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	4/25/03	5/23/03
Sheridan Charter School (K-8)	149	146
Sheridan School Independent Study (SSIS)	31	29
First Street School	577	578
Carlin C. Coppin Elementary (K-5)	508	513
Creekside Oaks Elementary (K-5)	662	666
Glen Edwards Middle (6-8)	897	885
Lincoln High School/Lincoln North	936	934
Phoenix High School	52	50
PCOE Home School	10	10
TOTAL:	3822	3811

Phoenix Infant/Toddler	23	Kindergarten Readiness:	32
Preschool/Head Start			
First & J Streets	22		
Sheridan Program	22		
Carlin Coppin Program	22		
Adult School			
Citizenship/ESL	127		
Evening Classes			
Adult Ed. Child Care	-0-		

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
JUNE 3, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 "J" STREET, LINCOLN, CA

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

AGENDA

5:30 P.M. OPEN SESSION - Administrative Conference Room – D.O.

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

5:35 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 (DD)

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**

3. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION - Performing Arts Building - 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 (DD)

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**

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 May 6, 2003, May 20, 2003, and Special Meeting April 29, 2003

4.2 Approval of Warrants

4.3 Ratification of Personnel Items
a. Certificated:
>Employment for the 2003/2004 School Year, Barret Hess, Ag Teacher (1.00), Lincoln High
>Certificated Resignation, Amy Perkins, 3rd Grade Teacher, CCC
>Request(s) for Maternity/Child Rearing Leave, Susan Taxara, Title I Teacher/Assistant Principal, COES; Tami Jeffs, 2nd Grade Teacher, COES
b. Classified:
>Classified Resignation, Virginia Hofman, School Bus Driver/Kitchen Helper, LHS

4.4 Approve Dan G. Electric's Bid of $104,000 for Electrical Upgrades at Lincoln High School

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/Kris Knutson
6.3 Western Placer Classified Employee Association – Nancy Griffin
6.4 Superintendent – No Report
6.5 Assistant Superintendent(s)
- 6.5.1 Jay M. Stewart
  - a. Facilities Update
- 6.5.2 Scott Leaman
  - a. Program Focus Area: No Report
- 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 (A) HORIZON INSTRUCTIONAL SYSTEMS' CHARTER RENEWAL – Luanne Boone, Executive Director

•Luanne Boone, Executive Director of Horizons Instructional Systems reviewed with the Board of Trustees the plans for its charter renewal with the District at the last board meeting. The Board of Trustees will consider action to approve a five-year charter renewal for Horizons Instructional Systems.

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

7.2 (I/D/A) PRELIMINARY BUDGET DEVELOPMENT, 2003-2004 - Stewart *(02/03 G &O, Components V)*

•The FY 2003-04 Projected Budget represents the District's initial estimate of next year's budget, and then an update based on information received from the Governor's May Revise and additional information received through the budget development process. Assuming that the beginning balance remains the same, and that the Governor's projections do not change between now and the time the State adopts its budget, the District is anticipating a $1,459,434 shortfall.

7.3 (D/A) APPROVE THE AGREEMENT FOR PURCHASE AND SALE REAL PROPERTY AND ESCROW INSTRUCTIONS FOR THE TWELVE BRIDGES ELEMENTARY SCHOOL SITE - Stewart *(02/03 G &O, Components V)*

•The Board of Trustees will review and consider the Land Purchase Agreement for the elementary school site located at 2450 Eastridge Drive within the Twelve Bridges development.

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)

8.2 LINCOLN HIGH SCHOOL FARM FOUNDATION LAND TRUST – Paul Long, Member

9. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
  >June 17, 2003, 7:00 p.m. Lincoln High School, Performing Arts Building, Public Hearing and Budget Adoption
  >June 24, 2003, 5:00 p.m. Staff Development Room, Facilities Planning, 2003-2004

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

10.1 APPROVAL OF FEBRUARY 4, 2003 FINANCING CORPORATION BOARD OF DIRECTORS' MEETING MINUTES - Yohe

•The minutes of the February 4, 2003 WPUSD Financing Corporation Board of Directors' meeting are being submitted for adoption.

10.2 APPROVAL OF THE AGREEMENT FOR PURCHASE AND SALE REAL PROPERTY AND ESCROW INSTRUCTIONS FOR THE TWELVE BRIDGES MIDDLE SCHOOL SITE - Stewart

•The Board of Directors will review and consider the Land Purchase Agreement for the middle school site located on Westview Drive within the Twelve Bridges development.

11. ADJOURNMENT

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

Posted: 5/29/03
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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: **June 3, 2003**
TIME: **5:30 p.m.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

   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**

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 DD

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

REQUESTED BY:
John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:
June 3, 2003

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Conference with Labor Negotiator

AGENDA ITEM AREA:
DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

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

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2.7

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Minutes

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:
3 Sets of Minutes

MEETING DATE:
June 3, 2003

BACKGROUND:

•The Board of Trustees will consider action to approve the minutes of regular meetings of May 6, 2003, May 20, 2003, and Special Meeting held on April 29, 2003.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the above minutes as submitted.

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4.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
MAY 6, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 "J" STREET, LINCOLN, CA

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

MINUTES

BOARD MEMBERS PRESENT
Karen Roberts, President
Paul Long, Vice President
Marcia Harris, Clerk
Earl Mentze Member
Nels Tahti, Member, (Arrived at 8:30 p.m.)

BOARD MEMBERS ABSENT
None

OTHERS IN ATTENDANCE
Scott Leaman, Assistant Superintendent, Educational Services
Jay Stewart, Asst. Superintendent, Business Services
Bob Noyes, Director of Human Services
Trudy Wilson, Director of Business Services
Eva McGuire, Secretary to the Superintendent

PRESS
Keith Reid, Press Tribune

STUDENT
Heather Wellendorf, LHS Student Advisory Representative - Absent

6:15 P.M. OPEN SESSION - Administrative Conference Room – D.O.

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

4.1.1

6:20 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 (Y)
   b. Student Discipline/Expulsion Pursuant To E.C. 48918 Student # 02/03 (Z)
   c. Student Discipline/Expulsion Pursuant To E.C. 48918 Student # 02/03 (AA)
   d. Student Discipline/Expulsion Pursuant To E.C. 48918 Student # 02/03 (BB)
   e. Student Discipline/Expulsion Pursuant To E.C. 48918 Student # 02/03 (CC)

3. **ADJOURN TO OPEN SESSION**

7:00 P.M. OPEN SESSION - Performing Arts Building, Lincoln High School

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

For the benefit of the students of the Western Placer Unified School District, President Roberts called the meeting to order at 7:00 p.m. President Roberts also led the audience in the Pledge of Allegiance.

Mrs. Roberts thanked everyone for coming; noting it is great to have such a large group. She requested the audience to sign in and that a hand out was available at the door.

President Roberts also noted she would be moving Item 8.5 to the end of that section on the agenda.

In regard to Item 8.3, President Roberts stated 30 teachers wrote letter to the school board and asked for a response in regard to negotiations. It was the decision of the Board to write down our responses and provide them not only to the teachers who requested them, but also the staff and parents who might attend this meeting.

4.1.7

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

• The Board of Trustees disclosed action taken in Closed Session regarding the following items:

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

2.1 Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (Y)
A motion was made by Mrs. Harris, seconded by Mr. Long and passed by unanimous vote of members present, to approve the Hearing Panel's recommendation in regard to Student #02/03 (Y).

2.2 Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (Z)

A motion was made by Mrs. Harris, seconded by Mr. Mentze and passed by unanimous vote of members present, to approve the Hearing Panel's recommendation, as amended, in regard to Student #02/03 (Z).

2.3 Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (AA)

A motion was made by Mrs. Harris, seconded by Mr. Long and passed by unanimous vote of members present, to approve the Hearing Panel's recommendation, as amended, in regard to Student #02/03 (AA).

2.4 Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (BB)

A motion was made by Mrs. Harris, seconded by Mr. Mentze and passed by unanimous vote of members present, to approve the Hearing Panel's recommendation in regard to Student #02/03 (BB).

2.5 Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (CC)

A motion was made by Mrs. Harris, seconded by Mr. Mentze and passed by unanimous vote of members present, to approve the Hearing Panel's recommendation, as amended, in regard to Student #02/03 (CC).

4.1.3

3. SPECIAL ORDER OF BUSINESS

There was no special order of business.

4. CONSENT AGENDA

At the request of Board member Harris, Item 4.9 was removed for further discussion.

A motion was made by Mr. Mentze, seconded by Mr. Long, and passed by unanimous roll call vote of members present, to approve the Consent Agenda as listed, excluding Item 4.9.

4.1 Approval of Minutes
   a. Regular Meetings of April 1, 2003, and Special Meeting of March 25, 2003
4.2 Approval of Warrants
4.3 Ratification of Personnel Items
   a. Certificated:
   b. Classified:
      >Ratification of Employment:
      >Ratification of Classified Resignation: Karla Ingwersen, School Clerk I, GEMS; Sherry Boone, Kitchen Helper, FSS
4.4 Approve Removal and Disposal of 1972 Dodge Van from the Inventory List
4.5 Ratification of the Proposal from Economic & Planning Systems to Prepare a Strategic Facility Financial Master Plan for the Western Placer Unified School District
4.6 Approval of Resolution 02/03.33 to Designate the Western Placer Unified School District's Representative and Alternate to the School Insurance Group Joint Powers Board
4.7 Approval of Resolution 02/03.37 A Resolution to Eliminate Regional Occupational Programs from any Categorical Block Grant
4.8 Report of Disclosure Requirements for Quarterly Reports of Investments

A motion was made by Mr. Long, seconded by Mr. Mentze, and passed by unanimous approval of members present, to approve the Sheridan API Expenditures as listed.

Mrs. Harris questioned the Lincoln High School's SBLT's decision to spend $1965.00 on tuition to send a student to the National Young Leaders Conference. After discussion where Mr. Leaman noted it was within the law, and Mr. Long felt the SBLT's decision should stand.

A motion was made by Mr. Long, seconded by Mr. Mentze, and passed by majority vote (Harris voting "no", Tahti absent), to approve the Lincoln High School API Expenditures as listed. 4.9 Ratification of API Expenditures, LHS and Sheridan

4.1.4

5. COMMUNICATION FROM THE PUBLIC

Kris Knutson, WPTA Vice President, spoke to the Board of Trustees in regard to communication between the Board of Trustees, the District, and Teachers. He called for improved lines of communication between WPTA and the District. This has been a concern for a long time.

6. REPORTS & COMMUNICATION

Western Placer Teacher's Association – Mike Agrippino, President, thanked all parents and teachers who attended the meeting. You will hear much about how the board is set up to speak to a 1.9 million dollar shortfall. Don't let lay-off notices in other districts fool you – most teachers will have jobs in the fall. Teachers are asking for a 2% salary increase, every other district has got it; WPUSD always goes last. There is an $80.00 a month increase for benefits. At this point he quoted a letter from another teacher who came into our district and took a decrease in pay and is now being hit by the benefit increase. How do teachers leaving affect students? A lot of teachers are passionate about this and want to speak tonight. The district can do this for their teachers; teachers will continue to communicate with the public.

Jay M. Stewart, Asst. Superintendent Business Services: Mr. Stewart reported on new facility status i.e. Foskett Ranch and Twelve Bridges Elementary and Middle Schools. A recent meeting regarding the stadium was held with the architect. He is working on the financing, both private and public investors on municipal bonds. Status of FY 2002-2003 Budget: The district will not be doing any lay-offs and no program reductions for the 2002-2003 school year. We will be able to ride out the storm. He noted concern with the cash flow, which will be deferred until July; short-term borrowing may be necessary. The P-2 ADA went down by 46.3 due to student absences. He is hopeful of finishing the end of the year with the $842,000 as predicted.

Scott Leaman, Asst. Superintendent of Instructional Services: Program Focus Area: STAR Preparation by Teachers. After school meetings were held, a great atmosphere with lots of work accomplished. Mr. Leaman reviewed the tasks set forth. STAR scores should be received by August.

4.1.5

7. PUBLIC HEARING

7.1 (IMF) INSTRUCTIONAL MATERIALS FUNDING FOR ADEQUATE MATERIALS

•A public hearing will discuss if each student has sufficient textbooks and instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

President Roberts opened the Public Hearing at 7:34 p.m. giving the audience an opportunity to speak to this item as presented. There were no comments from the public. The Public Hearing was closed at 7:35 p.m. and the regular meeting continued.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 (A) APPROVAL OF RESOLUTION #02/03.38 A RESOLUTION REGARDING ADEQUATE INSTRUCTIONAL MATERIALS FUNDING– Leaman *(02/03 G &O, Component II)*

•After the public hearing, the board considered a resolution to notify the State that adequate textbooks and instructional materials have been made available to students of Western Placer Unified School District for 2002-03 school year.

On a motion by Mr. Long, seconded by Mrs. Harris, and passed by unanimous roll call vote of members present, action was taken to approve Resolution 02/03.38 A Resolution Regarding Adequate instructional Materials Funding.

8.2 (I/D) PRELIMINARY 2003/2004 BUDGET PROJECTION - Stewart *(02/03 G &O, Components V)*

•Being presented was a preliminary projection for the FY 2003-04 General Fund budget. The assumptions supporting this projection, and the proposed process for addressing the deficit, will be presented to the Board of Trustees. Pending the Governor's May revise, this projection could change significantly.

4.1.6

Mr. Stewart presented a preliminary projection for the FY 2003-04 General Fund budget. This information is based on a projected budget on current information from the State. A conservative estimate of 266 new students, netting 253 student ADA, 10 new positions are included, there is a revenue limit deficit of 2.15% based on the Governor's projection. Pending the Governor's May revise, this projection could change significantly. A fund balance is shown at minus $1,965,012. Special budget meetings will be held if needed. President Roberts encouraged all in attendance to write to the Governor.

8.3 (D) **OPPORTUNITY FOR COMMUNITY AND TEACHERS TO ADDRESS THE BOARD IN REGARD TO THE 2003/04 BUDGET DEVELOPMENT - Roberts** *(02/03 G &O, Components V)*

The following people addressed the Board of Trustees in regard to the budget development:
Jeaninne Kato "Is it reasonable to ask teachers to work as hard as they do for a shrinking paycheck?"
Kris Knutson, "Superintendent's salary vs. teacher salary";
Kelli Willard, "Why isn't COLA being given to teachers for a raise?"
Jeff Duer, "Is it a Cost of Living Adjustment (COLA) or is it a raise? (COLA is used to cover cost of operations, which includes column and step changes);
Lauretta Shelton, "Ask yourself why 5% of staff is leaving the district."
Leslie Altman, "With shrinking paychecks for teachers, will administration continue to receive their current salaries and benefits? The Superintendent's salary is more than she has made in her entire teaching career."
Meghan Magee, "What falls under "other outgo" listed as $9,433,099 on the projected budget?" "Where are COP's accounted for?" "Why isn't all financing being shown on the projection?" (The General Fund is the only fund predicted in this report and it is the only fund salaries can be taken from);
Perry Berensen, parent, noted has the district asked the teachers where they would like to cut the budget.

4.1.7

President Roberts asked everyone to continue to attend all budget meetings. Teachers are a high priority and are valued, but the highest priority is the students of Western Placer Unified School District.

8.4 (D/A) **APPROVE JOINT-USE AGREEMENTS BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN – Stewart** *(02/03 G &O, Components V)*

•Three joint-use agreements were submitted for approval (1) a general agreement for future use of school facilities and city parks, (2) joint-use agreement supporting the operation of the multi-use facilities at the Twelve Bridges Elementary, and (3) joint-use agreement supporting the operation of the multi-use facilities at Foskett Ranch Elementary. (NOTE: 3 SEPARATE ACTIONS REQUESTED)

(1) MASTER AGREEMENT FOR JOINT USE OF CITY OF LINCOLN AND WESTERN PLACER UNIFIED SCHOOL DISTRICT PROPERTY (facilities and parks)

On a motion by Mr. Long, seconded by Mr. Mentze, and passed by unanimous roll call vote of members in attendance, action was taken to approve the master agreement for joint use of City of Lincoln and Western Placer Unified School District Property.

(2)JOINT-USE AGREEMENT SUPPORTING THE OPERATION OF THE MULTI-USE FACILITIES AT THE TWELVE BRIDGES ELEMENTARY

On a motion by Mrs. Harris, seconded by Mr. Mentze, and passed by unanimous roll call vote of members in attendance, action was taken to approve the joint use agreement supporting the operation of the multi use facilities at the Twelve Bridges Elementary School.

(3) JOINT-USE AGREEMENT SUPPORTING THE OPERATION OF THE MULTI-USE FACILITIES AT FOSKETT RANCH ELEMENTARY.

On a motion by Mr. Long, seconded by Mrs. Harris, and passed by unanimous roll call vote of members in attendance, action was taken to approve the joint use agreement supporting the operation of the multi use facilities at the Foskett Ranch Elementary School.

4.1.8

NOTE: ITEM 8.5 WAS MOVED TO THE END OF THIS SECTION.

NOTE: BOARD MEMBER TAHTI ARRIVED AT 8:30 P.M.

8.6 (D/A) ADOPTION OF REVISED BP/AR 6174 EDUCATION FOR ENGLISH LEARNERS Leaman *(02/03 G &O, Components II)*

•Recently, an all-day meeting was held with teacher representatives from each site to align our English Learner Policies with current programs and assessments. Based on their input, suggested revisions to Board Policy and Administrative Regulation 6174 are being submitted for approval.

Following a discussion of this revision, with Mr. Leaman reviewing the changes and answering questions by Board member Harris, a motion was made by Mr. Mentze, seconded by Mr. Long and unanimously approved, action was taken to approve the revisions to BP/AR 6174 Education for English Learners.

8.7 (I/D) HORIZON INSTRUCTIONAL SYSTEMS' INTERNAL REVIEW - Stewart *(02/03 G &O, Components V)*

•Being submitted are the findings and recommendations generated from the Horizon Instructional Systems Internal Management Review.

Mr. Stewart reviewed the findings and recommendations generated from the Horizon Instructional Systems Internal Management Review. Overall, the Business Services Department at H.I.S. was found to be operating in a fiscally responsible manner. The Horizon Instructional Systems school charter renewal will be reviewed on May 20th.

8.8 (D/A) APPROVAL OF RESOLUTION # 02/03.34 OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2, CALLING AN ELECTION FOR THE APPROVAL OF THE SPECIAL TAX AND AUTHORIZING BONDED INDEBTEDNESS TO THE QUALIFIED ELECTORS OF COMMUNITY FACILITIES DISTRICT NO. 2 AND ESTABLISHING AN APPROPRIATION LIMIT - Stewart *(02/03 G &O, Components V)*

4.1.9

•This resolution establishes the intent to create Community Facilities District No. 2, the calling of an election for the approval to levy a special tax, and to authorize a bonded indebtedness on the developed parcels.

On a motion by Mrs. Harris, seconded by Mr. Long, and passed by unanimous roll call vote, the Board of Trustees took action to adopt Resolution # 02/03.34 Of The Board Of Trustees Of The Western Placer Unified School District Establishing Community Facilities District No. 2, Calling An Election For The Approval Of The Special Tax And Authorizing Bonded Indebtedness To The Qualified Electors Of Community Facilities District No. 2 And Establishing An Appropriation Limit.

8.9 (D/A) APPROVAL OF RESOLUTION 02/03.35 DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 6, 2003 - Stewart *(02/03 G &O, Components V)*

•This resolution declares the results of the landowner election authorizing the levy of a special tax and bonded indebtedness.

On a motion by Mr. Mentze, seconded by Mrs. Harris, and passed by unanimous roll call vote, the Board of Trustees took action to adopt Resolution # 02/03.35 Declaring the Results of the Special Election Held on May 6, 2003.

8.10 (D/A) APPROVAL OF RESOLUTION 02/03.36 ADOPTING AN ORDINANCE LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY WITHIN THE BOUNDARIES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 AS PROVIDED IN RESOLUTION NO. 02/03.34 - Stewart *(02/03 G &O, Components V)*

•This resolution implements the special tax for CFD No. 2 and authorizes the bonded indebtedness.

On a motion by Mr. Mentze, seconded by Mr. Long, and passed by unanimous roll call vote, the Board of Trustees took action to adopt Resolution # 02/03.36 Adopting An Ordinance Levying And Apportioning The Special Tax In Territory Within The Boundaries Of The Western Placer Unified School District Community Facilities District No. 2 As Provided In Resolution No. 02/03.34.

4.1.10

The following item was moved to this point on the agenda.

8.5 (D/A) APPROVAL OF REVISIONS TO THE PLACER NEVADA SELPA (SPECIAL EDUCATION LOCAL PLAN AREA) AND ASSURANCE STATEMENT – Yohe/Leaman *(02/03 G &O, Components III)*

- Being submitted for approval are revisions to the Placer Nevada SELPA local plan and assurance statement. Western Placer Unified School District is a member of the Placer Nevada Special Education Local Plan Area.

After questions by the Board of Trustees in regard to Horizon Instructional Systems and its allotment, a motion was made by Mrs. Harris, seconded by Mr. Tahti and passed by unanimous vote, the Board of Trustees approved the revisions to the Placer Nevada SELPA and assurance statement.

9. COMMENTS - BOARD OF TRUSTEES

Paul Long: The Channel 10 News at 5:00 p.m. interviewed Mike Maul and student Allie Brown in regard to special Olympics. LHS farm had an open house with the Farm Foundation funding hamburgers and hot dogs. Vegetables raised by students were available for purchase. The Farm Foundation will be holding a meeting with two presentations regarding a conservation trust.
Marcia Harris: Reported on attendance at COES and GEMS open house nights, both were very well done.
Karen Roberts: Attended GEMS and FSS open house nights; they were well attended and had a great time. She and Mrs. Harris will be visiting GEMS and CCC next week.

9.1 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)~~ This item was removed from the Future Agenda Items list.

4.1.11

9.2 REPORT ON SCHOOL DISTRICT AND CITY OF LINCOLN PLANNING MEETINGS – Tahti/Mentze

The district and the City of Lincoln are looking at facilities owned by each agency, how they can work together on some joint projects. A laundry list will be submitted to the Board for consideration, the city/district relationship is strong now.

9.3 REPORT ON CHILD NUTRITION AND PHYSICAL ACTIVITY ADVISORY COMMITTEE SATURDAY WORKSHOP – Harris

A half-day workshop was held to evaluate the district in terms of nutritional items offered to students. This will eventually lead to a policy.

9.4 REPORT ON NATIONAL SCHOOL BOARDS CONFERENCE IN SAN FRANCISCO - Roberts

Mrs. Roberts shared materials received at the NSBA conference. The conference was good, but not well attended due to many district's budget problems.

10. ESTABLISHMENT OF NEXT MEETING (S)

- The President established the following meeting(s):
  >May 20, 2003, 7:00 p.m. Lincoln High School ~~Library~~ Performing Arts Building

11. ADJOURNMENT OF MEETING

With no further business, the meeting was adjourned at 9:40 p.m.

Karen Roberts, President

Marcia Harris, Clerk

4.1.12

Roger R. Yohe, Superintendent

Eva McGuire, Secretary to Superintendent

ADOPTED:

AYES:

NOES:

ABSENT:

ABSTAIN:

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4.1.13

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Regular Meeting of Board of Trustees
DATE: 5-4-23

ATTENDANCE REGISTER

1. Karla Harder COES
2. Ginny Henderson CCS
3. Lynne [illegible] CCS
4. Michelle MacDonald
5. Karen Lantz
6. [illegible]
7. Kenneth Skelton
8. M. E. Magee
9. Hilma Valtakis
10. Rudy & Larry Alarcon
11. [illegible]
12. Angie Hunnicutt
13. Boone
14. Jill Dale
15. Andrea Gridham parent
16. Jan Everett parent/alum
17. MONA BASS SBHHCC
18. Leslie Altman
19. Phil Altman
20. [illegible]
21. [illegible]
22. Ruth Hamrick
23. A. Van Waardenberg
24. Lori Andrews
25. Cheryll Morris
26. Sue Mentze
27. Shawn Burns
28. Laurel Maynard
29. [illegible]
30. Molly Sweeney
31. Angela Blair
32. [illegible]
33. [illegible]
34. Pam Patton
35. Karen Newman
36. Geri Hillmer
37. Sue Hoffman
38. Kris Knutson
39. [illegible]
40. Kayla & Jon Allen
41. [illegible]
42. Jennifer Chandler
43. Mark Bryant
44. Sandy Beckman
45. [illegible]
46. Lee Beckman

NOTE: Completion of this document is voluntary and not a precondition of attendance (54953.3 11124.)

4.1.14

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Regular Meeting of Board of Trustees

DATE: _____

ATTENDANCE REGISTER

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NOTE: Completion of this document is voluntary and not a precondition of attendance (54953.3 11124.)

4.1.15

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Regular Meeting of Board of Trustees
DATE: 5/6/03

ATTENDANCE REGISTER

1. Marty Dibble
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NOTE: Completion of this document is voluntary and not a precondition of attendance (54953.3 11124.)

4.1.16

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
MAY 20, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – Performing Arts Building
790 "J" STREET, LINCOLN, CA

MINUTES

BOARD MEMBERS PRESENT
Karen Roberts, President
Paul Long, Vice President
Marcia Harris, Clerk
Earl Mentze Member
Nels Tahti, Member,

BOARD MEMBERS ABSENT
None

OTHERS IN ATTENDANCE
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
Ruben Ayala, Principal, First Street School/District Bilingual Coordinator
Mary Boyle, 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.
Trudy Wilson, Director, Business Services
Eva McGuire, Secretary to the Superintendent

PRESS
Keith Reid, Press Tribune

STUDENT
Heather Wellendorf, LHS Student Advisory Representative

REGULAR MEETING AGENDA

7:00 P.M. OPEN SESSION - Performing Arts Building - LHS

4.1.17

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

For the benefit of the students of the Western Placer Unified School District, President Roberts called the meeting to order at 7:00 p.m. President Roberts also led the audience in the Pledge of Allegiance. President Roberts invited all those wanting to address the Board to fill out the proper request form.

2. SPECIAL ORDER OF BUSINESS

2.1 CARLIN C. COPPIN ELEMENTARY SCHOOL FEATURED

Carlin C. Coppin Elementary School focused specifically on Character Education. Mrs. Perkins and Mrs. DeJersey's Third Grade class presented "Character Counts", and the Carlin Coppin chorus led by Mrs. Azar sang two songs, "Inside Out" and "The Dream Starts Now". Student Body Officers announced the program, and "challenged all to be people of character"!

2.2 "EVERY FIFTEEN MINUTES" PRESENTATION BY KRIS WYATT, LINCOLN HIGH SCHOOL

Kris Wyatt, Counselor at Lincoln High School, thanked and commended the Board of Trustees and Superintendent for their support regarding the recent "Every Fifteen Minutes" program. Videos and tee shirts were presented, along with a plaque. Kris noted this is such a powerful program for students.

3. CONSENT AGENDA

At the request of Board Member Mentze Item 3.3 was removed for further discussion.

On a motion by Mrs. Harris, seconded by Mr. Long and passed by unanimous roll call vote, the Consent Agenda was adopted with exception of Item 3.3 school site plans.

3.1 Ratification of Personnel Items

a. Certificated:

a.1 Request for Maternity Leave/Child Rearing, Amy Aceto, 4th Gd. COES

4.1.18

3. CONSENT AGENDA (continued)

b. Classified:
b.1 Ratification of Classified Resignations:
Catherine Nunez, Instructional Aide/Campus Supervisor @ PHS/CCC
b.2 Request for Family Leave, Stacey Wyatt, 12 Weeks, Beginning 5/20/03

3.2 Designation of Jan Smith as 2003-2004 CIF Representative to League

Mr. Mentze removed the four school site plans so that he could commend staff for their hard work. These mandated documents are a lot of additional work for those people already overworked. He apologized for the shape the education system is in.

Mrs. Harris also noted being overwhelmed by the brainstorming and process that went into the creation of these documents. She also mentioned the dislike of "pull out" programs for either students or teachers.

3.3 Site Plan Approval for Phoenix High, Sheridan School, Glen Edwards Middle School and Carlin Coppin Elementary School

On a motion by Mr. Mentze, seconded by Mrs. Harris and passed by unanimous vote, Item 3.3 Site Plans for Phoenix, Sheridan, Glen Edwards and Carlin Coppin Schools were approved.

4. COMMUNICATION FROM THE PUBLIC

1. Student Noah Schaa and Mother Laurene Palla submitted a petition in regard to teacher contract and noted concern of class sizes.
2. Parent Adriana Webb spoke to the Board regarding a WPTA flyer, which asked questions. She made a large effort to find the answers. Gave some suggestions such as the use of volunteers, also noted the Title I reading program had not detected her son's dyslexia.
3. Kris Knutson, LHS Booster Club, noted he presents a check to Lincoln High every 3 months, which come from Bingo Night proceeds. $$250,000 has been raised for Lincoln High over the last 2 years staffed entirely by volunteers. $20,000 will also be given in scholarships.

4.1.19

5. REPORTS & COMMUNICATION

Heather Wellendorf, Student Advisory Representative from Lincoln High School:
Reported the Every 15 Minute program was deeply touching. STAR testing is finished and students are looking forward to a school picnic and school being out. Heather was presented a special plaque for her year of service to the Board of Trustees.

Western Placer Teacher's Association – Mike Agrippino, President, thanked Mr. Mentze for his kind words in regard to the site plans, also thanked all parents and teachers who attended the meeting. He spoke to labor issues between teachers and the district, noting the areas teachers have to cope with, such as health care costs. He itemized the areas he felt the district and board were in the wrong – no salary increase; won't meet with negotiator in May; teacher's calendar; communication; respect for parents, were some of the issues. He then reviewed current issues such as the flyers they gave out at open houses and the reception it received by the Superintendent.

Western Placer Classified Employee Association - Nancy Griffin was in attendance but gave no report.

District Superintendent - (1) Passed out samples of his annual evaluation which will be done at a later date; (2) The LHS school farm will be featured on Peter Jennings's World News Tonight in conjunction with education in California, on Wednesday, May 21st; The student built house at 642 J Street has been featured on Channel 10 and Fox 40, it was also a lead article in the Sacramento Bee. (3) All are invited to attend the open house at 642 J Street on Friday, May 23, 3:00-7:00. (4) Still time to sign up for the retirement dinner.

Jay M. Stewart, Asst. Superintendent Business Services: Mr. Stewart reported Twelve Bridges Elementary is now in the funding stage at the state level, Foskett Ranch to follow soon. Rough schedules were given: ground breaking in July for 12 Bridges Elementary, Foskett Ranch will also break ground in July; Twelve Bridges Middle School will break ground in April of 2004, finish in 2005; the Lincoln High Sports Complex will begin August of 2004; the cooperative high school will begin in March of 2005 with completion in 2007; Lincoln Crossings will begin in 2004 with completion in 2005. He also reported on a new funding model, which will be presented at the June meeting.

Scott Leaman, Asst. Superintendent of Instructional Services: Program Focus Area: Math Articulation. A table depicting math curriculum articulation from middle school through high school was reviewed and discussed. STAR testing is complete and mailed. 120 boxes were sent.

Bob Noyes, Human Services Director
In attendance, but gave no report.

4.1.20

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

6.1 (I/D) HORIZON INSTRUCTIONAL SYSTEMS' CHARTER RENEWAL – Luanne Boone, Executive Director

•Luanne Boone, Executive Director of Horizons Instructional Systems was in attendance to review with the Board of Trustees the plans for its charter renewal with the District.

Four members of the Governance Committee, were in attendance and introduced. Changes over the last five years were highlighted, such as legal affirmations, now a k-12 education system, site based and small group instruction available, change in governance structure with no parents on the committee and increased terms, discipline procedures, labor relations, etc. Members of the Board of Trustees asked questions and gave commendations to the Governance Committee. Ms. Boone thanked the Board of Trustees, Superintendent Yohe and his staff for a great relationship.

6.2 (I/D) PRELIMINARY BUDGET DEVELOPMENT, 2003-2004 - Stewart *(02/03 G &O, Components V)*

•Being presented is the FY 2003-04 Budget Development Evaluation Matrix, which incorporates the evaluation criteria, agreed upon by the Board of Trustees. The programs listed are currently in the existing budget. These programs may be modified or reduced based on the financial and programmatic needs of the District. Points were assigned to each program.

Additional information will be provided at the June 3, 2003 Board meeting based on the Governor's May 15th revised state budget. Final action is tentatively scheduled for June 3, 2003.

Mr. Stewart noted he is willing to sit down and go over the figures with WPTA in regard to some recalculations he has done. He reviewed what he has done numerically, also reviewing the evaluation matrix and how it works. He noted at the June 3rd meeting another column will be added showing recommended options or modified amounts to be taken out of specific areas.

4.1.21

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

Adoption must take place by June 30th. The evaluation matrix was reviewed page-by-page with the Board of Trustees.

Requests for additional information was also made by the Board before the June 3rd meeting. Input from staff will be accepted until Tuesday, May 27th.

The Superintendent wrapped up the long discussion stating the district has used the "ready – aim" approach, waiting and not making decisions as other districts have done. The approach has been to get all the information available before making decisions.

6.3 (D) OPPORTUNITY FOR PUBLIC COMMENT REGARDING THE PRELIMINARY BUDGET DEVELOPMENT, 2003-2004 - Roberts *(02/03 G &O, Components V)*

The Board of Trustees gave opportunity for community members and teachers to address them in regard to the 2003-2004 preliminary budget development.

- Maxine Palmer, Miller Unruh reading program
- Meghan Magee, facts on negotiation sessions and lay-off notices
- Leslie Altman, reported WPTA has joined CTA with letter writing, and
- Kris Knutson, Communication was his subject; also requested a requested the Board to settle negotiations in a fair and equitable manner committee format meeting with the board to discuss the budget
- Justine Anderson, parent, noted the importance of teachers
- Jeff Duer, challenged Mr. Stewart in regard to accurate information; asked for a cost of living adjustment, not a raise
- Parent from COES, asked that the Miller Unruh program not be deleted
- Jeaninne Kato, spoke to the value of the Miller Unruh program

4.1.27

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

6.4 (I/DA) 2003 – 2004 TENTATIVE STUDENT CALENDAR – Yohe *(02/03 G &O, Components I and I V (community))*

•For purposes of establishing tentative dates of student attendance, it is necessary for the District to adopt the tentative student calendar for the 2003-04 school year in order to facilitate the upcoming school year's registration process. The District fully recognizes and acknowledges that the calendar continues to be subject to negotiations. The District will, of course, negotiate on calendar matters within the scope of negotiations.

A motion was made by Mr. Mentze, seconded by Mr. Long and passed by unanimous vote, to approve the 2003-2004 tentative student calendar, allowing for upcoming negotiations, which are to take place by May 30.

Mrs. Harris noted she preferred a more parent-friendly calendar.

6.5 (D/A) APPROVAL OF THE FOSKETT RANCH ELEMENTARY SCHOOL RAILROAD SAFETY STUDY Stewart *(02/03 G &O, Components V)*

•The Board of Trustees reviewed and discussed the railroad safety study for the Foskett Ranch Elementary School site. The California Department of Education requires a safety study if a school site is within 1,500 feet of railroad tracks.

On a motion made by Mrs. Harris, seconded by Mr. Mentze, and passed by unanimous vote, the Board of Trustees took action to approve the Foskett Ranch Elementary School Railroad Safety Study.

6.6 (D/A) APPROVAL OF THE ARTS PLAN UPDATE – Leaman *(02/03 G &O, Components II)*

•The Board of Trustees was presented with an updated Arts Plan. The plan is being forwarded with few changes including no change in funding levels.

On a motion by Mrs. Harris, seconded by Mr. Long, and passed by unanimous vote, the Board of Trustees approved the Arts Plan Update as submitted by Mr. Leaman.

4.1.23

7. COMMENTS - BOARD OF TRUSTEES

7.1 FUTURE AGENDA ITEMS

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

- Marketing/public relations/public engagement *(This item has been included on the budget evaluation matrix)*
- Relationship with Sierra Community College *(the committee met today and talked about design and took a close look at a draft contract to purchase the property. It was requested this be a Closed Session item on June 3)*
- Aquatic Center (Added 3/6/01)

7.2 SELECTION OF PARTICIPATING MEMBERS IN GRADUATION AND PROMOTION CEREMONIES

6/4, PHS, LHS Performing Arts Bldg., 6:00 p.m. = Paul Long
6/5, GEMS, GEMS Spirit Center & Courtyard, 9:00 a.m. = Marcia Harris, Nels Tahti
6/6, Sheridan, Sheridan School, 8:30 a.m. = Earl Mentze
6/6, LHS, McBean Park, 7:00 p.m. = Karen Roberts, Marcia Harris

Paul Long: Requested to be placed on the June 3rd agenda in regard to Farm Foundation and plans for a conservative trust.
Marcia Harris: Reported she and Mrs. Roberts had visited CCC and GEMS.
Nels Tahti: Appreciates the administration and teachers for what they have done in complying with direction given in the STAR testing procedure, however he is horrified at what students have to go through.
Karen Roberts: Announced the public invitation to the open house of the student built home at 642 J Street, May 23, 3:00-7:00 p.m.
Earl Mentze: Noted it was an honor to be here and is looking forward to how it all works out, and it will.

8. ESTABLISHMENT OF NEXT MEETING (S)

- The President established the following meeting(s):
  >June 3, 2003 Regular Meeting, 7:00 p.m., Performing Arts Building

9. ADJOURNMENT OF REGULAR SESSION

With no further business the meeting was adjourned at 10:30 p.m.

4.1.24

Karen Roberts, President

Marcia Harris, Clerk

Roger R. Yohe, Superintendent

Eva McGuire, Secretary to Superintendent

ADOPTED:

AYES:

NOES:

ABSENT:

ABSTAIN:

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4.1.25

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Regular Meeting of Board of Trustees
DATE: 5-20-03

ATTENDANCE REGISTER

1. Gus Nevarez COES
2. Karla Harder COES
3. Jen Suchomel Parent
4. Guy Suchomel Parent
5. Pam Soha CCC
6. Pam Kliewer Parent
7. Dave Kliewer Parent
8. Samantha Kenney
9. Linda Kenney
10. Marjorie Palmer
11. [illegible]
12. Ginny Henderson
13. [illegible]
14. [illegible]
15. Cheryll L. Morris
16. Carol Nelson
17. [illegible]
18. Michelle Spingola
19. [illegible]
20. Rhyne Hollett
21. [illegible]
22. Mary Boyle
23. [illegible]
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27. [illegible]
28. [illegible]
29. [illegible]
30. [illegible]
31. Mike Agnoppo - WPTA President
32. [illegible]
33. [illegible]
34. [illegible]
35. Marty Dibble
36. Darla K. Mayer
37. [illegible]
38. [illegible]
39. [illegible]
40. [illegible]
41. [illegible]
42. [illegible]
43. [illegible]
44. [illegible]
45. [illegible]
46. [illegible]

NOTE: Completion of this document is voluntary and not a precondition of attendance (54953.3 11124.)

4.1.26

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Regular Meeting of Board of Trustees

DATE: _____

ATTENDANCE REGISTER

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____ WPTA (V.P.)
13. _____
14. Lari Andrews
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
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NOTE: Completion of this document is voluntary and not a precondition of attendance (54953.3 11124.)

4.1.27

WESTERN PLACER UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF TRUSTEES
April 29, 2003, 6:30 P.M.
District Office Administrative Conference Room
810 J Street, Lincoln

MINUTES

BOARD MEMBERS PRESENT
Karen Roberts, President
Paul Long, Vice President
Marcia Harris, Clerk
Earl Mentze Member
Nels Tahti, Member

BOARD MEMBERS ABSENT
None

OTHERS IN ATTENDANCE
Roger R. Yohe, Superintendent

1. CALL TO ORDER

President Roberts called the meeting to order at 6:30 p.m. and immediately adjourned to Closed Session to discuss the listed item.

2. ADJOURN TO CLOSED SESSION

2.1 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, Chief Negotiator, Roger R. Yohe, Superintendent**

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

No action was taken in Closed Session in regard to Conference with Labor Negotiator.

4.1.28

4. ADJOURNMENT

With no further business, the meeting was adjourned at 9:07 p.m.

Karen Roberts, President

Marcia Harris, Clerk

Roger R. Yohe, Superintendent

Eva McGuire, Secretary to Superintendent

ADOPTED:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wpfiles\board\minutes\42903

4.1.29

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Trudy Wilson, Director
Business Services

ENCLOSURES:
Board Members only

MEETING DATE:
June 3, 2003

BACKGROUND:

- The Board of Trustees will consider action to approve the warrants paid since the May 6, 2003 approval.

SUPERINTENDENT'S RECOMMENDATION:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING

FACT SHEET

SUBJECT:

Ratification of Certificated Employment for the 2003/2004 School Year

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

The Board of Trustees will consider ratification of employment of:

Barret Hess – Ag Teacher (1.00) - LHS

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends ratification of employment of the individual listed above.

4.3a

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Certificated Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

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

Amy Perkins – 3rd Grade Teacher – CCC

SUPERINTENDENT'S RECOMMENDATION:

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

Boardfactsheet.doc

4.3 a.1

Amy Perkins
1525 Olympic Cir.
Rocklin, CA 95765

May 12, 2003

Bob Noyes
Director of Human Services
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

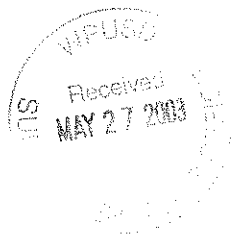
Dear Bob:

I am writing this letter to officially resign my position as a 3rd grade teacher at Carlin C. Coppin at the end of this school year. On March 11, 2003 I gave birth to a beautiful daughter. Though I have loved teaching in Western Placer for the last nine years, I feel that it is best for my new family that I take time off to raise our daughter.
I am so very thankful for all of the opportunities that Western Placer Unified has provided me. In the future I hope to be reapplying for another teaching position with you.
I will not forget the friendships and professional growth I've experienced as an employee of Western Placer Unified School District.

Sincerely,

Amy Perkins

Amy Perkins
3rd Grade Teacher
Carlin C. Coppin



cc: John Bliss

4.3 a.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

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

Superintendent
Roger R. Yohe

Board of Trustees
Marcia Harris
Paul Long
Earl Mentze
Karen Roberts
Nels Tahti

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

May 27, 2003

Amy Perkins
1525 Olympic Circle
Rocklin, CA 95765

Dear Amy:

I have accepted your letter of resignation from the Western Placer Unified School District. Your resignation as a Third Grade Teacher at Carlin C. Coppin Elementary School will be effective June 6, 2003.

On behalf of the Board of Trustees, I want to wish you much success in the future, and hope your enjoy your family now. Thank you for being a part of the Western Placer Unified School District.

Sincerely,

Roger R. Yohe, Superintendent
Western Placer Unified School District

RRY/em

Cc: Bob Noyes, Director of Human Services
Personnel File

Wpfiles\corres\resign

"PURSUIT OF EXCELLENCE"

4.3 a.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  Program Sign Off by S. Leaman ____ SBLT Involvement ____ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Requests for Maternity Leave/ Child Rearing

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

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

Susan Taxara – Title I Teacher/Assistant Principal - COE
Tami Jeffs – 2nd Grade Teacher - COE

SUPERINTENDENT'S RECOMMENDATION:

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

4.3
4.4

Creekside Oaks Elementary School

Western Placer Unified School District
"Excellence in Education"

May 23, 2003

Board of Trustees,

Under Article VIII, Sections D(1) and D(2) of the Western Placer Teachers Association contract, I am requesting child rearing leave beginning the first contract day in August 2003 through the first day of the second trimester in November 2003.

Sincerely,

Susan Taxara

Susan Taxara
Creekside Oaks Elementary

2030 First Street
Lincoln, CA 95648

Kenneth S. Gammelgard
Principal

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

4.3 a.5

Tami Jeffs
Creekside Oaks
Second Grade

To whom it may concern,

May 27, 2003

I am writing to request my Maternity Leave. My child's due date is August 12, 2003. My plan is to stay home from in the beginning of the 2003 school year and be returning to work on November 1, 2003. It is difficult to calculate exactly how many days of school I will be out due to the fact a school calendar for 2003-2004 has not yet been adopted and children can be born early, on time, or late. Therefore, I would like to use all of my 39 days of Sick Leave and then for the remaining days (15 +/- days until Nov. 1) I will use the Child Rearing Leave and pay for my substitute's daily rate.

Thank you,

Tami Jeffs

4.3
a.6

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of Classified Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

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

Virginia Hofman, School Bus Driver/Kitchen Helper – LHS

SUPERINTENDENT'S RECOMMENDATION:

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

Boardfactsheet.doc

4.3 b

Virginia Hofman
3601 Manzanita Road
Lincoln, California 95648

May 12, 2003

Bob Nelson
Transportation Coordinator
Western Placer Unified School District
2705 Nicolaus
Lincoln, California 95648

Dear Bob Nelson:

I hereby resign from my position as School Bus Driver and Kitchen Helper, effective June 30, 2003. I am leaving this employment because of the following:

- My family and I are moving out-of-state.

Sincerely,

Virginia L. Hofman

Virginia Hofman

RECEIVED
MAY 27 2003
SUPERINTENDENT'S

4.3 b.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

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

Superintendent
Roger R. Yohe

Board of Trustees
Marcia Harris
Paul Long
Earl Mentze
Karen Roberts
Nels Tahti

Asst. Superintendent, Business Services
Jay M. Stewart

Asst. Superintendent, Educational Services
Scott Leaman

Director, Human Services
Robert Noyes

May 27, 2003

Virginia Hofman
3601 Manzanita Road
Lincoln, CA 95648

Dear Virginia:

I have accepted your letter of resignation from the Western Placer Unified School District. Your resignation as a School Bus Driver and Kitchen Helper will be effective June 6, 2003.

On behalf of the Board of Trustees, I want to wish you much success in the future. Thank you for being a part of the Western Placer Unified School District.

Sincerely,

Roger R. Yohe, Superintendent
Western Placer Unified School District

RRY/em

Cc: Bob Noyes, Director of Human Services
Personnel File

Wpfiles\corres\resign

"PURSUIT OF EXCELLENCE"

4.3 b.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Dan G. Electric's Bid of $104,000 for Electrical Upgrades at Lincoln High School.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

No

BOARD MEETING DATE:

June 03, 2003

BACKGROUND:

Dan G. Electric was the low bidder for the electrical upgrade project at Lincoln High School. The project is being paid out of the District's $148,040 Federal Renovation Grant.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Dan G. Electric's bid of $104,000 for electrical upgrades at Lincoln High School.

REPORTS

AND

COMMUNICATION

INFORMATION

DISCUSSION

ACTION ITEMS

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Horizon Instructional Systems' Charter Renewal

AGENDA ITEM AREA:
ACTION

REQUESTED BY:
Roger R. Yohe, Superintendent

ENCLOSURES:

MEETING DATE:
June 3, 2003

BACKGROUND:

•Luanne Boone, Executive Director of Horizons Instructional Systems reviewed with the Board of Trustees the plans for its charter renewal with the District at the last board meeting. The Board of Trustees will consider action to approve a five-year charter renewal for Horizons Instructional Systems.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the charter renewal as presented by Luanne Boone, Executive Director of H.I.S. on May 20, 2003.

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7.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Preliminary Budget Development, 2003-2004.

SUBJECT AREA:

Information/
Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

June 03, 2003

BACKGROUND:

The attached FY 2003-04 Projected Budget represents the District's initial estimate of next year's budget, and then an update based on information received from the Governor's May Revise and additional information received through the budget development process. Assuming that the beginning balance remains the same, and that the Governor's projections do not change between now and the time the State adopts its budget, the District is anticipating a $1,459,434 shortfall. Total Expenditures are projected to exceed the Total Beginning Balance & Revenues by $354,706. Added to this deficit is the District's Revolving Cash reserve of $2,000, the $50,000 textbook reserve, and the State required three percent reserve for Economic Uncertainties which equals $1,052,728.

In order to meet the State's statutory requirement for a balanced budget by June 30, the existing programs on the Evaluation Matrix were reviewed and adjusted to reflect proposed reductions. The following is the summary of reductions:

Maintenance Operating Budget	29% Reduction	$100,000
Custodial Operating Budget	20% Reduction	25,120
9-12 Discretionary Budgets	15% Reduction	16,688
Miller-Unruh	100% Reduction	99,513
K-5 Discretionary Budgets	10% Reduction	9,660
District Office Discretionary Budget	30% Reduction	26,490

7.2

6-8 Discretionary Budget	10% Reduction	5,999
Custodial Subs and Overtime	50% Reduction	29,833
Instructional Staff Development	33% Reduction	15,000
Fiscal Services Discretionary Budget	50% Reduction	15,100
Clerical Subs and Overtime	50% Reduction	13,250
Maintenance Subs and Overtime	50% Reduction	12,150
Board of Trustees Discretionary Budget	50% Reduction	8,750
Public Relations	10% Reduction	1,000
Marketing	100% Reduction	5,000
Lincoln High School Athletics	66% Reduction	10,000
Lincoln High School SBLT	50% Reduction	5,000
Special Education Teacher Allocation	50% Reduction	4,675
Human Resources Discretionary Budget	25% Reduction	2,500
Home Hospital/IS	50% Reduction	4,500
Special Education Operations	20% Reduction	1,330
Phoenix High School	10% Reduction	500
Lincoln High School North	100% Reduction	3,000
Ag Special Programs	40% Reduction	3,300
Total Proposed Evaluation Matrix Reductions		$418,358

In addition to the Evaluation Matrix, three other areas were added to help address the deficit:

Increase Home-to-School Transportation and Field Trip Fees	$ 10,000
Reduction of 1.00 FTE District Maintenance Worker	58,395
Installation of Trash Compactors	40,000
Total	$108,395
Grand Total Proposed Reductions	$526,753

The balance of the deficit, approximately $917,178, will be addressed in the form of an interfund transfer from the District's Special Reserve Fund.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends that the Board of Trustees approve the proposed FY 2003-04 budget actions.

7.2.1

FY 2003-04 PROJECTED BUDGET

OBJE CODE	DESCRIPTION	FY 2003-04 PROJECTED BUDGET	FY 2003-04 PROJECTED BUDGET
	eginning Balance	842,092	842,092
	evenues:		
8010-8	evenue Limit Sources	27,350,954	27,578,296
8100-8	ederal Revenues	1,152,746	1,402,066
8300-8	tate Revenues	2,734,478	2,909,742
8600-8	ocal Revenues	1,697,950	2,004,020
	otal Revenues	32,936,128	33,894,124
	otal Beginning Balance & Revenues	33,778,220	34,736,216
	xpenditures:		
1000-1	ertificated Salaries	13,416,411	13,570,057
2000-2	lassified Salaries	3,542,615	3,762,507
3000-3	mployee Benefits	4,872,986	4,594,036
4000-4	ooks and Supplies	1,505,188	1,575,723
5000-5	ontracted Services	1,929,926	2,124,244
6000-6	apital Outlay	0	29,995
7000-7	ther Outgo	9,433,099	9,434,360
	otal Expenditures	34,700,225	35,090,922
	nding Balance	-922,005	-354,706
	omponents of Ending Fund Balance:		
	evolving Cash	2,000	2,000
	extbook Reserve	0	50,000
	conomic Uncertainties (3%)	1,041,007	1,052,728
	otal Reserves	1,043,007	1,104,728
	UND BALANCE	-1,965,012	-1,459,434

7.2.2

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Maintenance Operating Budget	This budget supports operational expenses for the major maintenance and repair of District facilities.	8	5	5	0	0	0	18	$340,200	$100,000
K-3 Class Size Reduction	The State provides incentive funding to provide 20:1 student/teacher ratios for grades K-4.	4	0	0	0	10	5	19	$336,354	$0
Extracurricular Activities	Salaries and benefits associated with extracurricular activities such as Woodleaf, athletics, yearbook, cheerleading, band, and agriculture.	8	0	0	0	5	0	13	$187,333	$0
Transportation Operating Budget	This budget supports the maintenance and safety of the District's bus and vehicle fleet.	8	0	5	0	0	0	13	$136,993	$0
Custodial Operating Budget	This budget supports operational expenses for the cleaning and minor maintenance of the District's schools.	8	0	5	0	0	0	13	$125,600	$25,120
9-12 Discretionary Budgets	This budget supports discretionary spending for the high schools. Funding is based on multiplying the school's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA. The per pupil amount for FY 2003-04 is $109.50.	3	0	0	0	10	0	13	$111,255	$16,688
Miller-Unruh	The District has three (3) Miller-Unruh positions partially supported by the State. The District also supports an additional half-time position at Sheridan School.	4	0	0	0	10	5	19	$99,513	$99,513

2.2.3

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
K-5 Discretionary Budgets	This budget supports discretionary spending at the elementary schools. Funding is based on multiplying the school's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA. The per pupil amount for FY 2003-04 is $52.76	4	0	0	0	10	0	14	$96,608	$9,660
District Office Discretionary Budget	Operations include office supplies, travel and conferences, District dues and memberships, communications, contracts, employee advertisements, copier expenses, and office equipment	8	5	5	0	0	0	18	$88,300	$26,490
6-8 Discretionary Budgets	This budget supports discretionary spending for the high schools. Funding is based on multiplying the school's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA. The per pupil amount for FY 2003-04 is $52.76 for sixth grade and $73.64 for seventh and eighth grade.	2	0	0	0	10	0	12	$59,994	$5,999
Custodial Substitutes and Overtime	This budget supports day-to-day and long-term substitute costs and overtime expenses.	8	0	0	0	0	0	8	$59,665	$29,833
District Technology Discretionary Budget	This budget supports the District's technology program in terms of equipment replacement and repair, software upgrades, and the installation of infrastructure.	8	0	0	0	5	0	13	$56,200	$0

7.2.4

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Textbook Reserve	Funds are allocated for the adoption and support of instructional materials.	8	0	0	0	15	5	28	$50,000	$0
Legal Expenses	Legal expenses include the costs generated from collective bargaining, special education, and general district issues that require legal support.	8	5	5	0	0	0	18	$50,000	$0
Instructional Staff Development	Activities such as certificated and classified staff development, in-services, technology, administrator training, the purchase of supplies and services, and addressing site requests are charged to this budget.	8	5	0	0	5	0	18	$45,000	$15,000
Copy Machine Rentals	The District pays for fifty percent (50%) of the baseline copy machine expense for Carlin C. Coppin Elementary, Creekside Oaks Elementary, First Street School, Sheridan School, and Phoenix High School.	5	0	0	0	10	0	15	$31,260	$0
Fiscal Services Discretionary Budget	Office supplies, employee benefits management, contracts, travel and conferences, communications, and office equipment are charged to this budget.	8	5	5	0	0	0	18	$30,200	$15,100
Clerical Substitutes and Overtime	This budget supports day-to-day and long-term substitute costs and overtime expenses	8	0	0	0	0	0	8	$26,500	$13,250
Alternative Learning Center	This center located on the Glen Edwards Middle School campus serves as an "on-campus" suspension areas where teachers can place students.	1	0	5	0	5	0	11	$25,734	$0

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Maintenance Substitutes and Overtime	This budget supports day-to-day and long-term substitute costs and overtime expenses	8	0	0	0	0	0	8	$24,300	$12,150
CAL-SAFE Program	Program supports infant and child care activities and education.	1	0	0	0	5	0	6	$17,552	$0
Board of Trustee's Discretionary Budget	Funding is provided to address expenses associated with board member travel, conferences, workshops, District dues and memberships, and supplies.	8	0	0	0	0	0	8	$17,500	$8,750
Pupil Testing Services	Costs associated with assessments, including STAR, CBM, and CAHSEE are charged against this budget.	8	5	0	0	5	0	18	$15,000	$0
Public Relations/Marketing	This program was funded to help publicize the District by developing brochures, literature, and logos. $10,000 of this budget is directed towards the Lincoln Volunteer Center.	8	0	0	0	0	0	8	$15,000	$6,000
Lincoln High School Athletics	The Board of Trustees established this budget to help defray the costs of safety equipment.	1	0	5	0	0	0	6	$15,000	$10,000
Counseling Interns	School psychology interns from California State University - Sacramento assess and assist with special education students. This program helps reduce the school psychologist's work load and allows them more time to directly assist students and teachers.	8	5	0	0	5	0	18	$15,000	$0

A.2.4

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Board of Trustee's Stipends	Each board member receives a monthly stipend of $240.	8	0	0	0	0	0	8	$14,400	$0
Visual and Performing Arts (VAPA)	This budget supports the art plan through additional allocations to elementary and elective art teachers based on the expense of delivering art as a core subject.	8	0	0	0	10	5	23	$12,545	$0
Lincoln High School SBLT	Lincoln High School does not receive State funding for School Improvement Program (SIP). Therefore, this budget was established by the Board of Trustees to provide an operating budget for the Lincoln High School SBLT.	1	0	0	0	5	0	6	$10,000	$5,000
Human Resources Discretionary Budget	This budget supports office supplies, travel and conferences, communications, and employee advertisements.	8	5	5	0	0	0	18	$10,000	$2,500
Special Education Teacher Allocation	$550 per Special Education instructor is allocated for day-to-day operational expenses.	8	0	0	0	10	5	23	$9,350	$4,675
Home-Hospital/Short-term Independent Study	Salaries and benefits associated with the Home-Hospital program, primarily at Phoenix High School, and the Glen Edwards Middle School short-term independent study program are charged against this budget.	2	5	0	0	10	5	22	$8,905	$4,500

A.2.7

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Independent Study Discretionary Budget	This budget supports discretionary spending for the District long-term independent study program. Funding is based on multiplying the school's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA. The per pupil amount for FY 2003-04 is $109.50. A $4,500 supplement is added to pay for copier expenses.	8	5	0	0	10	5	28	$6,690	$0
Special Education Operations	The budget represents an additional supplement to help cover expenses associated with the Special Education program.	8	0	0	0	0	5	13	$6,650	$1,330
Kindergarten Class Size Reduction Support	$500 per teacher is allocated to kindergarten teachers.	4	0	0	0	10	5	19	$6,500	$0
Psychological Services Discretionary Budget	This budget support the District's psych services program. Funding is based on multiplying the District's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA.	8	5	0	0	5	0	18	$5,591	$0
Health Services Discretionary Budget	This budget support the District's health services program. Funding is based on multiplying the District's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA.	8	0	0	0	5	0	13	$5,591	$0
Phoenix High School	This budget is based on a Necessary Small Continuation School Supplement.	1	0	0	0	10	0	11	$5,000	$500

8.2.11

FY 2003-04 BUDGET DEVELOPMENT
EVALUATION MATRIX
EXISTING PROGRAMS

PROGRAM	DESCRIPTION	NUMBER OF SITES AFFECTED	LEGALLY MANDATED	SAFETY	FINANCIAL IMPACT ON PARENTS	CORE/ SUPPLEMENTAL/ EXTRA CURRICULAR & OTHER	CLASSROOM/ CLASSROOM SUPPORT	TOTAL POINTS	DOLLAR AMOUNT	PROPOSED REDUCTION
Health Services Support (Pupil Testing)	Funding is allocated to the Health Services program to help offset the costs associated with outside agencies who administer mandated student testing services.	8	5	0	0	5	0	18	$4,500	$0
Lincoln High School North	This budget is based on a Necessary Small Continuation School Supplement.	1	0	0	0	10	0	11	$3,000	$3,000
Farm - Special Projects	Supports school farm activities.	1	0	0	0	5	0	6	$3,000	$0
Ag - Special Projects	Supports school farm activities.	1	0	0	0	5	0	6	$2,500	$500
Attendance & Welfare Discretionary Budget	This budget supports the District's attendance & welfare program. Funding is based on multiplying the District's CBEDS enrollment by a per pupil factor. The per pupil factor is increased each year by the prior year's COLA.	8	5	0	0	5	0	18	$1,919	$0
Ag Chemistry Discretionary Budget	Supports school farm activities.	1	0	0	0	10	5	16	$1,500	$1,500
Ag Biology - Special Projects	Supports school farm activities.	1	0	0	0	10	5	16	$800	$800
Natural History	Supports school farm activities.	1	0	0	0	10	5	16	$500	$500

A.2.a

Western Placer Unified School District

District Dues and Memberships

Association of California School Administrators	$ 2,893.39
California Association of School Business Officials	300.00
California School Boards Association	7,610.00
Central Valley Personnel Study	25.00
Coalition of Adequate School Housing	387.00
Lincoln Chamber of Commerce	75.00
National School Boards Association	1,950.00
Placer County School Boards	50.00
Total District Dues and Memberships	$13,290.39

7.2.9A

May 27, 2003

To: The Western Placer USD Board of Trustees and
Mr. Roger Yohe, Superintendent

For your review, we are submitting information regarding the Miller-Unruh reading program that is currently in place at Creekside Oaks Elementary School, First Street School, and Carlin C. Coppin Elementary School.

The intent of the Miller-Unruh program is to successfully identify students at-risk for reading failure and provide intensive, high quality instruction that remediates poor, struggling readers. Early intervention from highly trained reading specialists, with a sound research based instructional program, is the key for these students to become successful readers.

Ramifications resulting from the elimination of the Miller-Unruh program can include:

1. the loss of early intervention strategies for struggling readers
2. loss of reading instructional minutes
3. lower performance on local and state performance assessments such as CBM, CAT-6, STAR, and CRLP.

We strongly believe that elimination of the program would have a detrimental effect on struggling students and their ability to learn how to read, which is key to their success in school.

Thank you for your consideration into this matter.

Sincerely,

Melissa Munno
First Street School
Miller-Unruh Teacher

Maxine Palmer
Carlin C. Coppin
Miller-Unruh Teacher

Karen Wold
Creekside Oaks
Miller-Unruh Teacher

7.2.10

Miller-Unruh Reading Program at First Street School

Quality of Program and Instruction

The success of the Miller-Unruh program at First Street School is based on several beliefs and practices that place emphasis on increasing student achievement:

1. highly qualified classroom teacher with a Master of Arts in Language and Literacy **and** a Reading and Language Arts Specialist credential
2. coordinated services among reading specialist, classroom teachers, and parents
3. additional reading minutes added to students's instructional day.
4. solid pedagogical foundation, curriculum design, and delivery of instruction
5. frequent and periodic assessments to target deficiencies and to promote success.

Student Data

The following is a summary of student successes in the Miller-Unruh program at First Street School. Please note:

1. increased reading fluency at 2nd grade for every student with an average increase of 36 words per minute
2. more than 50% of 2nd grade students met and/or exceeded their grade level benchmarks on CBM
3. 50% of 1st grade met their grade level benchmark in letter/sound recognition (BPST)
4. virtually all 1st grade students met and/or exceeded the benchmarks in phonemic awareness and high frequency word reading.

9.2.11

First Street School
1st Grade CRLP and CBM Data

Name	BPST	Phonemic Awareness: Blending & Segmenting	High Frequency Word Reading	CBM Scores: Winter & Spring (wpm)
Student # 1	68*	10/10	100	52-62
Student #2	62*	10/10	99	29-
Student #3	52	/5	98	23-44
Student #4	64*	9/10	99	26-46
Student #5				-24
Student #6				15-47
Student #7	57	10/10	100	20-31
Student #8	71*	10/10	100	52-54
Student #9	63*	10/10	65	23-44
Student #10	74*	10/10	100	39-70
Student #11	74*	10/10	180	21-50
Student #12				5-27
Student #13	45	10/8	100	22-45
Student #14	48	10/10	100	23-47
Student #15	65*	10/10	99	15-40
Student #16	52	10/9	98	15-55
Student #17	65*	10/10	100	22-38
Student #18	54			13-29
Student #19	56			22-41
Student #20	50			18-43
Student #21	68*			24-
Student #22	55			14-47
Student #23	50			18-46

*Grade level BPST: 60

7.2.12

First Street School
2nd Grade CBM Scores

Student	Fall	Winter	Spring	Gains
Student #1	77	69	107*	**+30 wpm**
Student #2	54	70	97*	**+43 wpm**
Student #3	62	71	90*	**+38 wpm**
Student #4	76	86	86*	**+10 wpm**
Student #5	23	66	85*	**+62 wpm**
Student #6	59	55	64	**+5 wpm**
Student #7	29	29	67	**+45 wpm**
Student #8	18	44	106*	**+88 wpm**
Student #9	40	56	85*	**+45 wpm**
Student #10	47		75	**+28 wpm**
Student #11	21	44	57	**+36 wpm**
Student #12	28	33	49	**+21 wpm**
Student #13	26	32	49	**+23 wpm**
				Average gain: 36 wpm

*Grade level CBM: 80 words per minute

7.2.13

(Speech delivered at the Board Meeting May 20th, 2003.)

Dear School Board Members,

My name is Maxine Palmer and I am currently a Miller-Unruh Reading teacher at Carlin C. Coppin School. I have been a Miller-Unruh teacher now for five years. What I am about to say is on behalf of the students I serve in this program.

This program at Coppin serves 50 to 60 of the most at-risk and reluctant readers in the first and second grades each year. These are students that have made little or no progress in the regular classroom. Using the techniques learned from three years of Reading Recovery training, this program has been able to bring 90-95% of these students up to grade level in reading by the end of second grade. Students in this program make 1 1/2 to 2 years of growth in reading in 1 year. That is called accelerated growth and is the mark of an effective program.

The untrained observer might think that anyone could listen to students read and achieve the same results. This same person might suggest having volunteers or classroom aides paid with Title 1 funds perform these same tasks. These volunteers and aides might be someone very much like yourselves. Let me ask you then--

Would you know what to do for a student who knows some letter names or sounds one day but not the next? I would.

Would you know what to do for a student who has many letter confusions, reads words backwards, or is "inventing text" instead of reading? I would.

Would you know how to assess students using multiple assessments to determine their precise reading level and to identify the ineffective reading strategies they are using? I would and I know techniques for correcting these ineffective strategies.

Would you be able to identify the most appropriate book for that child and be able to tell why it offers the support that child needs to be successful at reading? I would.

7.2.14

Visitors have come in to observe lessons and when a student misread a word and I didn't immediately correct them, they would tell them the word, thinking I had not noticed. When in reality, I was waiting for that student to get to the end of the sentence to see if he/she noticed it did not make sense and go back to self-correct. If the student had gone on without correcting it, I would have said, "Did that make sense?"

This prompt cues the student to go back, find the error themselves and correct it. After doing this a few times, students will begin to "hear" that prompt in their heads and stop themselves. At that point, you praise them for self-correcting. In this way, you are training the student to monitor their own reading and to become an independent reader.

This is just one example of the many series of prompts and praises used to change ineffective behaviors and encourage effective reading behaviors.

The more than 200 hours of intense Reading Recovery training I received over a period of three years gave me powerful skills of observation, diagnosis and intervention.

The students served in the Miller-Unruh reading program need a skilled teacher trained in reading intervention methods to identify their needs and to provide appropriate remediation. Any thing less will not get the same results.

As a Board, you have been strong supporters of the Miller-Unruh program and your support has been greatly appreciated..

For the sake of these students, please continue this support.

Thank you.

7.2.15

Creekside Oaks School
2030 First Street
Lincoln, California 95648
May 25, 2003

Dear Mr. Yohe and The Western Placer School Board,

I am writing on behalf of the Miller Unruh Reading Program. Whether we lose the funding from the state or not, I think we need to find some way to continue the program as long as we have children reading below grade level.

In Every Child A Reader, written by the California Reading Task Force, it states that we must have an intervention program that is both intense and extensive in the amount of practice in reading and writing. These early intervention programs are essential so that children do not slip through the cracks of reading difficulty into reading failure. It also says that children experiencing serious reading difficulties should be helped by personnel who are highly trained in well researched reading instruction programs.

Many students having reading problems, that could be prevented, will now placed in special education. Before students with reading problems are referred for special education, a series of in-class and out-of-class short-term interventions should be utilized. Special education resources can then focus on those students who truly have long-term, ongoing special needs.

In order to identify children who need extra help in building a sound foundation for literacy learning, all the children that were working below grade level in kindergarten, and all new children entering first grade are given a series of test. After the tests are given, the children are ranked. The children with the lowest scores in all areas are the ones considered for the Miller Unruh reading program. The team also looks at the second graders who are still working below grade level, and still in need of short-term support. A team of teachers, along with the principal or vice principal make the final decision as to which children are placed in the program.

As the reading instructor, I design a program that begins where the child is, and not where the curriculum or other students might be. Daily systematic instruction is important. I strive to make the child independent of me and I never do for the child anything that I can teach him/her to do on his/her own. This program is intended to help children learn to monitor their own reading; to develop the habit of rereading a word, phrase, or passage when unclear; to know not only that they can discover new words and meanings but also that they can crosscheck their discoveries, confirming or correcting them on their own; and to develop a strong sense of how to

7.2.16

search deliberately and methodically for information in letter sequences, word sequences, or meaning when needed. My goal is to help the student understand the nature of text and reading.

Low achievers cannot profit from whole class instruction as easily as well-prepared children in the early years of school. We need this individual, systematic program. If instruction is flexible enough to respect individuality in the first stages of new learning, it can bring children gradually to the point where large group instruction can proceed effectively, with little confusion. Small group instruction is the only practical way of working with children who have **extreme** difficulty in learning to read.

All of this might sound like an expensive approach, but has been proven to be economical for two reasons. First, many children move through the program very quickly, an average of 20 weeks, and their places are taken by other children. Second, after leaving the program almost all the children have been able to move forward with average children in their classes. I have been monitoring my students over the past 10 years and very few have needed further help. There is, therefore a savings of special education cost.

After reviewing my statistics over the past years, 50% of my students show a growth of 1 ½ to 2 years; 25% of my students have a growth of 1 to 1 ½ years; 25% of my students show growth of less than a year. The ones in the below average group are the students we need to consider for special education. Without this reading program, we might consider all of these children for special education. I average 50 students a year in my program, and over a 10 year period we a talking about 500 students. Numbers this high we cannot ignore.

In planning for the school year, 2003-2004, we need to keep this information in mind. I do not know where we can get the money, but I feel this is so important that we need to do anything and everything to see that we do not lose this program. With the number of children with reading problems at our schools, we need to be training more teachers in reading not eliminating the ones we have.

Thank you for your continued support in this program.

Sincerely,

Karen Wold

Karen Wold

7.2.17

PART I

GOALS AND OBJECTIVES FORM

I. GOAL STATEMENT

Karen Wold

To implement a comprehensive and successful reading intervention program for first and second grades

November, 2002

II. WHAT ARE THE OBJECTIVES?	III. WHAT ARE THE ACTIVITIES?	IV. WHAT ARE THE INDICATORS OF SUCCESS?
1. First Grade students will participate successfully in the Miller Unruh Early Intervention reading program	1.a.We will meet in groups of 5 or 6 students for 45 minutes each day, Monday through Friday b. We will work on reading and writing skills. Each day we will reread old familiar books, introduce a new book and do writing in our journals. We will work on phonics, syntax, semantics, graphic cues,	1.a.Teacher observation b. Running records c. Journal writing d. Students will be able to read familiar books fluently. e. Running records will indicate that students will progress through the reading levels with 90% accuracy or better. f. Fluency on that book will improve.

4.2.18

		g. CRLP scores will improve. h. CBM scores will improve
	Comprehension, and fluency in reading and writing. c. Students will be assessed daily by use of running records. d. Each evening the children will have 10-15 minutes of homework, that will include reading at least one book and his story from school that day.	
2. Second grade students will go through the intervention reading program. 3. Will participate in more extra activities for the improvement of the school and the betterment of	2. The activities are the same but tailored to students needs. 3. Work with Tami Jeffs on the SELDT and STAR testing, help	2. a. The indicators of success are the same as above. b. Slosson scores will improve. 3. The meetings will run smoothly in regards to my

all the students at COES	Mr. Wade and Mrs. Holland with their CRLP testing, continue on the SST team, continue as BTSA support person for Ms. Gardner, try to find a grant for Asilomar, and one for staff development, and work on any other communities that may need extra help and as time permits	participation. Wade and Holland's testing will be completed three (3) times this year, grants will be written and accepted. I will feel positive, productive, and professional.

Original - Personnel File, November, 2002
Copy- Evaluatee

Evaluatee: Lorie Bluett Date: _____

Copy - Evaluator

Evaluator: _____ Date: _____

7.2.20

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve the Agreement for Purchase and Sale Real Property and Escrow Instructions for the Twelve Bridges Elementary School Site.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

June 03, 2003

BACKGROUND:

Attached for the Board of Trustee's review and consideration is the Land Purchase Agreement for the elementary school site located at 2450 Eastridge Drive within the Twelve Bridges development. The purchase price for the 11.07-acre site is $2,525,000, or $228,094 per acre. The most recent appraisal, dated May 21, 2003, valued the land at $317,593 per acre. A $206,000 storm drainage improvement holdback was added on to the purchase price to account for site improvements performed by the seller. The cost of the school site will be funded from the District's Certificate's of Participation which were issued for property acquisition. Under the State's current school construction program, fifty percent of the purchase price will be reimbursed to the District.

SUPERINTENDENT'S RECOMMENDATION:

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

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

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of June __, 2003 (the "Effective Date"), by and between PLACER HOLDINGS, INC., a California corporation ("Seller"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("Buyer").

RECITALS

A. Seller owns that certain real property (the "Real Property") located in the City of Lincoln (the "City"), County of Placer (the "County"), State of California, as more particularly described on Exhibit "A" attached hereto. The Real Property consists of approximately 11 acres.

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

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

AGREEMENT

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

1. PURCHASE AND SALE

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

1.2 Purchase Price. The total purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Subject Property shall be an amount equal to Two Million Seven Hundred Thirty-One Thousand and No/100 Dollars ($2,731,000.00). On or before the Outside Closing Date (as defined below), provided all of Buyer's conditions precedent to the Closing have been satisfied and Seller has timely deposited the items as described in Section 4.3, Buyer shall pay into the Escrow Account (as defined in Section 2.1 below) for the benefit of Seller by public

7.3.1

warrant or by wire transfer of funds the entire amount of the Purchase Price, as required to close the Escrow Account.

1.3 Street Improvements Holdback. On the Closing Date (as defined below), Escrow Holder shall withhold from Seller's proceeds, an amount equal to the estimated cost to complete the Street Improvements as of the Closing Date (the "Street Improvements Holdback"), as determined by Terrance E. Lowell Associates (the "Civil Engineer"). Upon the completion of the Street Improvements pursuant to Section 9.2 below, Escrow Holder shall release the Street Improvements Holdback to Seller.

1.4 Storm Drainage Improvements Holdback. In the event that the Storm Drainage Improvements (as defined in Section 9.5 below) have not been completed by the Outside Closing Date, then on the Closing Date, Escrow Holder shall withhold form Seller's proceeds, an amount equal to Two Hundred Six Thousand and No/100 Dollars ($206,000.00) (the "Storm Drainage Improvements Holdback"). Except with respect to amounts released to Buyer pursuant to Section 9.5(c) below, upon the completion of the Storm Drainage Improvements pursuant to Section 9.5(d) below, Escrow Holder shall release the Storm Drainage Improvements Holdback to Seller.

2. ESCROW

2.1 Escrow Holder. All amounts of money paid by Buyer hereunder shall be paid into an interest bearing escrow account (the "Escrow Account") to be established and maintained with First American Title Company, 2200-A Douglas Boulevard, Suite 120, Roseville, California 95661, Attn: Gary Houser (the "Escrow Holder") in accordance with this Section 2.1.

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

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

3. ACTIONS PENDING CLOSING

3.1 Title Review.

(a) Preliminary Title Report and Review. Buyer has received and reviewed a copy of that certain Preliminary Title Report Order No. 5130355 concerning the Subject Property

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dated September 11, 2002, issued by Escrow Holder, as well as copies of all documents relating to title exceptions referred to therein (collectively, the "Preliminary Title Report"). Buyer hereby approves the title exceptions set forth in the Preliminary Title Report.

(b) Permitted Exceptions. For purposes of this Agreement, those exceptions set forth in the Preliminary Title Report and those additional exceptions to title that Buyer approves in writing or to which Buyer acquiesces pursuant to Section 3.1(c) below are referred to as the "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller agrees to discharge and remove, or in the case of any mechanics liens, discharge or bond over as required to enable the title company to delete or insure over said lien, at Seller's sole expense, prior to or concurrently with the Close of Escrow, (i) any mortgage or deeds of trust recorded against the Subject Property or any part thereof, (ii) any mechanic's liens recorded against the Subject Property or any part thereof which are based on labor or materials contracted for by or on behalf of Seller, and (iii) any other monetary liens recorded against the Subject Property or any part thereof prior to the Close of Escrow that may be released by the payment of money.

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

3.2 Investigation and Approval of the Subject Property. Over a period of time prior to, but not later than, the Effective Date, Seller has delivered to Buyer with complete copies of all studies, reports, agreements, documents, plans, permits and entitlements in Seller's possession concerning the Subject Property and its improvement and development, including but not limited to all available engineering drawings, soils reports, site history investigations, toxic or hazardous materials investigations or reports, planning studies, and title reports (collectively the "Reports"). Prior to the execution hereof, Buyer has had an opportunity to review and inspect the suitability of the Subject Property for Buyer's use and development, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, the status of the entitlements of the Subject Property, the amount and terms of any bonds, assessments, infrastructure fees, park fees, and Mello-Roos or other special taxes, fees, districts and improvement obligations affecting the Subject Property, the presence of Hazardous Substances

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(as defined in Section 11.1 below), and the physical condition of the Subject Property (collectively, the "Feasibility Matters"), and hereby approves any and all of the Feasibility Matters. Except for Seller's express covenants, representations and warranties herein, Buyer shall rely solely on its own review of the Reports, its own investigation of the Subject Property and upon its own analysis of the Feasibility Matters. Without limiting the generality of the foregoing, Buyer has made its own independent decision as to the suitability of the Subject Property for its purposes and in the process of forming such decision has not relied on any past, present or future oral representation regarding the Subject Property made by Seller or any representative or agent of Seller, except as expressly set forth in this Agreement.

4. CLOSING

4.1 Closing Date.

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

(b) Outside Closing Date. Provided that this Agreement is not earlier terminated pursuant to the terms hereof, and provided that all other conditions set forth in Section 5 below have been satisfied or waived, the Close of Escrow shall occur on or before August 1, 2003, or as such may be extended pursuant to Section 3.1(c) above (as so extended, the "Outside Closing Date").

4.2 Escrow Fees/Costs/Prorations at Closing.

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

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

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

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

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

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

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

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

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

(e) Memorandum of Post-Closing Obligations. A Memorandum of Post-Closing Obligations (the "Memorandum"), which Memorandum shall be in the form attached hereto as Exhibit "D"; and

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

4.4 Buyer's Closing Documents. Provided that Seller has complied with all of the terms and conditions of Section 5.1, Buyer shall deposit one (1) fully executed and acknowledged counterpart original of the Grant Deed and the Memorandum, together with the Purchase Price plus Buyer's escrow fees and other cash charges with Escrow Holder no later than one (1) business day before the Closing Date.

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

4.6 Escrow Cancellation Charges. If the Closing does not occur because of the default of a party hereto, the defaulting party shall bear all Escrow Cancellation Charges, as defined herein. If the Closing does not occur for any reason other than the default of a party, then Buyer and Seller shall each pay one-half (1/2) of any Escrow Cancellation Charges. As used herein, "Escrow Cancellation Charges" means all fees, charges and expenses incurred by Escrow Holder or third parties engaged by Escrow Holder including, but not limited to, any expenses related to the issuance of the Preliminary Title Report and other title matters.

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5. CONDITIONS TO CLOSE OF ESCROW.

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

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

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

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

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

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

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

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

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

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representations, Warranties and Covenants. In addition to any representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement and as of the Closing Date, the following statements set forth in this Section 6.1. For purposes of this Section 6.1, the phrase "Seller's actual knowledge" means the current actual knowledge of Paul L. Lam and Don Riolo, without any independent investigation and without any implied, imputed or constructive knowledge of such individuals or any other individual.

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

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

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

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

(e) Hazardous Substances. Based on Seller's actual knowledge, Seller has not received any written notice from any federal, state or local governmental agency that the Subject Property is in violation, or has been or known to be currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Subject Property including, but not limited to, soil and groundwater conditions; to Seller's actual knowledge, neither Seller nor any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Subject Property or transported to or from the Subject Property any Hazardous Substance (as defined in Section 11.1 below); to Seller's actual

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knowledge, there has been no discharge, migration or release of any Hazardous Substance from, into, on, or under the Subject Property; and to Seller's actual knowledge there is not now, nor has there ever been on or in the Subject Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. If at any time prior to Close of Escrow, Buyer determines that any of the conditions involving Hazardous Substances herein referenced have occurred and are continuing, and materially and adversely affect Buyer's ability to develop the Subject Property, and such conditions were not otherwise disclosed to Buyer prior to the Effective Date, Buyer may at its option terminate this Agreement by delivering written notice to Seller and Escrow Holder. Seller hereby assigns to Buyer, effective only as of the Close of Escrow all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of a Hazardous Substance in, at, on, under or about the Subject Property. Effective with such assignment, as of the Close of Escrow, (i) as to any such claim actually known to Buyer, Buyer shall assume all obligations related thereto to the extent that the same are disclosed in the Reports delivered to Buyer under Section 3.2, above, and (ii) as to any other such claim (unless actually known to Seller) then as between Buyer and Seller such claim shall be determined in accordance with applicable law.

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

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

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

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opinion, Seller and Buyer have negotiated this Agreement at arms' length and the consideration paid represents fair value for the assets to be transferred. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to the Close of Escrow.

7. FAILURE TO CLOSE; TERMINATION; CANCELLATION

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

7.2 Termination Due to Seller's Default. In the event of a material default hereunder by Seller whereupon Seller fails or refuses to complete the conveyance of the Subject Property in accordance with the terms and conditions of this Agreement, which default is not cured within five (5) business days after written notice of default is given by Buyer to Seller and Escrow Holder, then, Buyer shall elect to either:

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

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

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

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

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

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

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

8.5 Notice of Waiver of Rights.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

Seller's Initials: _____

Buyer's Initials: _____

9. CERTAIN DEVELOPMENT WORK AND OBLIGATIONS.

9.1 Grading Work. Buyer hereby acknowledges and agrees that Seller has completed, prior to the execution hereof, the grading and leveling of the Subject Property substantially in accordance with that certain grading exhibit attached hereto as Exhibit "E," prepared by the Civil Engineer. Buyer further acknowledges receipt of a soils engineering and compaction report with respect to such work.

9.2 Street Improvements. Following the Closing, Seller shall, at its sole cost and expense, complete the installation of Eastridge Drive (the "Street Improvements"). The Street Improvements shall be completed in accordance with those plans and specifications entitled "Eastridge Drive Improvement Plans" prepared by the Civil Engineer approved by City and dated September 17, 2002 (the "Street Improvement Plans"). Seller shall complete the Street Improvements by not later than one (1) year after the Closing Date; provided, however, that such

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date shall be subject to extension due to delays caused by weather or other circumstances beyond the reasonable control of Seller. Upon the completion of the Street Improvements, Seller shall give written notice thereof to Buyer and the Escrow Holder. The Street Improvements shall be deemed to be completed at such time as the Civil Engineer has issued to Buyer and Seller a written certification that the Street Improvements have been substantially completed in accordance with the Street Improvement Plans. Upon the completion of the Street Improvements, Seller shall maintain the Street Improvements until they are accepted by the City for maintenance purposes.

9.3 Landscape Improvements.

(a) Landscape Easement Area. Buyer hereby acknowledges and agrees that the Subject Property shall be transferred subject to that certain Landscape Easement as shown on that certain Final Map entitled "Twelve Bridges Large Lot Subdivision Phase 2" filed for record on November 28, 2001 in Book "X" of Maps at Page 86 of the Official Records of Placer County, California (the "Landscape Easement"). The Landscape Easement is located along the thirty (30) foot landscape easement area located along Twelve Bridges Drive (the "Landscape Easement Area").

(b) Buyer's Obligations. Buyer shall, at Buyer's sole cost and expense, be responsible for the installation of certain landscape improvements on the Landscape Easement Area to the extent fronting the Subject Property (the "Landscaping Improvements"). The Landscaping Improvements shall be installed in accordance with certain plans and specifications (the "Landscaping Improvement Plans") to be prepared by a landscape architect selected and engaged by Buyer. The Landscaping Plans shall be subject to the prior review and approval of Seller, which approval shall not be unreasonably conditioned, withheld or delayed; provided, however, that Seller hereby acknowledges and agrees that a reasonable portion of the Landscaping Improvements may include certain non-landscaping improvements, such as a bus turnaround, sports field, parking lot and driveways to the extent approved by City.

(c) Seller's Right to Complete. In the event that Buyer has not completed the Landscaping Improvements by the date that is two (2) years after the Closing Date, then Seller shall have the right, but not the obligation, to complete all or any portion of the Landscaping Improvements, by delivering written notice to Buyer. Upon the completion of such Landscaping Improvements by Seller, Buyer shall, at Seller's request, immediately reimburse Seller for any and all out-of-pocket costs (including overhead costs and any carrying costs) incurred by Seller in connection with the completion of Landscaping Improvements.

(d) Maintenance of Landscaping Improvements. Buyer shall be solely responsible for the maintenance of the Landscaping Improvements. The maintenance obligations of Buyer shall be evidenced by the Memorandum.

9.4 Emergency Access Easement. Buyer hereby acknowledges and agrees that the Subject Property shall be transferred subject to that certain Offer of Dedication for an Emergency Vehicle Access Easement, recorded on March 19, 2002, as Document No. 2002-0030554 in the Official Records (the "Emergency Access Easement"). In connection with the development of

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the Project, Buyer may realign the Emergency Access Easement to a location that is mutually acceptable to Buyer and the City.

9.5 Storm Drainage Easement and Overland Release Easement.

(a) Existing Improvements. Buyer hereby acknowledges and agrees that the Subject Property shall be transferred subject to that certain Offer of Dedication for Storm Drain and Overland Release purposes, recorded on March 19, 2002, as Document No. 2002-0030555 in the Official Records (the "Drainage and Overland Release Easement"). Buyer further acknowledges that there is an existing drainage facility that has been constructed along a portion of the Drainage and Overland Release Easement. In addition, Buyer acknowledges that prior to the Effective Date, Seller has constructed a one hundred (100) foot wide ditch along a portion of the Drainage and Overland Release Easement and Buyer hereby approves and accepts such improvements.

(b) Construction of Storm Drainage Improvements. Seller shall, at its sole cost and expense, complete the installation of certain storm drainage improvements as depicted on the map attached hereto as Exhibit "F" (the "Storm Drainage Improvements"). The Storm Drainage Improvements shall be completed in accordance with certain plans and specifications to be prepared by Seller (the "Storm Drainage Improvement Plans"). Upon the completion of the Storm Drainage Improvements, Seller shall give written notice thereof to Buyer and the Escrow Holder. Upon the completion of the Storm Drainage Improvements, Buyer shall maintain the Storm Drainage Improvements until they are accepted by the City for maintenance purposes. The completion of the Storm Drainage Improvements shall not constitute a condition precedent to the Close of Escrow and Buyer's sole remedy for Seller's failure to complete the Storm Drainage Improvements shall be as set forth in Section 9.5(c) below.

(c) Buyer's Right to Complete. In the event that Seller fails to complete the Storm Drainage Improvements within sixty (60) days after the Closing Date, then Buyer shall thereafter be solely responsible for the completion of the Storm Drainage Improvements and Seller's obligations pursuant to Section 9.5(b) above shall be deemed to be fully satisfied and discharged. In such event, Buyer shall diligently pursue the uncompleted Storm Drainage Improvements to completion in accordance with the Storm Drainage Improvement Plans. Upon Buyer's completion of all or any portion of the Storm Drainage Improvements, and as invoices and backup documentation are made available to Seller by Buyer, Seller shall reimburse Buyer, through a release of funds from the Storm Drainage Improvements Holdback, for the actual, reasonable and verified (by Seller) amounts incurred by Buyer to third parties in connection with the performance of the Storm Drainage Improvements (including Buyer's engineering costs).

(d) "Completion" Defined. The Storm Drainage Improvements shall be deemed to be completed at such time as the City has issued to Buyer and Seller a written certification that the Storm Drainage Improvements have been substantially completed in accordance with the Storm Drainage Improvement Plans.

9.6 Water and Sewer Easement. Buyer hereby acknowledges that Seller has constructed an eight (8) inch sewer stub and an eight (8) inch water stub on the Subject Property, and will construct a twelve (12) inch water stub on the Subject Property concurrently with the

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completion of the Street Improvements, which Buyer shall connect to upon the completion of Buyer's water and drainage system. The location of such sewer and water stubs is identified on the diagram attached hereto as Exhibit "G".

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

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

9.9 Right of Access. Buyer acknowledges and agrees that completion of any of Seller's development work pursuant to Section 9.2, Section 9.3 and Section 9.5 above ("Seller's On-Site Development Work") may require disruption of Buyer's construction of the Project, and Buyer agrees to permit such disruption as may reasonably be required by Seller. Buyer shall provide Seller, its agents, employees, consultants, contractors, sub-contractors and representatives access to all portions of the Subject Property at any time after the Closing as necessary to complete Seller's On-Site Development Work.

9.10 Public Facilities Fee Credits. Due to Seller's construction of certain infrastructure, Seller has accrued certain PFE Credits from the City (the "PFE Credits"). Buyer agrees that when necessary in conjunction with Buyer's development of the Subject Property it is required to pay Public Facilities Fees to the City for development of the Subject Property, or construction of improvements thereon, Buyer shall deliver to Seller a written notice (a "Fee Notice") specifying the total fees which Buyer would otherwise be paying to the City (the "PFE Fees"), and Buyer's good faith projection of the date by which the PFE Credits must be transferred to Buyer to permit Buyer to mobilize for construction of the improvements in accordance with Buyer's construction schedule (the "Required Credits Transfer Date"). Buyer shall send the Fee Notice to Seller in sufficient time in Buyer's judgment so as not to delay Buyer's construction activity, and such notice may request that Seller provide evidence that (x) the City shall consent to Seller's transfer to Buyer of the PFE Credits Buyer requires within the period Buyer requires, and (y) that, subject to force majeure, the transfer can be completed prior to the Required Credits Transfer Date. Within five (5) business days following Seller's

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

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

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

11. PHYSICAL CONDITION AND ENVIRONMENTAL MATTERS.

11.1 Waiver by Buyer. Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, partners, trustees, shareholders, directors, officers, and employees of each of them, and their respective

7.3.14

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

11.2 General Release by Buyer. In connection with subsection (a) above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BUYER'S INITIALS _____

1.3.15

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

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

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

15. GENERAL PROVISIONS

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

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

1.3.16

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

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

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

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

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

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

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

1.3.17

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

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

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

If to Seller:	Placer Holdings, Inc. c/o Richland Development Corporation 1535 North Main Street Walnut Creek, CA 94596 Attn: Paul Lam Fax No. (925) 935-6178
With a copy to:	Morrison & Foerster LLP 19900 MacArthur Boulevard Irvine, California 92612 Attn: Sonia A. Lister, Esq. Fax No. (949) 251-0900 Client Matter No. 31705-28
If to Buyer:	Western Placer Unified School District 810 J Street Lincoln, California 95648 Attn: Jay Stewart Fax No. (916) 645-6356

1.3.18

With a copy to: Girard & Vinson
360 Nevada Street
Auburn, California 95603
Attn: Keith J. Bray, Esq.
Fax No. (530) 886-5880

[Signatures on next page]

1.3.19

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

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

7.3.20

EXHIBIT "A"

Legal Description of Real Property

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

7.3.21

Attachment "1"

Attachment "1"

7.3.22

ANDREGG, INC.

SURVEYING • MAPPING • GEOMATICS

August 28, 2002

ELEMENTARY SCHOOL SITE

A portion of the tracts of land shown and designated as Lot 8F and Lot F on the plat of Twelve Bridges Large Lot Subdivision Phase 2 filed in Book 'X' of Maps at Page 86, Placer County Records, located in Section 35, Township 12 North, Range 6 East, M.D.M., City of Lincoln, Placer County, California.

Beginning at the Northwesterly corner of the above described Lot 8F, a point on the Southerly right-of-way of Twelve Bridges Drive as shown on the above described plat; thence along the Northerly line of said Lot 8F and said Southerly right-of-way line the following four (4) courses and distances: 1) along an arc of a curve to the left, having a radius of 3040.00 feet, a central angle of 06° 49' 24", a length of 362.03 feet and a chord bearing South 86° 57' 06" East for a distance of 361.82 feet; 2) South 85° 53' 06" East for a distance of 122.42 feet; 3) along a non-tangent curve to the left, having a radius of 3052.00 feet, a central angle of 04° 18' 37", a length of 229.60 feet and a chord bearing North 85° 11' 23" East for a distance of 229.55 feet; and 4) along a tangent curve to the right, having a radius of 40.00 feet, a central angle of 88° 49' 23", a length of 62.01 feet and a chord bearing South 52° 33' 14" East for a distance of 55.99 feet, from said point the Northeasterly corner of said Lot 8F bears North 81° 51' 27" East for a distance of 45.27 feet; thence leaving said Northerly line and Southerly right-of-way line South 08° 08' 33" East for a distance of 370.61 feet; thence along a tangent curve to the left, having a radius of 691.00 feet, a central angle of 13° 44' 28", a length of 165.72 feet, and a chord bearing South 15° 00' 47" East for a distance of 165.32 feet; thence South 66° 27' 38" West for a distance of 230.85 feet; thence North 24° 39' 19" West for a distance of 25.67 feet; thence along a non-tangent curve to the right, having a radius of 85.36 feet, a central angle of 64° 22' 38", a length of 95.91 feet and a chord bearing North 78° 18' 06" West for a distance of 90.94 feet; thence North 38° 58' 16" West for a distance of 20.92 feet; thence along a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 81° 38' 11", length of 35.62 feet and a chord bearing North 72° 43' 16" West for a distance of 32.68 feet; thence South 66° 27' 38" West for a distance of 224.32 feet; thence North 47° 24' 27" West for a distance of 114.06 feet; thence North 56° 32' 15" West for a distance of 223.03 feet; thence North 53° 33' 32" West for a distance of 86.23 feet; thence North 06° 27' 36" East for a distance of 434.78 feet to the point of beginning.

Containing 11.07 acres, more or less.

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CHRISTINE MARION JOHNSON
LS 6998
Expires 12-31-03
STATE OF CALIFORNIA

8-28-02

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7.3.23

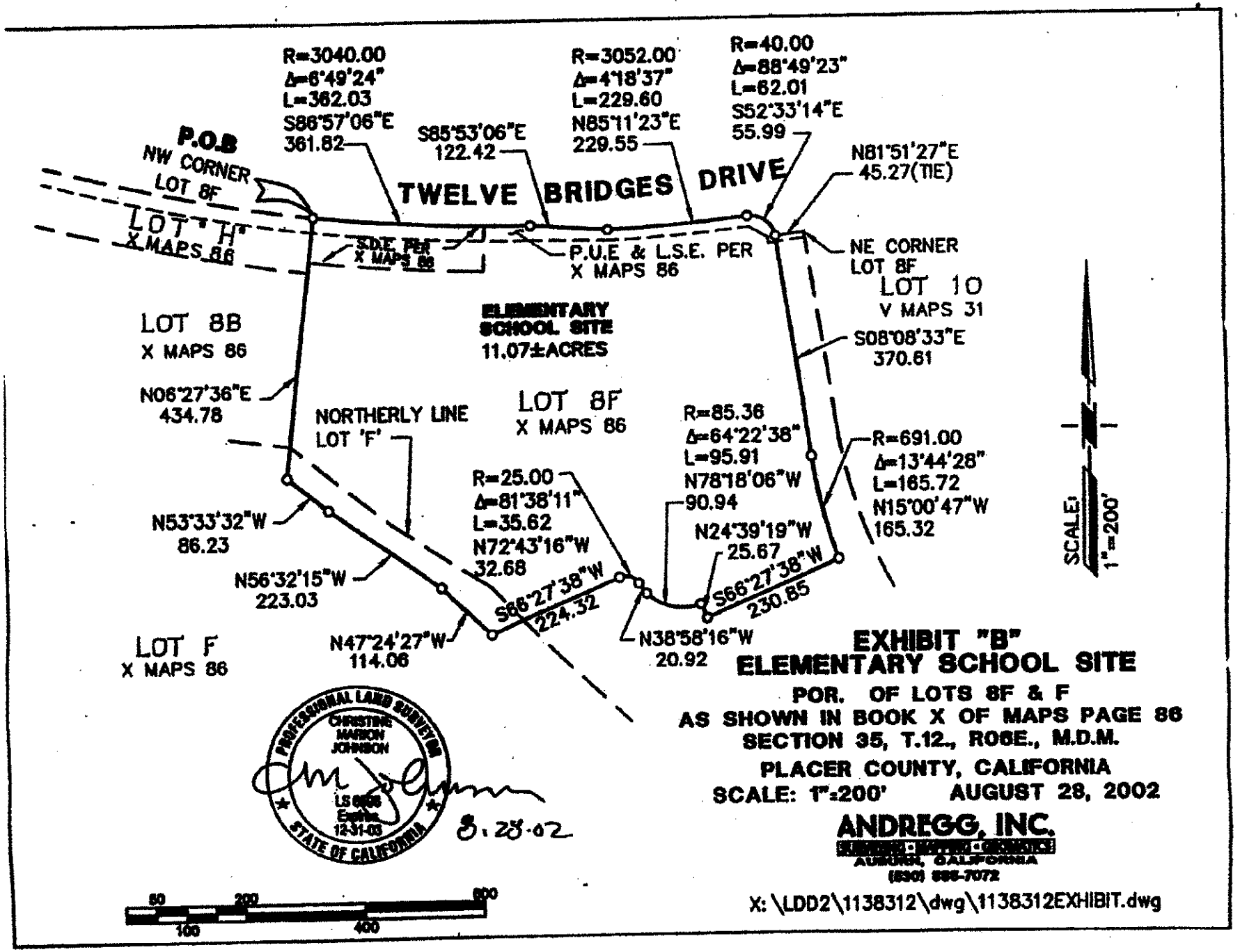


EXHIBIT "B"
ELEMENTARY SCHOOL SITE

POR. OF LOTS 8F & F
AS SHOWN IN BOOK X OF MAPS PAGE 86
SECTION 35, T.12., R6E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=200' AUGUST 28, 2002

ANDREGG, INC.
SURVEYING • MAPPING • GEOMATICS
AUBURN, CALIFORNIA
(530) 885-7072

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1.3.24

EXHIBIT "B"

Grant Deed

7.3.25

Recorded Requested By
First American Title Company

And When Recorded Mail To:

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

(Space above this line for Recorder's use)

GRANT DEED

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

SUBJECT TO:

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

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

IN WITNESS WHEREOF, Seller has executed this Grant Deed as of this ____ day of _____, 2003.

Seller: PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

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

oc-223729

1.3.26

Schedule "1"
To Grant Deed

Legal Description

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

(See Attached)

1.3.21

ANDREGG, INC.

SURVEYING • MAPPING • GEOMATICS

August 28, 2002

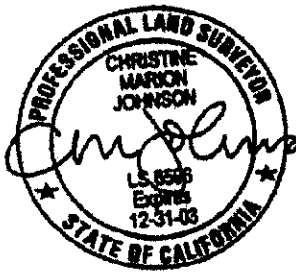
ELEMENTARY SCHOOL SITE

A portion of the tracts of land shown and designated as Lot 8F and Lot F on the plat of Twelve Bridges Large Lot Subdivision Phase 2 filed in Book 'X' of Maps at Page 86, Placer County Records, located in Section 35, Township 12 North, Range 6 East, M.D.M., City of Lincoln, Placer County, California.

Beginning at the Northwesterly corner of the above described Lot 8F, a point on the Southerly right-of-way of Twelve Bridges Drive as shown on the above described plat; thence along the Northerly line of said Lot 8F and said Southerly right-of-way line the following four (4) courses and distances: 1) along an arc of a curve to the left, having a radius of 3040.00 feet, a central angle of 06° 49' 24", a length of 362.03 feet and a chord bearing South 86° 57' 06" East for a distance of 361.82 feet; 2) South 85° 53' 06" East for a distance of 122.42 feet; 3) along a non-tangent curve to the left, having a radius of 3052.00 feet, a central angle of 04° 18' 37", a length of 229.60 feet and a chord bearing North 85° 11' 23" East for a distance of 229.55 feet; and 4) along a tangent curve to the right, having a radius of 40.00 feet, a central angle of 88° 49' 23", a length of 62.01 feet and a chord bearing South 52° 33' 14" East for a distance of 55.99 feet, from said point the Northeasterly corner of said Lot 8F bears North 81° 51' 27" East for a distance of 45.27 feet; thence leaving said Northerly line and Southerly right-of-way line South 08° 08' 33" East for a distance of 370.61 feet; thence along a tangent curve to the left, having a radius of 691.00 feet, a central angle of 13° 44' 28", a length of 165.72 feet, and a chord bearing South 15° 00' 47" East for a distance of 165.32 feet; thence South 66° 27' 38" West for a distance of 230.85 feet; thence North 24° 39' 19" West for a distance of 25.67 feet; thence along a non-tangent curve to the right, having a radius of 85.36 feet, a central angle of 64° 22' 38", a length of 95.91 feet and a chord bearing North 78° 18' 06" West for a distance of 90.94 feet; thence North 38° 58' 16" West for a distance of 20.92 feet; thence along a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 81° 38' 11", length of 35.62 feet and a chord bearing North 72° 43' 16" West for a distance of 32.68 feet; thence South 66° 27' 38" West for a distance of 224.32 feet; thence North 47° 24' 27" West for a distance of 114.06 feet; thence North 56° 32' 15" West for a distance of 223.03 feet; thence North 53° 33' 32" West for a distance of 86.23 feet; thence North 06° 27' 36" East for a distance of 434.78 feet to the point of beginning.

Containing 11.07 acres, more or less.

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7.3.28

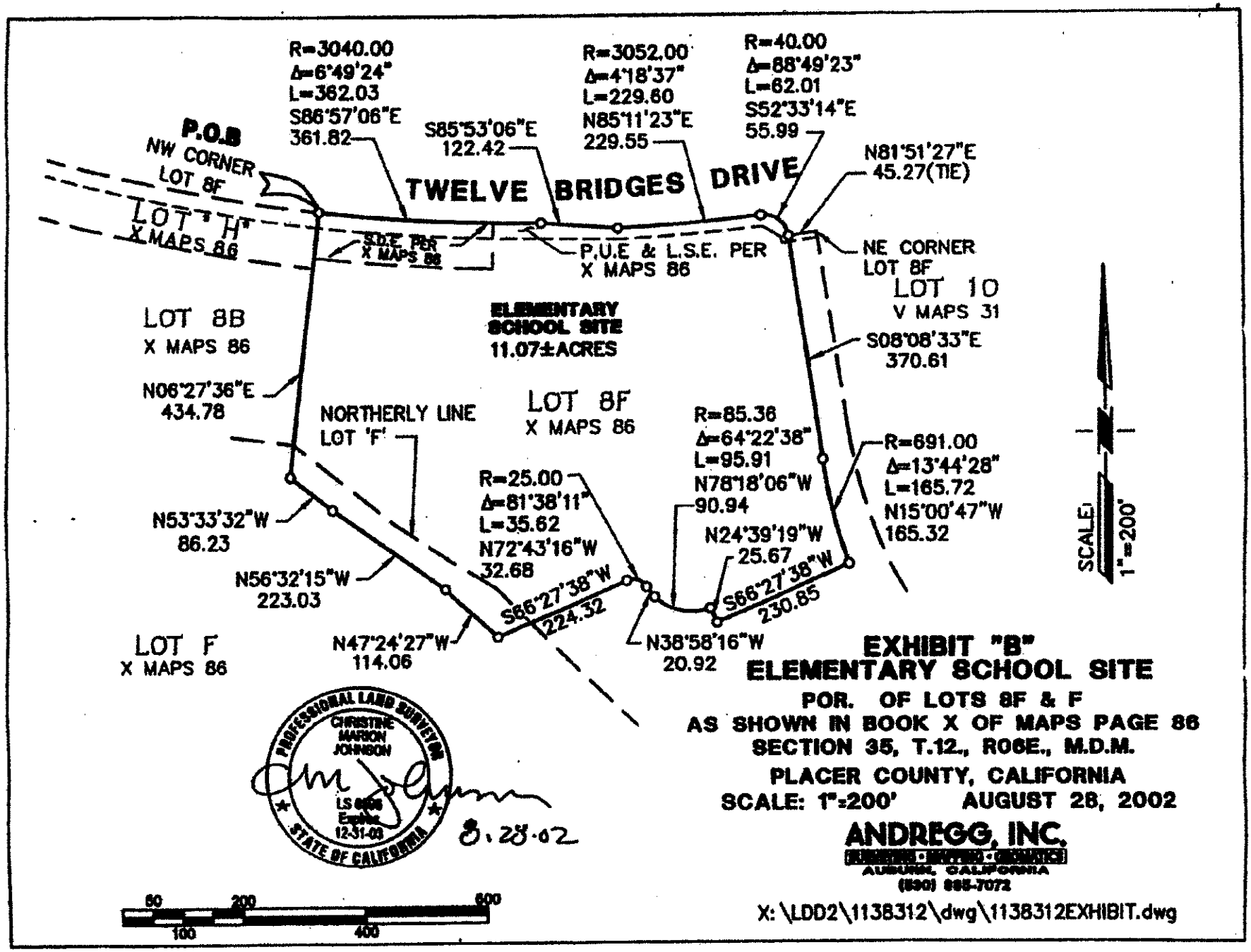


EXHIBIT "B"
ELEMENTARY SCHOOL SITE

POR. OF LOTS 8F & F
AS SHOWN IN BOOK X OF MAPS PAGE 86
SECTION 35, T.12., R06E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=200' AUGUST 28, 2002

ANDREGG, INC.
AUBURN, CALIFORNIA
(530) 885-7072

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7.3.29

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

7.3.30

Document No. _____
Recorded _____, 2003

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

TO: Recorder
County of Placer

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

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

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

_____
(Signature of Grantor or Agent)

_____
(Firm Name)

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

oc-223729

7.3.31

EXHIBIT "C"

Assignment and Bill of Sale

7.3.37

ASSIGNMENT AND BILL OF SALE

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

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

Unless otherwise defined herein, all initially capitalized terms shall have the meaning ascribed to such term in the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 2003, between Buyer and Seller.

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

IN WITNESS WHEREOF, Seller has executed this Assignment and Bill of Sale this ___ day of _____, 2003.

PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

7.3.33

EXHIBIT "D"

Memorandum of Post-Closing Obligations

7.3.34

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Morrison & Foerster LLP
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612-2445
Att'n: Sonia A. Lister, Esq.

(Space above this line for Recorder's use)

MEMORANDUM OF POST-CLOSING OBLIGATIONS

THIS MEMORANDUM OF POST-CLOSING OBLIGATIONS dated as of _____, 2003, is made by and between PLACER HOLDINGS, INC., a California corporation ("Seller") and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("Buyer").

1. For good and valuable consideration, the receipt and adequacy which are hereby acknowledged, Buyer and Seller have entered into an agreement for the purchase and sale of the real property located in the City of Lincoln, County of Placer, State of California, more particularly described on the attached Schedule "1", upon and subject to the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 2003 (the "Purchase Agreement"), between the parties hereto, which contains the following obligations (collectively, the "Post-Closing Obligations") on the part of (a) Buyer with respect to the maintenance of certain landscaping improvements as set forth in Section 9.3 of the Purchase Agreement, (b) Seller with respect to the construction of certain street improvements as set forth in Section 9.2 of the Purchase Agreement, and (c) subject to Section 9.5(c) of the Purchase Agreement, Seller with respect to the construction of certain storm drainage improvements as set forth in Section 9.5(b) of the Purchase Agreement. The parties intend that the Post-Closing Obligations shall be binding upon the successors and assigns of Buyer and Seller.

2. The purpose of this Memorandum of Post-Closing Obligations is to give notice of the rights and obligations of the parties hereto under the Purchase Agreement with respect to the Post-Closing Obligations and other terms thereof, and all the terms and conditions of Section 9.2, Section 9.3 and Section 9.5 of the Purchase Agreement are incorporated herein by reference as if they were fully set forth herein.

3. Subject to the applicable terms of the Purchase Agreement, this Memorandum of Post-Closing Obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

7.3.35

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

SELLER:

PLACER HOLDINGS, INC.
a California corporation

By: _____
Name: _____
Title: _____

BUYER:

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

7.3.36

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

7.3.37

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

7.3.38

SCHEDULE "1"

Legal Description of Subject Property

(See Attached)

7.3.39

ANDREGG, INC.

SURVEYING • MAPPING • GEOMATICS

August 28, 2002

ELEMENTARY SCHOOL SITE

A portion of the tracts of land shown and designated as Lot 8F and Lot F on the plat of Twelve Bridges Large Lot Subdivision Phase 2 filed in Book 'X' of Maps at Page 86, Placer County Records, located in Section 35, Township 12 North, Range 6 East, M.D.M., City of Lincoln, Placer County, California.

Beginning at the Northwesterly corner of the above described Lot 8F, a point on the Southerly right-of-way of Twelve Bridges Drive as shown on the above described plat; thence along the Northerly line of said Lot 8F and said Southerly right-of-way line the following four (4) courses and distances: 1) along an arc of a curve to the left, having a radius of 3040.00 feet, a central angle of 06° 49' 24", a length of 362.03 feet and a chord bearing South 86° 57' 06" East for a distance of 361.82 feet; 2) South 85° 53' 06" East for a distance of 122.42 feet; 3) along a non-tangent curve to the left, having a radius of 3052.00 feet, a central angle of 04° 18' 37", a length of 229.60 feet and a chord bearing North 85° 11' 23" East for a distance of 229.55 feet; and 4) along a tangent curve to the right, having a radius of 40.00 feet, a central angle of 88° 49' 23", a length of 62.01 feet and a chord bearing South 52° 33' 14" East for a distance of 55.99 feet, from said point the Northeasterly corner of said Lot 8F bears North 81° 51' 27" East for a distance of 45.27 feet; thence leaving said Northerly line and Southerly right-of-way line South 08° 08' 33" East for a distance of 370.61 feet; thence along a tangent curve to the left, having a radius of 691.00 feet, a central angle of 13° 44' 28", a length of 165.72 feet, and a chord bearing South 15° 00' 47" East for a distance of 165.32 feet; thence South 66° 27' 38" West for a distance of 230.85 feet; thence North 24° 39' 19" West for a distance of 25.67 feet; thence along a non-tangent curve to the right, having a radius of 85.36 feet, a central angle of 64° 22' 38", a length of 95.91 feet and a chord bearing North 78° 18' 06" West for a distance of 90.94 feet; thence North 38° 58' 16" West for a distance of 20.92 feet; thence along a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 81° 38' 11", length of 35.62 feet and a chord bearing North 72° 43' 16" West for a distance of 32.68 feet; thence South 66° 27' 38" West for a distance of 224.32 feet; thence North 47° 24' 27" West for a distance of 114.06 feet; thence North 56° 32' 15" West for a distance of 223.03 feet; thence North 53° 33' 32" West for a distance of 86.23 feet; thence North 06° 27' 36" East for a distance of 434.78 feet to the point of beginning.

Containing 11.07 acres, more or less.

X:\LDD2\1138312\docs\school.doc

PROFESSIONAL LAND SURVEYOR
CHRISTINE MARION JOHNSON
LS 6558
Expires 12-31-03
STATE OF CALIFORNIA

8-28-02

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1.3.40

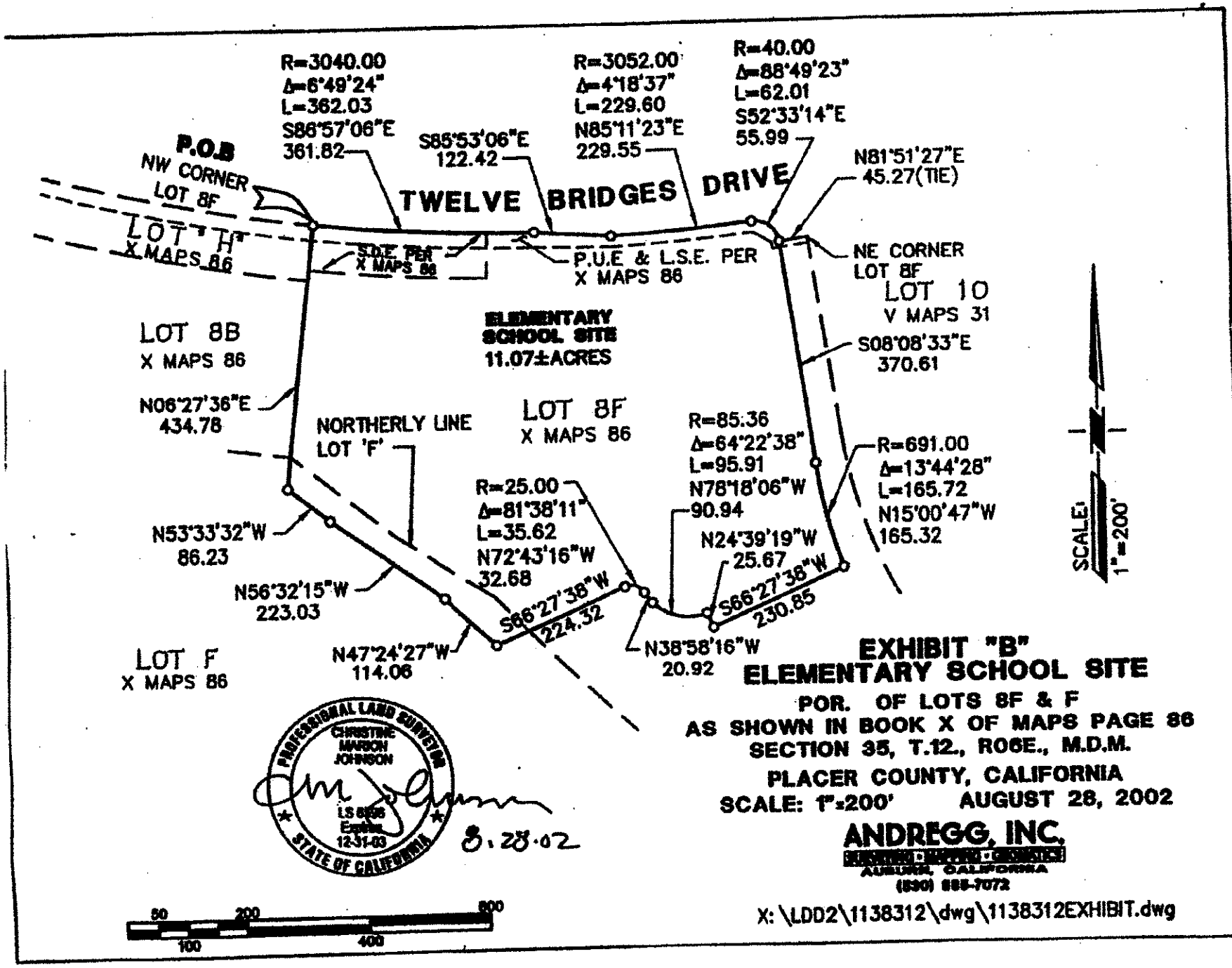


EXHIBIT "B"
ELEMENTARY SCHOOL SITE

POR. OF LOTS 8F & F
AS SHOWN IN BOOK X OF MAPS PAGE 86
SECTION 35, T.12., R06E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=200' AUGUST 28, 2002

ANDREGG, INC.
AUBURN, CALIFORNIA
(530) 885-7072

X:\LDD2\1138312\dwg\1138312EXHIBIT.dwg

7.3.41

EXHIBIT "E"

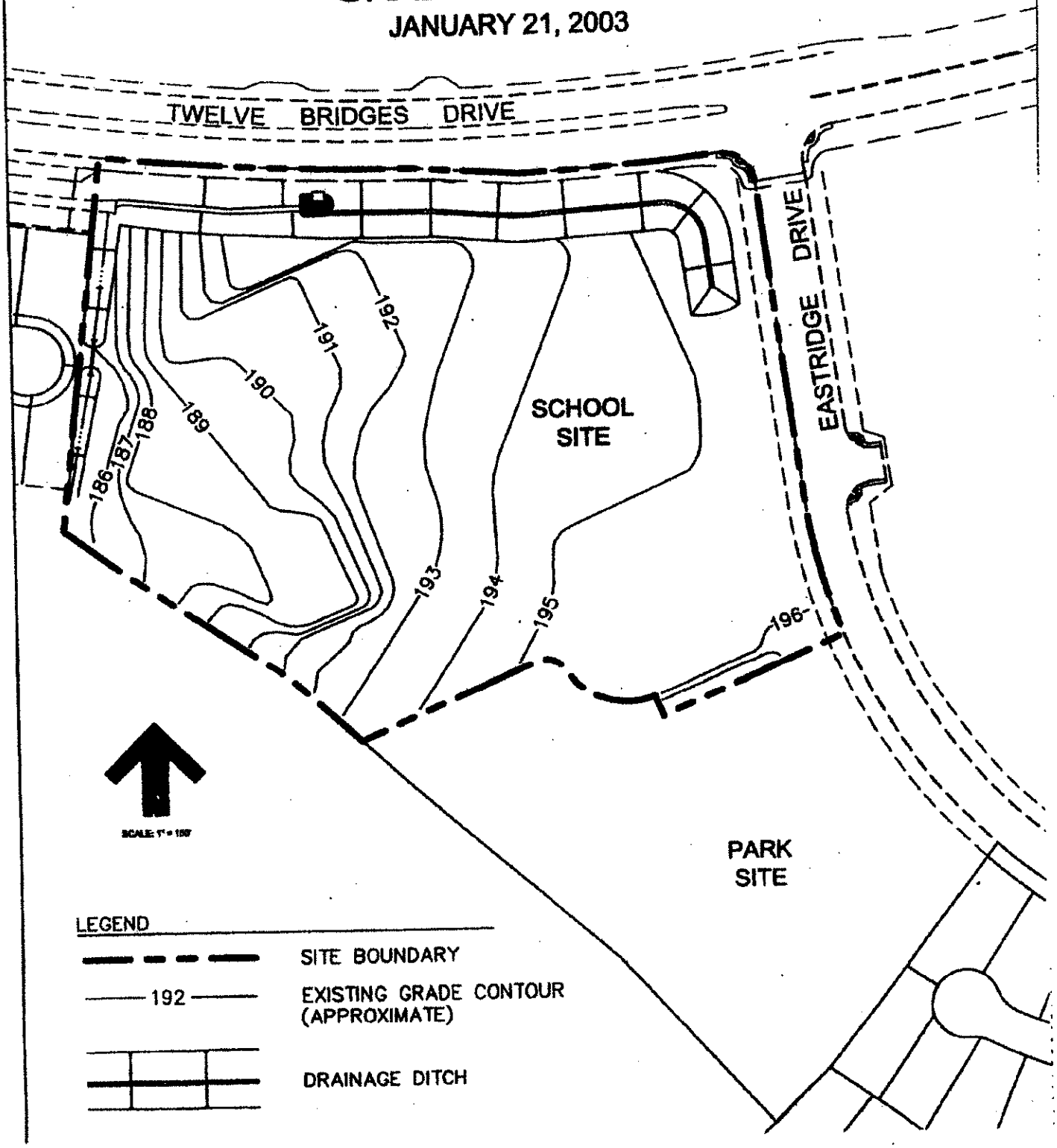
Grading Exhibit

7.3.42

TWELVE BRIDGES

ELEMENTARY SCHOOL GRADING EXHIBIT

JANUARY 21, 2003



1.3.43

EXHIBIT "F"

Drainage Improvements

EXHIBIT "G"

7.3.44

TWELVE BRIDGES

ELEMENTARY SCHOOL / PARK SITE
PRELIMINARY LAYOUT FOR
STORM DRAIN "A", "B" & "C"
APRIL 7, 2003

EASTRIDGE DRIVE

TWELVE BRIDGES DRIVE

STORM DRAIN "B"

STORM DRAIN "A"

ELEMENTARY SCHOOL SITE

STORM DRAIN "C"

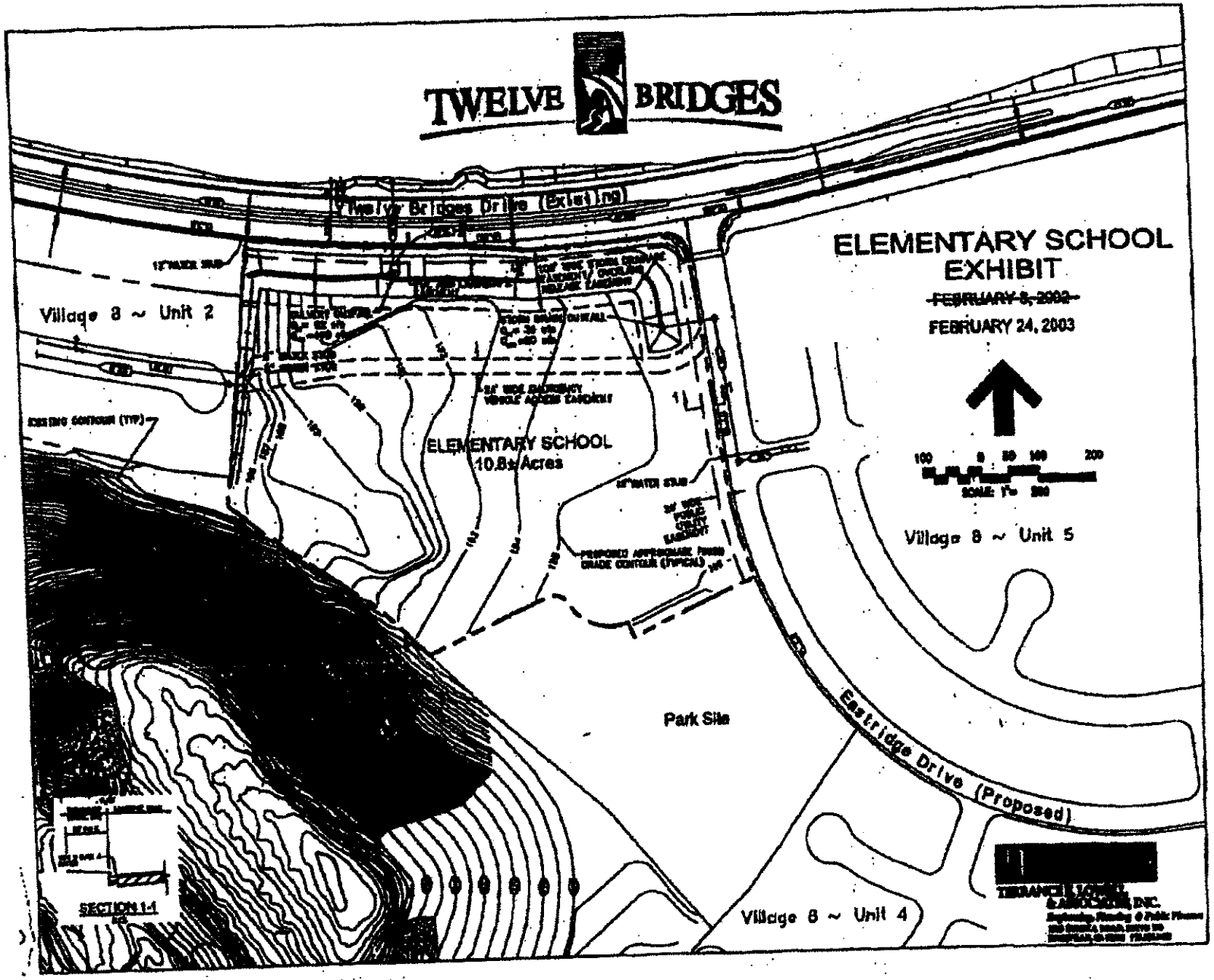
NOTES:
1. STORM DRAIN "A" RUNS FROM THE TWELVE BRIDGES DRIVE OUTLET STRUCTURE TO THE VILLAGE 8 CONCRETE LINED CHANNEL
2. STORM DRAIN "B" RUNS FROM THE EASTRIDGE DRIVE OUTLET TO THE TWELVE BRIDGES DRIVE OUTLET STRUCTURE
3. STORM DRAIN "C" RUNS FROM THE SOUTHWEST CORNER OF THE PROPERTY TO THE VILLAGE 8 CONCRETE LINED CHANNEL

7.3.45

EXHIBIT "G"

Sewer and Water Improvements

7.3.46


TWELVE BRIDGES
Twelve Bridges Drive (Existing)
ELEMENTARY SCHOOL
EXHIBIT
~~FEBRUARY 6, 2002~~
FEBRUARY 24, 2003
Village 8 ~ Unit 2
ELEMENTARY SCHOOL
10.8± Acres
Village 8 ~ Unit 5
Park Site
Eastridge Drive (Proposed)
Village 8 ~ Unit 4
SECTION 1-1

WPUSD

FINANCING

CORPORATION

MEETING

JUNE 3, 2003

WESTERN PLACER UNIFIED SCHOOL DISTRICT
FINANCING CORPORATION MEETING

FACT SHEET

SUBJECT:
Approval of February 4, 2003 Minutes of the WPUSD Financing Corporation

AGENDA ITEM AREA:
Approval of Minutes

REQUESTED BY:
Corporation Board of Directors

ENCLOSURES:
Minutes

MEETING DATE:
June 3, 2003

BACKGROUND:

The Western Placer Unified School District Financing Corporation Board of Directors will consider approval of the minutes of the February 4, 2003 Western Placer Unified School District Financing Corporation Meeting.

RECOMMENDATION:
It is recommended the minutes be approved as submitted.

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10.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION BOARD OF DIRECTORS' MEETING

February 4, 2003

MINUTES

DIRECTORS PRESENT
Karen Roberts, President
Paul Long, Vice President
Earl Mentze Member
Nels Tahti, Member

DIRECTORS ABSENT
Marcia Harris, Clerk

OTHERS IN ATTENDANCE
Roger R. Yohe, Superintendent
Jay Stewart, Asst. Superintendent, Business Services
Scott Leaman, Assistant Superintendent, Educational Services
Bob Noyes, Director, Human Services
Trudy Wilson, Director, Business Services
Eva McGuire, Secretary to the Superintendent

3. ADJOURNMENT OF REGULAR SESSION TO WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION BOARD OF DIRECTORS' MEETING

President Roberts adjourned the regular session of the Board of Trustees to the Western Placer Unified School District Financing Corporation Board of Directors' meeting at 7:05 p.m.

3.1 REPORT/PRESENTATION ON MERCY HOUSING PROJECT – NILDA VALMORES, ASSOCIATE REGIONAL DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT, MERCY HOUSING CALIFORNIA

•Nilda Valmores, Associate Regional Director, Community Development Department, Mercy Housing California was in attendance to speak to the Board of Directors regarding the proposed grant with Mercy Housing for the Zebra Homebuilding Project.

Ms. Valmores reviewed the program, it was noted this is the second time to try for a grant, and some of the reports have been done and can be used, thus saving some money. The grant has $300,000 available. The City of Lincoln applies for the grant with the school district as a partner to build

10.b.2

the houses. The homes will be for first-time homebuyers and low income Homebuyers.

There were many questions and much discussion among board members. The basic premise is the district sells its lots (3 lots donated to the district) to Mercy Housing as the developer; they prepare the application for the City who is eligible for the grant funds, the City applies with the school district as a partner to build the houses. Proceeds from the sale of homes go back to the grant/city. The District can then continue to utilize these funds for future construction.

3.2 APPROVAL OF CDBG GRANT WITH MERCY HOUSING FOR ZEBRA HOMEBUILDING PROJECT - Yohe*(02/03 G &O, Components V)*

•A Community Development Block Grant (CDBG) provides funds for Public Works Projects, home construction costs, or monies for first time home buyers' down payments. The application deadline for the grant is February 14, 2003. Grant funds are being requested from CDBG for the Zebra Homebuilding Project on three lots located on "N" Street.

On a motion by Mr. Tahti, seconded by Mr. Long, and passed by unanimous roll call vote of members present, the Board of Directors took action to approve the CDBG grant application with Mercy Housing for the Zebra Homebuilding Project.

President Roberts noted the Board did have a lot of questions, so once we are approved the Board will look at this again.

3.3 APPROVAL OF OCTOBER 1, 2002 FINANCING CORPORATION BOARD OF DIRECTOR'S MEETING MINUTES

•The Board of Directors considered approval of the October 1, 2002 Board of Director's meeting.

On a motion by Mr. Long, seconded by Mr. Tahti and passed by unanimous vote of members present, the Board of Directors took action to approve the minutes of October 1, 2002.

10.1.3

3.4 OTHER

Mr. Tahti noted he would like to review the relationship of the school district, maybe the corporation needs a workshop regarding all the projects that are outstanding and not resolved, maybe some policies and plans should be put together.

3.5 ADJOURNMENT OF FINANCING CORPORATION BOARD OF DIRECTORS' MEETING TO THE REGULAR MEETING OF THE DISTRICT BOARD OF TRUSTEES

The Western Placer Unified School District financing Corporation Board of Directors' meeting was adjourned at 7:25 p.m. to the regular meeting of the District Board Of Trustees.

Karen Roberts, President

Marcia Harris, Clerk

Roger R. Yohe, Superintendent

Eva McGuire, Secretary to Superintendent

ADOPTED:

AYES:

NOES:

ABSENT:

Wpfiles\board\minutes\corp2403

10.1.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION
BOARD OF DIRECTORS MEETING FACT SHEET

AGENDA ITEM:

Approve the Agreement for Purchase and Sale Real Property and Escrow Instructions for the Twelve Bridges Middle School Site.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart
Treasurer

ENCLOSURES:

Yes

BOARD MEETING DATE:

June 03, 2003

BACKGROUND:

Attached for the Board of Director's review and consideration is the Land Purchase Agreement for the middle school site located on Westview Drive within the Twelve Bridges development. The purchase price for the 20.77-acre site is $4,550,000, or $219,066 per acre. The most recent appraisal, dated May 21, 2003, valued the land at $316,346 per acre. The cost of the school site will be funded from the District's Certificate's of Participation which were issued for property acquisition. Under the State's current school construction program, fifty percent of the purchase price will be reimbursed to the District.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

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

10.2

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

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of June __, 2003 (the "Effective Date"), by and between PLACER HOLDINGS, INC., a California corporation ("Seller"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION, a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California ("Buyer").

RECITALS

A. Seller owns that certain real property (the "Real Property") located in the City of Lincoln (the "City"), County of Placer (the "County"), State of California, as more particularly described on Exhibit "A" attached hereto. The Real Property consists of approximately 20.77 acres.

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

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

AGREEMENT

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

1. PURCHASE AND SALE

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

1.2 Purchase Price. Subject to Section 9.6 below, the total purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Subject Property shall be an amount equal to Four Million Five Hundred Fifty Thousand and No/100 Dollars ($4,550,000). On or before the "Outside Closing Date", provided all of Buyer's conditions precedent to the "Closing" have been satisfied and Seller has timely deposited the items as described in Section 4.3, Buyer shall pay into

10.2.1

the "Escrow Account" for the benefit of Seller by public warrant or by wire transfer of funds the entire amount of the Purchase Price, as required to close the Escrow Account (as such quoted terms are defined herein) .

2. ESCROW

2.1 Escrow Holder. All amounts of money paid by Buyer hereunder shall be paid into an interest bearing escrow account (the "Escrow Account") to be established and maintained with First American Title Company, 2200-A Douglas Boulevard, Suite 120, Roseville, California 95661, Attn: Gary Houser (the "Escrow Holder") in accordance with this Section 2.1.

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

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

3. ACTIONS PENDING CLOSING

3.1 Title Review.

(a) Preliminary Title Report and Review. Buyer has received and reviewed a copy of that certain Preliminary Title Report Order No. 5130356 concerning the Subject Property dated September 11, 2002, issued by Escrow Holder, as well as copies of all documents relating to title exceptions referred to therein (collectively, the "Preliminary Title Report"). Buyer hereby approves the title exceptions set forth in the Preliminary Title Report.

(b) Permitted Exceptions. For purposes of this Agreement, those exceptions set forth in the Preliminary Title Report and those additional exceptions to title that Buyer approves in writing or to which Buyer acquiesces pursuant to Section 3.1(c) below are referred to as the "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller agrees to discharge and remove, or in the case of any mechanics liens, discharge or bond over as required to enable the title company to delete or insure over said lien, at Seller's sole expense, prior to or concurrently with the Close of Escrow, (i) any mortgage or deeds of trust recorded against the Subject Property or any part thereof, (ii) any mechanic's liens recorded against the Subject Property or any part thereof which are based on labor or materials contracted for by or on behalf of Seller, and (iii) any other monetary liens recorded against the Subject Property or any part thereof prior to the Close of Escrow that may be released by the payment of money (other

10.2.2

than the special tax and special assessment liens to be assumed by Buyer pursuant to Section 9.6, below).

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

3.2 Investigation and Approval of the Subject Property. Over a period of time prior to, but not later than, the Effective Date, Seller has delivered to Buyer with complete copies of all studies, reports, agreements, documents, plans, permits and entitlements in Seller's possession concerning the Subject Property and its improvement and development, including but not limited to all available engineering drawings, soils reports, site history investigations, toxic or hazardous materials investigations or reports, planning studies, and title reports (collectively the "Reports"), and including but not limited to all City resolutions and approval conditions pertaining to the final map for the Subject Property. Prior to the execution hereof, Buyer has had an opportunity to review and inspect the suitability of the Subject Property for Buyer's use and development, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, the status of the entitlements of the Subject Property, the amount and terms of any bonds, assessments, infrastructure fees, park fees, and Mello-Roos or other special taxes, fees, districts and improvement obligations affecting the Subject Property, the presence of Hazardous Substances (as defined in Section 11.1 below), and the physical condition of the Subject Property (collectively, the "Feasibility Matters"), and hereby approves any and all of the Feasibility Matters. Except for Seller's express covenants, representations and warranties herein, Buyer shall rely solely on its own review of the Reports, its own investigation of the Subject Property and upon its own analysis of the Feasibility Matters. Without limiting the generality of the foregoing, Buyer has made its own independent decision as to the suitability of the Subject Property for its purposes and in the process of forming such decision has not relied on any past, present or future oral representation regarding the Subject Property made by Seller or any representative or agent of Seller, except as expressly set forth in this Agreement.

10.2.3

4. CLOSING

4.1 Closing Date.

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

(b) Closing Date. Provided that this Agreement is not earlier terminated pursuant to the terms hereof and provided that all other conditions set forth in Section 5 below have been satisfied or waived, the Close of Escrow shall occur on or before August 1, 2003, or as such may be extended pursuant to Section 3.1(c) above (as so extended, the "Outside Closing Date").

4.2 Escrow Fees/Costs/Prorations at Closing.

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

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

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

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

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

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

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

10.2.4

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

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

(e) Memorandum of Post-Closing Obligations. A Memorandum of Post-Closing Obligations (the "Memorandum"), which Memorandum shall be in the form attached hereto as Exhibit "D"; and

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

4.4 Buyer's Closing Documents. Provided that Seller has complied with all of the terms and conditions of Section 5.1, Buyer shall deposit one (1) fully executed and acknowledged counterpart original of the Grant Deed and the Memorandum, together with the Purchase Price plus Buyer's escrow fees and other cash charges with Escrow Holder no later than one (1) business day before the Closing Date.

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

4.6 Escrow Cancellation Charges. If the Closing does not occur because of the default of a party hereto, the defaulting party shall bear all Escrow Cancellation Charges, as defined herein. If the Closing does not occur for any reason other than the default of a party, then Buyer and Seller shall each pay one-half (1/2) of any Escrow Cancellation Charges. As used herein, "Escrow Cancellation Charges" means all fees, charges and expenses incurred by Escrow Holder or third parties engaged by Escrow Holder including, but not limited to, any expenses related to the issuance of the Preliminary Title Report and other title matters.

5. CONDITIONS TO CLOSE OF ESCROW.

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

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

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

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

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

(e) Waterline. Seller shall have delivered written notice to Buyer and Escrow Holder that the Waterline has been substantially completed in accordance with the Utility Plans pursuant to Section 9.2 below.

(f) Street Improvements. Seller shall have delivered written notice to Buyer and Escrow Holder that the Street Improvements have been completed in accordance with the Street Improvement Plans pursuant to Section 9.3 below.

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

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

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

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

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6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representations, Warranties and Covenants. In addition to any representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement and as of the Closing Date, the following statements set forth in this Section 6.1. For purposes of this Section 6.1, the phrase "Seller's actual knowledge" means the current actual knowledge of Paul L. Lam and Don Riolo, without any independent investigation and without any implied, imputed or constructive knowledge of such individuals or any other individual.

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

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

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

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

(e) Hazardous Substances. Based on Seller's actual knowledge, Seller has not received any written notice from any federal, state or local governmental agency that the Subject Property is in violation, or has been or known to be currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Subject Property including, but not limited to, soil and groundwater conditions; to Seller's actual knowledge, neither Seller nor any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Subject Property or transported to or from the Subject Property any Hazardous Substance (as defined in Section 11.1 below); to Seller's actual knowledge, there has been no discharge, migration or release of any Hazardous Substance from, into, on, or under the Subject Property; and to Seller's actual knowledge there is not now, nor has there ever been on or in the Subject Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers

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or other equipment. If at any time prior to Close of Escrow, Buyer determines that any of the conditions involving Hazardous Substances herein referenced have occurred and are continuing, and materially and adversely affect Buyer's ability to develop the Subject Property, and such conditions were not otherwise disclosed to Buyer prior to the Effective Date, Buyer may at its option terminate this Agreement by delivering written notice to Seller and Escrow Holder. Seller hereby assigns to Buyer, effective only as of the Close of Escrow all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of a Hazardous Substance in, at, on, under or about the Subject Property. Effective with such assignment, as of the Close of Escrow, (i) as to any such claim actually known to Buyer, Buyer shall assume all obligations related thereto to the extent that the same are disclosed in the Reports delivered to Buyer under Section 3.2, above, and (ii) as to any other such claim (unless actually known to Seller) then as between Buyer and Seller such claim shall be determined in accordance with applicable law.

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

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

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

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7. TERMINATION; CANCELLATION

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

7.2 Termination Due to Seller's Default. In the event of a material default hereunder by Seller whereupon Seller fails or refuses to complete the conveyance of the Subject Property in accordance with the terms and conditions of this Agreement, which default is not cured within five (5) business days after written notice of default is given by Buyer to Seller and Escrow Holder, then, Buyer shall elect to either:

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

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

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

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

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

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

8.4 Arbitration Judgment. The judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrator shall have the right to award all

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remedies available at law or in equity, subject to the limitations set forth in this Agreement. The parties agree to submit to discovery in connection with the arbitration. Such discovery shall be conducted in accordance with all rules of California law relating to discovery.

8.5 Notice of Waiver of Rights.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

Seller's Initials: _____

Buyer's Initials: _____

9. CERTAIN DEVELOPMENT WORK AND OBLIGATIONS.

9.1 Grading Work. Buyer hereby acknowledges and agrees that, prior to the execution hereof, Seller has completed the grading and leveling of the Subject Property substantially in accordance with that certain grading exhibit attached hereto as Exhibit "E", prepared by Terrance E. Lowell Associates (the "Civil Engineer"). Buyer further acknowledges receipt of a soils engineering and compaction report with respect to such work.

9.2 Waterline. Prior to the Closing, Seller shall, at Seller's sole cost and expense, complete the installation of that certain waterline in Westview Drive (the "Waterline"). The Waterline shall be completed in accordance with plans and specifications (the "Utility Plans") prepared by Seller. Upon the completion of the Waterline, Seller shall give written notice to Buyer and Escrow Holder. The Waterline shall be deemed be completed at such time as the Civil Engineer has issued to Buyer and Seller a written certification that the Waterline has been substantially completed in accordance with the Utility Plans and the City has approved such improvements.

9.3 Street Improvements. Prior to the Closing, Seller shall, at its sole cost and expense, complete the installation of Westview Drive (the "Street Improvements"). The Street Improvements shall be completed in accordance with those plans and specifications to be prepared by Seller (the "Street Improvement Plans"). Upon the completion of the Street Improvements,

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Seller shall give written notice thereof to Buyer and the Escrow Holder. The Street Improvements shall be deemed to be completed at such time as the Civil Engineer has issued to Buyer and Seller a written certification that the Street Improvements have been substantially completed in accordance with the Street Improvement Plans and the City has approved such improvements. Upon the completion of the Street Improvements, Seller shall maintain the Street Improvements until they are accepted by the City for maintenance purposes.

9.4 Landscape Improvements.

(a) Landscape Easement Area. Buyer hereby acknowledges and agrees that the Subject Property shall be transferred subject to that certain Landscape Easement as shown on that certain Final Map entitled "Twelve Bridges Large Lot Subdivision Phase 2," filed for record on November 28, 2001, in Book "X" of Maps, at Page 86 of the Official Records of Placer County, California (the "Landscape Easement"). The Landscape Easement is located along the thirty (30) foot landscape easement area located along Lincoln Parkway (the "Landscape Easement Area").

(b) Buyer's Obligations. Buyer shall, at Buyer's sole cost and expense, be responsible for the installation of certain landscape improvements on the Landscape Easement Area to the extent fronting the Subject Property (the "Landscaping Improvements"). The Landscaping Improvements shall be installed in accordance with certain plans and specifications (the "Landscaping Improvement Plans") to be prepared by a landscape architect selected and engaged by Buyer. The Landscaping Plans shall be subject to the prior review and approval of Seller, which approval shall not be unreasonably, conditioned, withheld or delayed; provided, however, that Seller hereby acknowledges and agrees that a reasonable portion of the Landscaping Improvements may include certain non-landscaping improvements, such as a bus turnaround, sports field, parking lot and driveways to the extent approved by City.

(c) Seller's Right to Complete. In the event that Buyer has not completed the Landscaping Improvements by the date that is two (2) years after the Closing Date, then Seller shall have the right, but not the obligation, to complete all or any portion of the Landscaping Improvements, by delivering written notice to Buyer. Upon the completion of such Landscaping Improvements by Seller, Buyer shall, at Seller's request, immediately reimburse Seller for any and all out-of-pocket costs (including overhead costs and any carrying costs) incurred by Seller in connection with the completion of Landscaping Improvements.

(d) Maintenance of Landscaping Improvements. From and after the completion of the Landscaping Improvements, Buyer shall be solely responsible for the maintenance of the Landscaping Improvements. The maintenance obligations of Buyer pursuant to this Section 9.4(d) shall be evidenced by the Memorandum.

9.5 Public Facilities Fee Credits. Due to Seller's construction of certain infrastructure, Seller has accrued certain PFE Credits from the City (the "PFE Credits"). Buyer agrees that when necessary in conjunction with Buyer's development of the Subject Property it is required to pay Public Facilities Fees to the City for development of the Subject Property in excess of the credits allocated to Buyer pursuant to Section 9.6 below, or construction of improvements thereon, Buyer shall deliver to Seller a written notice (a "Fee Notice") specifying the total fees which Buyer would otherwise be paying to the City (the "PFE Fees"), and Buyer's good faith projection

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of the date by which the PFE Credits must be transferred to Buyer to permit Buyer to mobilize for construction of the improvements in accordance with Buyer's construction schedule (the "Required Credits Transfer Date"). Buyer shall send the Fee Notice to Seller in sufficient time in Buyer's judgment so as not to delay Buyer's construction activity, and such notice may request that Seller provide evidence that (x) the City shall consent to Seller's transfer to Buyer of the PFE Credits Buyer requires within the period Buyer requires, and (y) that, subject to force majeure, the transfer can be completed prior to the Required Credits Transfer Date. Within five (5) business days following Seller's receipt of the Fee Notice, Seller shall deliver to Buyer a written notice (the "Fee Credit Notice") indicating that Seller has, in inventory or otherwise available, PFE Credits for payment of the PFE Fees (the "Fee Credits"), that City shall consent to Seller's transfer of the Fee Credits to Buyer, and that subject to force majeure the transfer of PFE Credits shall occur prior to Buyer's Required Credits Transfer Date. The failure of Seller to deliver the Fee Credit Notice to Buyer within such time period shall permit Buyer to pay the PFE Fees without purchasing any PFE Credits from Seller. If Seller timely delivers the Fee Credit Notice, indicating that Seller shall make available all or any portion of the requested Fee Credits, Buyer shall pay Seller the amount of PFE Fees otherwise due City, to the extent of available Fee Credits, and Seller shall assign to Buyer the Fee Credits acceptable, dollar for dollar, in lieu of payment of the PFE Fees to City, and the balance of PFE Fees due, after application of the available Fee Credits, shall be paid by Buyer to City; provided that the Buyer's obligation to pay Seller for any PFE Credits shall be conditioned upon Buyer's receipt of written acknowledgment from City, in a form reasonably acceptable to Buyer, of acceptance of such PFE Credits, dollar for dollar, in lieu of payment of any applicable PFE Fees.

9.6 Assessment District No. 95-1. The Subject Property is currently within Assessment District No. 95-1. Buyer will acquire the Subject Property subject to certain assessment liens applicable to the Project (the "Assessment Liens") as set forth on Exhibit "F" attached hereto. In connection with such assumption, Buyer will be entitled to certain benefits applicable to the Project as set forth on Exhibit "F". At any time prior to Close of Escrow, Seller shall have the right to increase the amount of the Assessment Liens applicable to the Project provided that the Purchase Price shall be reduced by an amount equal to such increase.

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

9.8 Reimbursements and Credits. Any reimbursements to be paid by City or any utility provider (whether from City-collected fees or other sources) in respect of work to be performed

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or paid for by Seller or Buyer hereunder shall be reimbursed to the party (Seller or Buyer) who ultimately has borne the financial cost of installing the requisite improvements prior to such reimbursement. Buyer shall, in lieu of any such reimbursement from City, be entitled to any credits against fees available from City for costs paid by or reimbursable to Buyer hereunder.

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

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

11. PHYSICAL CONDITION AND ENVIRONMENTAL MATTERS.

11.1 Waiver by Buyer. Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, partners, trustees, shareholders, directors, officers, and employees of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller Related Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, whether arising prior to or after the Closing, that may arise on account of or in any way be connected with the physical condition of the Subject Property, any use of chemicals of any nature in connection with farming, ranching, grazing or other activities on the Subject Property, the presence of any fuel storage tanks, and the presence of asbestos, if any, in any improvements located on the Subject Property, or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, *et seq.*), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, *et seq.*), the Clean Water Act (33 U.S.C. Section 1251, *et seq.*),

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the Safe Drinking Water Act (14 U.S.C. Section 1401, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Toxic Substance Control Act (15 U.S.C. Section 2601, *et seq.*), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, *et seq.*), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, *et seq.*). As used herein, "Hazardous Substance" shall mean (a) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601, et seq.; (b) "hazardous wastes", as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6902, et seq.; (c) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (d) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011, et seq., as amended or hereafter amended; (f) asbestos in any form or condition; and (g) lead-based paint hazards, i.e., any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency. Notwithstanding the forgoing, the forgoing release shall exclude any cross-claims against Seller to the extent arising out of any claims against Buyer by a third party for personal injury and property damage occurring prior to the Closing that have not been caused by Buyer, or Buyer's agents or employees.

11.2 General Release by Buyer. In connection with subsection (a) above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BUYER'S INITIALS _____

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

13. "AS IS." BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE SUBJECT PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, EXCEPT AS EXPRESSLY PROVIDED

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

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

15. GENERAL PROVISIONS

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

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

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

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

15.5 Days of Week/Waiver. If any date for performance of any of this Agreement falls on a Saturday, Sunday or holiday, the time for performance shall be extended to 5:00 p.m. on the next business day. The failure of either party to require strict performance by the other party of

10.2.15

any provision of this Agreement shall not be considered a waiver of any other provision, nor shall it affect the waiving party's right to enforce that or any other performance at any time thereafter.

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

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

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

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

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

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

15.12 Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the

10.2.16

address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective upon receipt by the party to whom notice or demand is being given, except that any notice given by certified mail shall be deemed delivered three (3) days after deposit in the United States mail.

If to Seller:

Placer Holdings, Inc.
c/o Richland Development Corporation
1535 North Main Street
Walnut Creek, CA 94596
Attn: Paul Lam
Fax No. (925) 935-6178

With a copy to:

Morrison & Foerster LLP
19900 MacArthur Boulevard
Irvine, CA 92612
Attn: Sonia A. Lister, Esq.
Fax No. (949) 251-0900
Client Matter No. 31705-27

If to Buyer:

Western Placer Unified School District Financing Corporation
810 J Street
Lincoln, CA 95648
Attn: Jay Stewart
Fax No. (916) 645-6356

With a copy to:

Girard & Vinson
360 Nevada Street
Auburn, CA 95603
Attn: Keith J. Bray, Esq.
Fax No. (530) 386-5880

10.2.17

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

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

By: _____
Name: _____
Title: _____

BUYER: **WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION,** a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

10.2.18

EXHIBIT "A"

Legal Description of Real Property

That certain real property located in the City of Lincoln, County of Placer, State of California, as more particularly described as follows:

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

10-2-20

EXHIBIT "B"

Grant Deed

10.2.21

Recorded Requested By
First American Title Company

And When Recorded Mail To:

Western Placer Unified School District Financing Corporation
810 J Street
Lincoln, CA 95648
Attn: Jay Stewart

(Space above this line for Recorder's use)

GRANT DEED

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

SUBJECT TO:

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

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

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

oc-222318

10.2.22

IN WITNESS WHEREOF, Seller has executed this Grant Deed as of this ____ day of _____, 2003.

Seller: PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

10.2.23

Schedule "1"
To Grant Deed

Legal Description

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

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

10.2.24

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

10.2.25

Document No. _____
Recorded _____, 2003

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

TO: Recorder
County of Placer

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

Grantor: Placer Holdings, Inc., a California corporation
Grantee: Western Placer Unified School District Financing Corporation, a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California

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

_____
(Signature of Grantor or Agent)

_____
(Firm Name)

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

10.2.26

EXHIBIT "C"

Assignment and Bill of Sale

10.2.27

ASSIGNMENT AND BILL OF SALE

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

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

Unless otherwise defined herein, all initially capitalized terms shall have the meaning ascribed to such term in the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 2003, between Buyer and Seller.

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

IN WITNESS WHEREOF, Seller has executed this Assignment and Bill of Sale this ___ day of _____, 2003.

PLACER HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

10.2.28

EXHIBIT "D"

Memorandum of Post-Closing Obligations

10.2.29

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Morrison & Foerster LLP
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612-2445
Attn: Sonia A. Lister, Esq.

(Space above this line for Recorder's use)

MEMORANDUM OF POST-CLOSING OBLIGATIONS

THIS MEMORANDUM OF POST-CLOSING OBLIGATIONS dated as of _____, 2003, is made by and between PLACER HOLDINGS, INC., a California corporation ("Seller") and WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION, a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California ("Buyer").

1. For good and valuable consideration, the receipt and adequacy which are hereby acknowledged, Buyer and Seller have entered into an agreement for the purchase and sale of the real property located in the City of Lincoln, County of Placer, State of California, more particularly described on the attached Schedule "1", upon and subject to the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 2003 (the "Purchase Agreement"), between the parties hereto, which contains certain obligations on the part of Buyer with respect to the maintenance of certain landscaping improvements as set forth in Section 9.4 of the Purchase Agreement ("Buyer's Landscaping Obligations"). The parties intend that Buyer's Landscaping Obligations shall be binding upon the successors and assigns of Buyer.

2. The purpose of this Memorandum of Post-Closing Obligations is to give notice of the rights and obligations of the parties hereto under the Purchase Agreement with respect to Buyer's Landscaping Obligations and other terms thereof, and all the terms and conditions of Section 9.4 of the Purchase Agreement are incorporated herein by reference as if they were fully set forth herein.

3. Subject to the applicable terms of the Purchase Agreement, this Memorandum of Post-Closing Obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

10.2.30

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

SELLER:

PLACER HOLDINGS, INC.
a California corporation

By: _____
Name: _____
Title: _____

BUYER:

WESTERN PLACER UNIFIED SCHOOL DISTRICT FINANCING CORPORATION, a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

10.2.31

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

10.2.32

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

STATE OF _____)
) SS.:
COUNTY OF _____)

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

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

_____
Notary's printed name
Notary's commission expires:_____

10.2.33

SCHEDULE "1"

Legal Description of Subject Property

That certain real property located in the City of Lincoln, County of Placer, State of California, as more particularly described as follows:

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

10.2.34

EXHIBIT "E"

Grading Exhibit

10.2.35

EXHIBIT "F"

Assessment District Liens and Benefits Schedule

10.2.36

SUPPORT REDUCTIONS:	AMOUNT	% OF CONTRIBUTION
Maintenance Operating Budget	100,000	
1.00 FTE District Maintenance Worker	58,395	
Installation of Trash Compactors	40,000	
Custodial Operating Budget	25,120	
District Office Discretionary Budget	26,490	
Custodial Substitutes and Overtime	29,833	
Instructional Staff Development	15,000	
Fiscal Services Discretionary Budget	15,100	
Clerical Substitutes and Overtime	13,250	
Maintenance Substitutes and Overtime	12,150	
Board of Trustees' Discretionary Budget	8,750	
Public Relations/Marketing	6,000	
Human Resources Discretionary Budget	2,500	
TOTAL SUPPORT REDUCTIONS	**352,588**	**24.4%**
CORE REDUCTIONS:		
Miller-Unruh	99,513	
9-12 Discretionary Budgets	16,688	
Lincoln High School Athletics	10,000	
K-5 Discretionary Budgets	9,660	
6-8 Discretionary Budgets	5,999	
Lincoln High School SBLT	5,000	
Special Education Teacher Allocation	4,675	
Home-Hospital/IS Budget	4,500	
Special Education Operations	1,330	
AG Special Projects	3,300	
Lincoln High School North	3,000	
Phoenix High School	500	
TOTAL CORE REDUCTIONS	**164,165**	**11.4%**
INCREASE TRANS & FIELD TRIP FEES	**10,000**	**0.7%**
TRANSFER FROM RESERVE	**917,178**	**63.5%**
GRAND TOTAL	**1,443,931**	

FY 2003-04 PROJECTED BUDGET

OBJECT CODE	DESCRIPTION	FY 2003-04 PROJECTED BUDGET	FY 2003-04 PROJECTED BUDGET
	Beginning Balance	842,092	842,092
	Revenues:		
8010-8099	**Revenue Limit Sources**	27,350,954	27,578,296
8100-8299	**Federal Revenues**	1,152,746	1,402,066
8300-8599	**State Revenues**	2,734,478	2,909,742
8600-8799	**Local Revenues**	1,697,950	2,004,020
	Total Revenues	32,936,128	33,894,124
	Total Beginning Balance & Revenues	33,778,220	34,736,216
	Expenditures:		
1000-1999	**Certificated Salaries**	13,416,411	13,570,057
2000-2999	**Classified Salaries**	3,542,615	3,762,507
3000-3999	**Employee Benefits**	4,872,986	4,594,036
4000-4999	**Books and Supplies**	1,505,188	1,575,723
5000-5999	**Contracted Services**	1,929,926	2,124,244
6000-6999	**Capital Outlay**	0	29,995
7000-7999	**Other Outgo**	9,433,099	9,434,360
	Total Expenditures	34,700,225	35,090,922
	Ending Balance	-922,005	-354,706
	Components of Ending Fund Balance:		
	Revolving Cash	2,000	2,000
	Textbook Reserve	0	50,000
	Economic Uncertainties (3%)	1,041,007	1,052,728
	Total Reserves	1,043,007	1,104,728
	FUND BALANCE	-1,965,012	-1,459,434

7.2.2