Parcel 2" and "Resultant Parcel 3" as shown in the lot line adjustment recorded in document number 2001-0072790, Official Records of Placer County and lying within portions of Sections 15, 16, 21, 22, 27, 28 and 29 of Township 12 North, Range 6 East, Mount Diablo Meridian, within the City of Lincoln, Placer County, California, described as follows:

Commencing at the West One Quarter Corner of Section 21 of said Township and Range as monumented with a 2-½" Brass Cap, stamped LS 3723; thence from the **TRUE POINT OF BEGINNING**; North 89°18'12" East, a distance of 1,757.71 feet; thence North 00°27'21" West, a distance of 2,642.74 feet; thence North 89°11'50" East, a distance of 2,829.97 feet; thence North 00°30'55" West, a distance of 379.05 feet; thence North 88°52'06" East, a distance of 671.83 feet; thence South 00°30'55" East, a distance of 3.11 feet; thence North 88°10'16" East, a distance of 457.83 feet; thence South 00°02'32" East, a distance of 107.00 feet; thence North 89°32'29" East, a distance of 208.00 feet; thence North 00°02'32" West, a distance of 126.65 feet; thence North 89°32'29" East, a distance of 938.21 feet; thence South 00°27'31" East, a distance of 134.36 feet; thence North 89°42'48" East, a distance of 150.11 feet; thence North 89°28'58" East, a distance of 698.10 feet; thence South 17°31'07" West, a distance of 1,380.48 feet; thence North 75°54'54" West, a distance of 50.09 feet; thence North 72°28'53" West, a distance of 97.63 feet to a point of curve to the left having a radius of 1,542.00 feet and a central angle of 09°46'56"; thence westerly along the arc a distance of 263.27 feet; thence South 07°44'11" West, a distance of 84.00 feet to the point of a non tangent curve to the right, of which the radius point lies South 07°44'11" West, a radial distance of 1,458.00 feet; thence easterly along the arc, through a central angle of 09°46'56", a distance of 248.93 feet; thence South 72°28'53" East, a distance of 147.63 feet; thence South 17°31'07" West, a distance of 1,604.45 feet; thence South 89°24'19" West, a distance of 52.61 feet; thence South 17°31'07" West, a distance of 2,796.16 feet; thence North 89°27'35" East, a distance of 52.59 feet; thence South 17°31'07" West, a distance of 4,196.03 feet; thence South 89°27'06" West, a distance of 3,281.73 feet; thence North 00°33'51" West, a distance of 1,322.98 feet; thence South 89°36'34" West, a distance of 1,327.44 feet; thence South 89°31'20" West, a distance of 781.83 feet; thence North 00°27'56" West, a distance of 2,651.45 feet; thence North 89°27'39" East, a distance of 778.66 feet; thence North 00°14'44" West, a distance of 34.00 feet; thence North 89°20'31" East, a distance of 1,340.60 feet; thence South 00°14'44" East, a distance of 34.00 feet; thence North 89°20'31" East, a distance of 1,309.15 feet; thence North 00°31'46" West, a distance of 1,365.44 feet; thence South 89°28'14" West, a distance of 30.00 feet; thence North 00°31'46" West, a distance of 120.00 feet; thence South 89°28'14" West, a distance of 10.00 feet; thence North 00°31'46" West, a distance of 1,129.92 feet; thence South 89°18'12" West, a distance of 2,596.80 feet; thence North 00°14'44" West, a distance of 40.00 feet to the POINT OF BEGINNING.
Containing 1,069.44 acres, more or less.

END OF DESCRIPTION.

4.10.99

State of California)
) ss
County of Placer)

On _____, 2003, before me, the undersigned, a Notary Public in and for the State of California, personally appeared **ROGER R. YOHE**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____ **[S E A L]**

****

State of California)
) ss
County of _____)

On _____, 2003, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____ **[S E A L]**

4.10.60

State of California)
) ss
County of _____)

On _____, 2003, before me, the undersigned, a Notary Public in and for the State of California, personally appeared **BRUCE ELIEFF**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____ **[S E A L]**

4.10.51

EXHIBIT D

PETITION AND WAIVER

Petition and Waiver of Owner of Property Proposed to be Formed into the Western Placer Unified School District Community Facilities District No. 2 Regarding Certain Time Limits and Procedural Requirements with Respect to a Special Landowner Election

To: Western Placer Unified School District
1400 First Street
Lincoln, CA 95648
Attention: Superintendent

Pursuant to Government Code Sections 53326(a) and 53327(b), which allow any time limit or requirement pertaining to the conduct of a landowner election held under the authority of the Mello-Roos Community Facilities District Act of 1982, Government Code Sections 53311-53365.7 (the "Mello-Roos Act"), to be waived with the unanimous consent of the qualified electors, the undersigned landowner ("Landowner") hereby declares as follows:

1. Landowner is the owner of the real property described below by Placer County assessor's parcel number (the "real property"), which is proposed to be included within the boundaries of a community facilities district to be formed by the Western Placer Unified School District, and called the Western Placer Unified School District Community Facilities District No. 2 ("CFD No. 2"). Landowner acknowledges that a special landowner election will be called within CFD No. 2 to approve the proposal to establish CFD No. 2 and to levy a special tax on the real property therein. Landowner has had sufficient time to consider and reflect on Landowner's choice in the election.

2. Landowner expressly waives the time limits specified by Government Code Section 53326, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election.

3. Landowner expressly waives the requirement contained in Government Code Section 53327 of preparation and delivery to Landowner of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election.

4. Landowner expressly waives any notice requirements relating to the special election, whether contained in the Government Code, Elections Code, Education Code or elsewhere, including any notice provided by the filing of an amended boundary map of CFD No. 2 in accordance with Streets & Highways Code Section 3113 or 3117.5.

5. Landowner expressly waives any and all claims based on, and hereby consents to, any error, irregularity, or departure from the provisions of the Mello-Roos Community Facilities

4.10.52

District Act of 1982, Government Code Sections 53311-53365.7, and any and all laws incorporated therein, and acknowledges that the formation of CFD No. 2 and the levy of the special tax, the establishment of the appropriations limit, and the incurrence of the bonded indebtedness as authorized by the special election held on May 6, 2003, are valid and shall not be affected by any such error, irregularity, or departure.

Date: _____, 2003

LB/L-SUNCAL LINCOLN CROSSING LLC,
a Delaware limited liability company

By: SCC Master, LLC, a Delaware limited liability company, Its Member

By: _____
Name: Bruce Elieff
Title: Managing Member

By: LBREP Lakeside Lincoln Crossing LLC, a Delaware limited liability company, Its Member

By: _____
Name: _____
Title: _____

Real property:

Property:
APN Nos.

4.10.53

CERTIFICATION

I, Roger R. Yohe, Secretary 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 April 1, 2003, of which meeting all the members of the Board had due notice and 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 twenty-four (24) hours before the meeting at the Administration Office of the District office 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.

_____
Secretary, Board of Trustees
Western Placer Unified School District

4.10.54

REPORTS

AND

COMMUNICATION

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Program Focus Issue: Healthy Kids And Community Advisory Meeting

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
April 1, 2003

BACKGROUND:

As discussed at prior meetings, the last Community Advisory Meeting focused on actions concerning the Healthy Kids survey. Survey results were shared with the group and actions brainstormed on drug use, safety, parents, and global issues. The report will include the result of these groups and a prioritized list all participants contributed to.

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

6.5.2

Healthy Kids Survey
Breakout Groups
March 12, 2003

Alcohol, Tobacco, and Other Drug Use

What We Know	What We Need To Know	Possible Solutions
• Kids know drugs are harmful but are willing to take the risk • Drug use increasing • Available – easy to get at home • Parent usage	• Ethnicity • Visible sign of use • Additional questions for Healthy Kids Survey i.e. chewing tobacco and other new drugs	• Laminated info card on where to get or reach help • Peer to peer testimony • Teach parents to "touch base" • Parent educated on signs to look for drug use

Violence and Safety

What We Know	What We Need To Know	Possible Solutions
• Bullying and fighting are a problem at GEMS = suspensions (threatening) and injuries • 50% of violence at GEMS is girls-group harassment and threatening • We feel a lot of people who needed to take survey didn't • Increase of bullying/harassment	• Like to know gender specific statistics on violence • SMART outcomes addresses kids feeling safe at home – the Healthy Kids Survey does school and neighborhood • Like to know about sexual harassment and identification of bullying – verbal bullying threats	• Interns – develop groups to help empower victims - what to do, give choices • GEMS – Safe School Ambassadors • TIPS – meeting for parents and kids on bullying • Bring bully prevention programs to elementary schools – early prevention • Training of school support staff – better supervision and intervention measures by staff / adults

6.5.21

Parents

What We Know	What We Need To Know	Possible Solutions
• 100 % do not get permission • A lot of parents deny what takes place • Parents do not get results of survey unless actually seeking it out • Parent lack trust with schools because of previous experiences • Lack of interest by parents	• Why aren't parents giving permission? • Lack of teacher support. What information is given to teachers about survey? • When parents given information, what is done next with the results?	• Let teachers know that survey is possible source of funding • Send permission slip at the beginning of the year with packets that go home • Should send permission slip right before administering the test • If kids take permission slips home - have incentive to bring back • Parents need a narrative which includes who sampled, how many sampled, and results that are easily understood

Global

What We Know	What We Need To Know	Possible Solutions
• Kids engage in inappropriate behaviors • Survey reflective of results from other areas • Unit on justice delivered to high school • After school is when this happens • Ethnic balance has an impact • Stuff happens at the creek	• What would they rather do? • What are the students' strengths? • What do they care about? • What is the role of private organizations - church, business, etc.? • What can the students come up with as an alternative? • Impact of Galleria on activity • Casino impact	• Justice Unit to middle school • As a group of kids for solutions • Need another place to go • Church drop in center focused on art • High school student staffed center with activities • Article in newspaper • Safe place to hang out

G.S.R.D.

Possible Solutions Ranked

Possible Solutions Recognized	Votes
• Peer to peer testimonials	15
• Ask a group of kids for solutions	14
• Bring bully prevention to the elementary schools – early prevention	14
• Parents need a narrative which includes who sampled, how many sampled, and results that are easily understood	11
• Safe place to hang out	9
• Training of school support staff – better supervision and intervention measures by staff / adults	9
• Laminated info card on where to get or reach help	7
• Teach parents to "touch base"	4
• Send permission slip at the beginning of the year with packets that go home	3
• Justice Unit to middle school	2
• Interns – develop groups to help empower victims - what to do, give choices	2
• Mail out permission for the survey with self-returned stamp	1
• GEMS – Safe School Ambassadors	1
• Parent educated on signs to look for drug use	1

6.5.2 C

INFORMATION

DISCUSSION

ACTION ITEMS

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE/DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students. 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:
Adoption of revised BP/AR 6162.52
"High School Exit Exam"

AGENDA ITEM AREA:
Discussion Action

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
April 1, 2003

BACKGROUND:

Information will be shared, and a request forwarded for adoption of BP/AR 6162.52. This policy and regulation transfers the right to waive the Exit Exam as a condition of high school graduation from the State Board of Education to the local school Board in special circumstances for those that have modifications through a 504 plan or Individualized Education Plan (IEP). Other minor revisions are requested based on new law.

SUPERINTENDENT'S RECOMMENDATION:
Administration recommends approval of the revisions.

INSTRUCTION

High School Exit Examination

***NOTE: The following policy is for use by districts that maintain one or more high schools. Education Code 60850-60859 establishes a high school exit examination (hereinafter the "exam") in English/Language Arts and Mathematics as a condition for high school graduation. By 2003-04 all students completing grade 12 must successfully have passed the exam in order to receive a high school diploma. See BP/AR 6146.1 – High School Graduation Requirements. ***

*** NOTE: AB 1609 (Ch. 716, Statutes of 2001) added Education Code 60857 and 60859 which require the State Board of Education to contract for an independent study of the exam and to use the study to determine, on or before August 1, 2003, whether to delay requiring the class of 2004 to pass the exam in order to receive a diploma. ***

The Governing Board desires to ensure that district students who graduate from high school can demonstrate grade-level competency in reading, writing and mathematics and are given the opportunity to learn the subjects covered in the high school exit examination. (Hereinafter the "exam")

The Superintendent or designee shall ensure that district programs and services, including but not limited to instructional materials, staff development and remediation programs, are aligned with the exam.

The Superintendent or designee shall ~~administer the statewide exit~~ examination as required by law for high school graduation. (Education Code 60850)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.5 - Student Assessment)
(cf. 6162.54 - Test Integrity/Test Preparation)

The Superintendent or designee shall ensure that English language learners are evaluated to determine if they possess sufficient English language skills at the time of the exam to be assessed with the test. (5 CCR 1217.5)

If a student does not possess sufficient English language skills to be assessed on the exam, the Superintendent or designee may defer the exam requirement for a period of up to 24 calendar months of enrollment in the California public school system until the student has completed six months of instruction in reading, writing and comprehension in the English language. (Education Code 60852)

7.1.1

High School Exit Exam

Students who do not pass the examination shall be provided sufficient remediation necessary to learn the content of the exam in those areas where they are deficient.

(cf. 6179 - Supplemental Instruction)

Waiver of California High School Exit Examination (CAHSEE) for Students with a Disability

At the request of a parent or guardian, a school principal shall submit a request for a waiver of the requirement to successfully pass the high school exit examination to the governing board for a student with a disability who has taken the high school exit examination with modifications that alter what the test measures and has received the equivalent of a passing score on one or both subject matter parts of the examination.

The board may waive the requirement to successfully pass one or both subject matter parts of the high school exit examination for a student with a disability if the principal certifies to the board that the student has all of the following:

(1) An individualized education program (IEP) or Section 504 plan in place that requires the accommodations or modifications to be provided to the pupil when taking the high school exit examination.

(2) Sufficient high school level coursework either satisfactorily completed or in progress in a high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the high school exit examination.

(3) An individual score report for the student showing that the student has received the equivalent of a passing score on the high school exit examination while using a modification that fundamentally alters what the high school exit examination measures as determined by the State Board of Education.

A "modification" is defined as any variation in the assessment environment or process that fundamentally alters what the test measures or affects the comparability of scores.

Legal Reference:

EDUCATION CODE
60850 (O((5) Definition of modification
60851 (c) Waiver of the high school exit examination

7.1.12

High School Exit Exam

Legal Reference:
EDUCATION CODE
51041 Evaluation of educational program
56101 Waiver of code or regulation
60810 Assessment of language development
60850-60856 Exit examination
CODE OF REGULATIONS, TITLE 5
1200-1220 High School Exit Examination, as proposed February 13, 2001
COURT DECISIONS
Chapman v California Department of Education, (2002, Northern. Dist. Of CA) No. C-01-1780 CRB
Management Resources:
CSBA ADVISORIES
0306.01 California Assessment Update
STATE BOARD OF EDUCATION POLICY
#01-07 California High School Exit Examination: Waiver of Test Passage for Specific Special Education Students, December 2001
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators and Policy-Makers, December 2000
WEB SITES
CDE: http://www.cde.ca.gov
CSBA: http://www.csba.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/offices/OCR

Adopted: 9/18/01
Revised: 11/19/02

7.1.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 6162.52(a)

INSTRUCTION

High School Exit Examination

~~Administration~~

Each student in grade 10 shall take the high school exit examination (hereinafter the "exam") only at the spring administration, and may take the exam at each subsequent administration, until each section of the exam has been passed. (5 CCR 1204~~, as proposed 2/13/01~~)

The Superintendent or designee shall administer the ~~state's high school exit~~ examination in each high school in the district on the dates designated by the Superintendent of Public Instruction as examination days or make-up days. (Education Code 60851)

School personnel at the test site shall be responsible for the accurate identification of eligible students who are to be administered the ~~high school exit~~ exam. This identification shall be made through the use of photo identification, positive recognition by the test administrator, or some equivalent means of identification. (5 CCR 1203~~, as proposed 2/13/01~~)

All students may have additional time to complete the examination~~n~~, within the limits imposed by test security. (5 CCR 1211, 1215)

The results of the examination~~n~~ shall be provided to each student taking the examination~~n~~ within eight weeks of the administration and in time for the student to retake at the next administration any section of the examination~~n~~ not passed. Students shall take again only those parts of the examination~~n~~ not previously passed. (Education Code 60851)

Any student found to have cheated, assisted others in cheating, or compromised the security of the ~~high school exit~~ exam shall have his/her test marked "invalid" and not receive a score from that test administration. (5 CCR 1220, ~~as proposed 2/13/01~~)

(cf. 5131.9 - Academic Honesty)
(cf. 6162.54 - Test Integrity/Test Preparation)

1.1.4

INSTRUCTION

High School Exit Examination

Accommodations for Students with Disabilities and English Language Learners

A student shall be permitted to take the exam with any accommodations or modifications provided for the high school exit examination in his/her IEP or 504 plan. If a student's IEP or 504 plan does not address the exam specifically, the student shall be permitted to take the exam with any accommodations or modifications provided for standardized testing in his/her IEP or 504 plan. If a student's IEP or 504 plan does not address either the exam or standardized testing, the student shall be permitted to take the exam with any accommodations or modifications provided for general classroom testing in his/her IEP or 504 plan.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

Accommodations include, but are not limited to:

1. Presentation accommodations: Large print versions; test items enlarged through mechanical or electronic means; Braille transcriptions provided by the test publisher or a designee; markers, masks, or other means to maintain visual attention to the test or test items; reduced numbers of items per page; audio presentations on the math portion of the test, provided that an audio presentation is the student's only means of accessing written material

2. Response accommodations

a. Verbal, written, or signed responses; responses made with mechanical or electronic assistance as long as the mechanical or electronic device is used solely to record the student's response to the format required by the exam.. ~~If a person is required to transcribe the student's responses to the format required by the exam~~, the transcriber shall be a district employee who has signed the Test Security Affidavit.

b. Assistive devices and technologies that are regularly used during testing provided that no technology or assistive device may be used that fundamentally alters what the test measures.

7.1.5

INSTRUCTION

High School Exit Examination

3. Scheduling accommodations: More frequent breaks during the regularly scheduled test session; multiple sessions, provided that a student does not have access to test items that will be presented in the future session(s)

4. Setting accommodations: Special or adaptive furniture; special lighting or acoustics; an individual carrel or study enclosure; a separate room provided that the student is directly supervised by school personnel who have signed the Test Security Affidavit

Accommodations for English Language Learners

English language learners may be allowed accommodations on the exam that are necessary and appropriate to afford access to the test consistent with federal law, as long as the accommodations do not fundamentally alter what the exam is designed to measure, including additional time as provided for all students in 5 CCR 1215. (5 CCR 1216, 1217.5)

District and Test Site Coordinators

On or before July 1 of each school year, the Superintendent shall designate ~~a district high school exit~~ an exam coordinator from among district employees and shall notify the publisher of the identity and contact information of the coordinator. The district coordinator, or Superintendent or designee, shall be available throughout the year and shall serve as the liaison between the district and the California Department of Education for all matters related to the exit exam. (5 CCR 1209)

Annually, the Superintendent shall designate a test site coordinator for each test site including but not limited to each charter school, court school and school or program operated by the district from among district employees. (5 CCR 1210.

Test site coordinators shall ensure that strict supervision is maintained over each student taking the exam, both while the student is in the testing room and during any period the student is granted a break from testing. Access to exam materials is limited to students taking the exam for the purpose of graduating and employees of the district directly responsible for test administration. (5 CCR 1211, ~~as proposed 2/13/01)~~

9.1.6

INSTRUCTION

High School Exit Examination

~~Within three working days of completion of site testing, the principal and test site coordinator shall certify to the district coordinator items #1-3 below, as appropriate. Within seven working days of completion of district testing, the Superintendent and district coordinator shall certify to the California Department of Education items #1-3 below, as appropriate. These certifications shall state that: (5 CCR 1209, 1210, as proposed 2/13/01):~~

~~1. The test site/district has maintained the security and integrity of the exam~~

~~2. The site coordinator/district coordinator has collected all data and information, as required~~

~~3. The site coordinator/district coordinator has returned all test materials, answer documents and other materials included as part of the test in the manner required by the publisher~~

~~All coordinators shall sign the Test Security Agreement and Affidavit pursuant to 5 CCR 1211. (5 CCR 1211, as proposed 2/13/01)~~

Records

The Superintendent or designee shall maintain a record of all students who participate in each test cycle of the ~~high school exit~~ exam~~ination~~. This record shall include the following information for (1) the English language arts section and (2) the mathematics section for each test cycle: (5 CCR 1205, ~~as proposed 2/13/01)~~

1. The date on which each section of the examination was offered

2. The names of each student who took each section of the exam~~ination~~

3. The grade level of each student who took each section of the exam~~ination~~

4. Whether each student passed or did not pass the section or sections of the exam~~ination~~ taken

(cf. 3580 - District Records)

7.1.1

High School Exit Examination

The Superintendent or designee shall maintain the following information in each student's permanent record and shall ensure that the information is entered prior to the subsequent test cycle: (5 CCR 1206~~, as proposed 2/13/01~~)

1. The date on which the student took each section of the exam~~ination~~

2. Whether the student passed or did not pass each section of the exam~~ination~~

(cf. 5125 - Student Records)

~~For the purposes of the analyses required pursuant to Education Code 60855, the Superintendent shall provide the publisher of the high school exit examination information as specified in 5 CCR 1207. (5 CCR 1207, as proposed 2/13/01)~~

Notifications

At the beginning of each school year, the Board shall provide written notification to all students in grades 9 through 12 and to their parents/guardians that, starting in the 2003-04 school year and each year thereafter, each student completing the 12th grade shall be required to successfully pass the ~~state high school exit~~ exam~~ination~~ as a condition of graduation. Such notification shall also be provided to a student who transfers into the district after the beginning of the school year at the time of the student's transfer. The notification shall include, at a minimum, the date of the exam~~ination~~, the requirements for passing the examination, and the consequences of not passing the exam~~ination~~. The Superintendent or designee shall maintain documentation that the parent/guardian of each student has received this written notification. (Education Code 48980, 60850; 5 CCR 1208, ~~as proposed 2/13/01~~)

(cf. 5145.6 - Parental Notifications)
(cf. 6146.1 - High School Graduation Requirements)

Prior to the administration of the ~~high school exit~~ exam~~ination~~, the Superintendent or designee shall notify each eligible student of the provisions of 5 CCR 1220 relative to cheating. (5 CCR 1220~~, as proposed 2/13/01~~)

M.I.S

High School Exit Examination

Waiver of California High School Exit Examination (CAHSEE) for Students with a Disability

The school principal making the waiver request shall complete the following form and submit the supporting documentation:

1. CAHSEE Waiver Cover Sheet: *Information* on the Specific Student with a Disability

2. The Individualized Education Program (IEP) or Section 504 Plan reviewed and approved by the student's IEP or *504* team dated prior to the exam that indicates all the accommodations and/or modifications that the student needs to access and participate in statewide assessments.

3. A certified transcript showing sufficient high school level course work either satisfactorily completed or in progress in a high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the high school exit examination.

4. A copy of the CAHSEE Student and Parent Report showing "equivalent of a passing score."

The waiver may only be granted after the examination has been taken and the student has satisfied the above criteria.

1.1.9

CAHSEE Waiver Cover Sheet: Information on the Specific Student with a Disability

Student Identification Number:	

1. Describe the nature of the student's disability as identified on the IEP or Section 504 Plan (If the uniqueness or specificity of the disability would cause the student to be identified, leave this section blank)

2. Modification Used on: ☐ ELA Test ☐ Math Test

Describe modification(s) used on the ELA test.	Describe modification(s) used on the Math test.

3. List the rationale as to why the modifi~ation(s) used to achieve the equivalent passing score on the CAHSEE was necessary to allow the student to access the test.

4. Give a description of the accommodations/modifications that the student regularly uses in the classroom and on other assessments.

ELA	Math

5. Summarize the student's academic preparation and performance that demonstrates high school level achievement. This summary should be limited to course descriptions and information in the subject area(s) of ELA and/or Math, depending on the waiver being requested for the student.

I, certify that the student attained the equivalent of a passing score upon completing the English language arts and/or mathematics sections of the CAHSEE using a modification that has been determined to "fundamentally alter what the test measures." (Attach copy of the student's CAHSEE score report.) "Equivalent of a passing score" (350 or more points): ☐ ELA ☐ Math

Certified:	Title:	Date:
>	>	>

Attach to this cover sheet the following:

1. An IEP or Section 504 Plan (PLEASE BLACK OUT STUDENT AND PARENT NAMES AND INSERT STUDENT IDENTIFICATION NUMBER) reviewed and approved by the student's IEP team and parent dated prior to the exam, that indicates all of the accommodations andlor mOdifications that the student needs to access and participate in statewide assessments; and
2. 2. A certified transcript (PLEASE BLACK OUT STUDENT'S NAME AND INSERT STUDENT IDENTIFICATION NUMBER) showing sufficient high school level coursework (either satisfactorily completed or in progress) in a high-school level curriculum sufficient to have gained the skills and knowledge otherwise needed to pass the CAHSEE; and
3. A copy of the CAHSEE Student and Parent Report (PLEASE BLACK OUT STUDENT'S NAME AND INSERT STUDENT IDENTIFICATION NUMBER) showing "equivalent of a passing score."

7.1.10

Instructions for Completing the CAHSEE Waiver Cover Sheet

Student Identification Number: To maintain confidentiality, use the student's identification number only.

1. Describe the nature of the student's disability as identified on the IEP or Section 504 Plan. If the uniqueness or specificity of the disability would cause the student to be identified, leave this section blank.

2. Check whether a modification was used on the ELA test or Math test or both and then describe the modifications used on either or both portions of the CAHSEE.

3. Give the rationale as to why the modification(s) used to achieve the equivalent passing score on the CAHSEE was necessary to allow the student to access the exam.

4. Give a description of the accommodations/modifications the student uses regularly in the classroom and on other assessments.

5. Summarize the student's academic preparation and performance that demonstrates high school level achievement, including a description of the course work, in the subject areas tested by the CAHSEE. This summary may be limited to a description and information regarding course work in the subject area for which the waiver is requested (i.e., English Language Arts or Mathematics).

Sign the form to certify that the student has achieved the equivalent of a passing score using the modifications described in the form.

Instructions for Submission of Supporting Documentation

Submit all of the following supporting documentation:

1. The IEP or Section 504 Plan reviewed and approved by the student's IEP team and parent and dated prior to the exam that indicates all of the accommodations and/or modifications that the student needs to access and participate in statewide assessments. PLEASE BLACK OUT STUDENT AND PARENT LAST NAME AND INSERT STUDENT IDENTIFICATION NUMBER.

2. A certified transcript showing sufficient high school level course work either satisfactorily completed or in progress in a high school level curriculum sufficient to have gained the skills and knowledge otherwise needed to pass the CAHSEE. PLEASE BLACK OUT STUDENT AND PARENT LAST NAME AND INSERT STUDENT IDENTIFICATION NUMBER.

4.1.11

3. A copy of the CARSEE Student and Parent Report showing the "equivalent of a passing score." PLEASE BLACK OUT STUDENT AND PARENT LAST NAME AND INSERT STUDENT IDENTIFICATION NUMBER.

Adopted: 9/18/01
Revised: 11/19/02

Q:6000(b)\ar6162.52

7.1.12

WPUSD

CORPORATION

MEETING

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION
BOARD OF DIRECTORS 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 02/03.01 Authorizing and Directing The Form and Authorizing Execution of an Amendment To the Trust Agreement Relating to the Certificates of Participation for the District's 2001 Land Acquisition Program, and Authorizing and Directing Certain Actions With Respect Thereto.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Treasurer

ENCLOSURES:

Yes

BOARD MEETING DATE:

April 01, 2003

BACKGROUND:

The attached resolution authorizes an amendment to the Trustee Agreement that corrects the purchase process for land acquisition.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Directors approve Resolution 02/03.01 authorizing and directing the form and authorizing execution of an amendment to the Trust Agreement relating to the Certificates of Participation for the District's 2001 Land Acquisition Program, and authorizing and directing certain actions with respect thereto.

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

RESOLUTION NO. 02/03.01

RESOLUTION AUTHORIZING AND DIRECTING THE FORM AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRUST AGREEMENT RELATING TO THE CERTIFICATES OF PARTICIPATION FOR THE WESTERN PLACER UNIFIED SCHOOL DISTRICT'S 2001 LAND ACQUISITION PROGRAM, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Western Placer Unified School District Financing Corporation (the "Corporation"), as follows:

WHEREAS, the Western Placer Unified School District (the "District"), working together with the Corporation, has heretofore caused $14,998,107.85 Western Placer Unified School District Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program)(the "Certificates") to be executed and delivered, pursuant to the Trust Agreement;

WHEREAS, the Certificates represent the undivided fractional interest in lease payments to be made by the District to the Corporation pursuant to a Lease Agreement, dated as of November 1, 2001 (the "Lease Agreement"), by and between the Corporation and the District;

WHEREAS, it has been determined that certain provisions of the Trust Agreement relating to the requisition for and the disbursement of moneys for the acquisition of Parcels (as defined in the Trust Agreement) are defective and the District desires to amend the Trust Agreement to correct such defective provisions; and

WHEREAS, Section 10.01 of the Trust Agreement provides that the Trust Agreement may be amended or supplemented at any time by an amendment hereof or supplement thereto which shall become binding upon execution with the prior written consent of the Municipal Bond Insurer (as defined in the Trust Agreement) (so long as the Municipal Bond Insurer is not in default in its payment obligations under the Municipal Bond Insurance Policy (as defined in the Trust Agreement)), but without the written consents of any Owners (as defined in the Trust Agreement), but only to the extent permitted by law and after receipt of an unqualified approving Opinion of Counsel (as defined in the Trust Agreement) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained therein or in regard to questions arising thereunder which the Corporation or the District may deem desirable or necessary and not inconsistent herewith, and which shall not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The First Amendment to Trust Agreement by and among the District, the Corporation and the Trustee, in the form on file with the Secretary, is hereby approved. The President, the Vice President, the Executive Director or the Treasurer, or the designee of any such official, is hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver the First Amendment to Trust Agreement, and the Secretary

is hereby authorized and directed, for and in the name and on behalf of the Corporation, to attest the First Amendment to Trust Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the officer executing the First Amendment to Trust Agreement, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the First Amendment to Trust Agreement by the Corporation.

Section 2. All actions heretofore taken by the officers and agents of the Corporation with respect to the execution and delivery of the First Amendment to Trust Agreement are hereby approved, confirmed and ratified, and the proper officers of the Corporation are hereby authorized and directed for and in the name and on behalf of the Corporation, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

I, the undersigned Secretary of the Western Placer Unified School District Financing Corporation, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Corporation at a meeting thereof on the 1st day of April, 2003, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Secretary

9.1.2

FIRST AMENDMENT TO TRUST AGREEMENT

Dated as of April 1, 2003

by and among the

WESTERN PLACER UNIFIED SCHOOL DISTRICT,

the

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee,

Relating to
$14,998,107.85
Western Placer Unified School District
Convertible Capital Appreciation
Certificates of Participation
(2001 Land Acquisition Program)

9.1.3

FIRST AMENDMENT TO TRUST AGREEMENT

THIS FIRST AMENDMENT TO TRUST AGREEMENT (this "First Amendment to Trust Agreement") is dated as of April 1, 2003, by and among the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District"), the WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as successor to State Street Bank and Trust Company of California, N.A., as trustee (the "Trustee"), amending and supplementing that certain trust agreement, dated as of November 1, 2001, by and among the District, the Corporation and the Trustee (the "Trust Agreement");

W I T N E S S E T H:

WHEREAS, the District, working together with the Corporation, has heretofore caused $14,998,107.85 Western Placer Unified School District Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program) (the "Certificates") to be executed and delivered, pursuant to the Trust Agreement;

WHEREAS, the Certificates represent the undivided fractional interest in lease payments to be made by the District to the Corporation pursuant to a Lease Agreement, dated as of November 1, 2001 (the "Lease Agreement"), by and between the Corporation and the District;

WHEREAS, it has been determined that certain provisions of the Trust Agreement relating to the requisition for and the disbursement of moneys for the acquisition of Parcels (as defined in the Trust Agreement) are defective and the District desires to amend the Trust Agreement to correct such defective provisions;

WHEREAS, Section 10.01 of the Trust Agreement provides that the Trust Agreement may be amended or supplemented at any time by an amendment hereof or supplement thereto which shall become binding upon execution with the prior written consent of the Municipal Bond Insurer (as defined in the Trust Agreement) (so long as the Municipal Bond Insurer is not in default in its payment obligations under the Municipal Bond Insurance Policy (as defined in the Trust Agreement)), but without the written consents of any Owners (as defined in the Trust Agreement), but only to the extent permitted by law and after receipt of an unqualified approving Opinion of Counsel (as defined in the Trust Agreement) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained therein or in regard to questions arising thereunder which the Corporation or the District may deem desirable or necessary and not inconsistent therewith, and which shall not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners;

WHEREAS, the execution and delivery of this First Amendment to Trust Agreement have been in all respects duly and validly authorized by a resolution duly adopted by the Board of trustees of the District and by the Board of Directors of the Corporation;

WHEREAS, the District has received the written consent of the Municipal Bond Insurer to such amendment;

9.1.4

WHEREAS, the District has received an unqualified approving Opinion of Counsel to the affect that such amendment will not adversely affect the rights or interests of the Municipal Bond Insurer or the Owners; and

WHEREAS, the Trustee has the power and authority to enter into this First Amendment to Trust Agreement, and has joined in the execution hereof;

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants and commitments of the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, hereby agree as follows:

Section 1. Section 3.03 of the Trust Agreement is hereby amended in full as follows:

Section 3.03. Use of Moneys in the Acquisition Fund. The Trustee shall establish and maintain a separate fund to be known as the "Acquisition Fund." All moneys in the Acquisition Fund shall be held by the Trustee in trust and applied by the Trustee, as provided in this Section 3.03, to the payment of Acquisition Costs. The moneys in the Acquisition Fund shall not be applied to the payment of Acquisition Costs after the Final Acquisition Date.

Before any payment is made from the Acquisition Fund by the Trustee, the District shall cause to be filed with the Trustee, on or before the Final Acquisition Date, a Written Request of the District showing with respect to each payment to be made:

(1) the item number of the payment;

(2) the name of the person, corporation or entity to whom payment is due;

(3) the amount to be paid;

(4) the purpose for which the obligation to be paid was incurred; and

(5) the Parcel to which such payment relates.

Each such Written Request shall also state, and shall be sufficient evidence to the Trustee, (i) that obligations in the stated amounts have been incurred by the District or the Corporation, and (ii) that each item thereof is a proper charge against the Acquisition Fund and is an Acquisition Cost properly allocable to the Parcel identified in the Written Request. Each such Written Request shall further specify in reasonable detail the nature of the obligation to be paid and be accompanied by a bill or statement of account for each obligation.

The full purchase price for a Parcel shall be paid or reimbursed from the amounts withdrawn pursuant to the first Written Request for payment of Acquisition Costs of such Parcel. The first Written Request for payment of the Acquisition Costs of any Parcel shall be accompanied by:

(i) a preliminary title report for an ALTA title insurance policy or policies required by Section 5.02 of the Lease Agreement,

(ii) the amendment to the Lease Agreement with respect to such Parcel required by Section 4.01 of the Lease Agreement to be recorded with the Placer County Recorder,

9.1.5

(iii) with respect to each Parcel, title to which is to be in the District's name, the Site and Facility Lease to be recorded with the Placer County Recorder,

(iv) with respect to each Parcel, title to which is to be in the Corporation's name, the Base Lease and the Site and Facility Lease to be recorded with the Placer County Recorder,

(v) a certificate of an Authorized District Representative:

(A) certifying that the District expects to construct school facilities on such Parcel,

(B) describing the school facilities expected to be constructed thereon,

(C) specifying that the date on which construction of such facilities will be completed,

(D) certifying that, based on the District's projections of its needs, it will require, on or before the date specified in clause (C), above, the use of the facilities to be constructed for District purposes, and

(E) certifying that the District is not acquiring the Parcel for investment purposes, and

(vi) a certificate of an Independent School District Consultant:

(A) certifying that such Consultant is familiar with the geographic territory encompassed by the District and, specifically, with the geographic area in which such Parcel lies, and

(B) stating that the Parcel to be acquired has been approved for school purposes by the California State Department of Education and providing satisfactory evidence of such approval, or, in the alternative, certifying that all action necessary to obtain such approval has been taken by or on behalf of the District, including the preparation of, and submission to the California State Department of Education of geotechnical and environmental studies with respect to the Parcel, physical inspection of the Parcel by the State Department of Education and any and all other necessary requirements to obtain such approval of to the California State Department of Education.

Upon receipt of each such Written Request, the Trustee shall pay the amount set forth in such Written Request as directed by the terms thereof. The Trustee need not make any such payment if it has received written notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment, unless a payment bond has been posted with the Trustee in the full amount of such lien or claim.

On October 1, 2004, all amounts remaining on deposit in the Acquisition Fund shall be transferred to the Redemption Fund and used on November 1, 2004, to redeem

9.1.6

Certificates in accordance with Section 4.01(b) hereof. Upon such transfer, the Acquisition Fund shall be closed.

Section 2. Except as amended by this First Amendment to Trust Agreement, as set forth in Section 1 above, all provisions of the Trust Agreement shall remain in full force and effect.

Section 3. This First Amendment to Trust Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Trust Agreement as of the date and year first above written.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Superintendent

Attest:

_____
Clerk of the Board

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

By _____
Executive Director

Attest:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee

By _____
Authorized Officer

9.1.17

WPUSD

BOARD OF TRUSTEE

GOALS AND OBJECTIVES WORKSHOP

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 (LEP)___
2. Fosters a safe, caring environment where individual differencesare valued and respected.	Complies with Governance & Management Document ___ Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart___
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes___ Program Sign Off by S. Leaman___
	SBLT Involvement ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
2003-2004 Board of Trustee Goals & Objectives

AGENDA ITEM AREA:
Goals & Objectives Workshop

REQUESTED BY:
Board of Trustees

ENCLOSURES:
BP 0200

MEETING DATE:
April 1, 2003

BACKGROUND:

The Board of Trustees will begin work on establishing its 2003-2004 Goals for the School District.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees review the four overarching goals, which were established in 1991.

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PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS

Goals for the School District

- 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.
- Provide the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

Adopted: 1991
Reviewed: 8/21/01
wpusd docs on DO server – Q:1000\bp0200