

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

<u>School</u>	<u>1/3/03</u>	<u>1/31/03</u>
Sheridan Charter School (K-8)	146	141
Sheridan School Independent Study (SSIS)	30	33
First Street School	559	564
Carlin C. Coppin Elementary (K-5)	502	514
Creekside Oaks Elementary (K-5)	661	665
Glen Edwards Middle (6-8)	890	889
Lincoln High School/Lincoln North	946	934
Phoenix High School	53	54
PCOE Home School	10	10
TOTAL:	3797	3804
<u>Phoenix Infant/Toddler Center</u>	24	
<u>Preschool/Head Start</u>		
First & J Streets	22	
Sheridan Program	22	
Carlin Coppin Program	22	
<u>Adult School</u>		
Citizenship/ESL	120	
Evening Classes		
Adult Ed. Child Care	45	

GLOBAL DISTRICT GOALS

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
February 18, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – Library
790 "J" STREET, LINCOLN, CA**

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

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

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

CLOSED SESSION AGENDA

1. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 01/02 (B) Re-Entry Hearing
 - b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (L)
 - c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (M)
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
 - a. Property: Twelve Bridges property for the high school.
 - b. Negotiating parties: Western Placer Unified School District, Sierra Community College.
 - c. Under negotiations: Terms of agreement.

REGULAR MEETING AGENDA

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

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY**
 - The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

- a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 01/02 (B) Re-Entry Hearing
- b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (L)
- c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 02/03 (M)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a. Property: Twelve Bridges property for the high school.
- b. Negotiating parties: Western Placer Unified School District, Sierra Community College.
- c. Under negotiations: Terms of agreement.

3. SPECIAL ORDER OF BUSINESS

3.1 SHERIDAN SCHOOL FEATURED

- The Sheridan School plans to showcase "What is New at Sheridan School". There will be a report on graphing calculators, new school track, student recognition, SBLT report, etc.

3.2 LINCOLN VOLUNTEER CENTER REPORT

- Bob Romness, Director of the Lincoln Volunteer Center will update the Board of Trustees on what is happening with the volunteer center.

4. CONSENT AGENDA

NOTICE TO THE PUBLIC

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

4.1 Ratification of Personnel Items

- a. Certificated:
 - a.a Request for Maternity Leave, Barbie Baio, 3rd Grade Teacher @ COES
 - a.b Request for Child Rearing Leave, C.J. Nichols, P.E. Teacher @ GEMS
 - a.c Ratification of Certificated Resignation, Patty Horn, Language Arts Teacher @ LHS

Regular Meeting of the Board of Trustees
February 18, 2003
Agenda

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b. Classified Employment:

b.a Micki Marino, Campus/Cafeteria Supervisory, 2 hr/day, @ FSS

- 4.2 Approval of Resolution # 02/03.20 Regarding the ¼ Mile Determination Findings for the Twelve Bridges Elementary School
- 4.3 Approval of Resolution #02/03.21 Regarding the ¼ Mile Determination Findings for the Twelve Bridges Middle School
- 4.4 Ratification of the Proposal From Economic & Planning Systems to Form Community Facilities District No. 2
- 4.5 Ratification of the Proposal from Blackburn Consulting to Prepare a Geotechnical Report for the Twelve Bridges Middle School Site
- 4.6 Ratification of the Proposal from Andregg, Inc. for Topographic and Boundary Mapping for the Twelve Bridges Middle School Site
- 4.7 Ratification of API Expenditure(s), COES and FSS

5. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2.

Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6. REPORTS & COMMUNICATION

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

7. PUBLIC HEARING

7.1 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE FOSKETT RANCH ELEMENTARY SCHOOL

- This public hearing is to allow for public comments regarding the Mitigated Negative Declarations for the construction of the proposed Foscett Ranch Elementary School.

8. ♦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.

8.1 (D/A) APPROVAL OF THE MITIGATED NEGATIVE DECLARATION FOR THE FOSKETT RANCH ELEMENTARY SCHOOL - Stewart (02/03 G & O, Component V)

- The public review period for the Foscett Ranch Elementary School Mitigated Negative Declaration commenced on January 16, 2003 and ended on February 14, 2003, a period of thirty days. As of February 7, 2003, there have not been any responses to the project. All information received after February 7, 2003, and up until February 14, 2003, will be presented to the Board of Trustees for their consideration.

8.2 (D/A) APPROVAL OF RESOLUTION NO. 02/03.22 REGARDING THE ¼ MILE DETERMINATION FINDINGS FOR THE FOSKETT RANCH ELEMENTARY SCHOOL - Stewart (02/03 G & O, Component V)

- This resolution acknowledges, based on the findings in the previously approved Mitigated Negative Declaration, that the Foscett Ranch Elementary School is not a hazardous site nor is it located within ¼ mile of a hazardous site.

8.3 (D/A) ADOPTION OF NEW POLICIES - Yohe

(02/03 G & O, Components I – V)

•The District Policy Committee has reviewed the following new policies and regulations. These new policies and regulations were submitted on a first reading basis on February 4.

- AR 5111.13 Residency for Homeless Children
- AR 5131.62 Tobacco
- BP 6164.2 Guidance/Counseling Services
- BP/AR 6173 Education for Homeless Children

9. COMMENTS - BOARD OF TRUSTEES

9.1 2003 CSBA DELEGATE ASSEMBLY ELECTION

10. FUTURE AGENDA ITEMS

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

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

11. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
 - >February 25, 2003 3:30 – 5:30 p.m. Lincoln High School Library
Budget Workshop
 - >March 4, 2003, 7:00 p.m. Lincoln High School Library

Regular Meeting of the Board of Trustees
February 18, 2003
Agenda

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12. ADJOURNMENT OF REGULAR SESSION

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

Posted: 2/13/03
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DISCLOSURE
OF ACTION
TAKEN IN
CLOSED SESSION,
IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA

PLACE: Administrative Conference Room – 810 J Street
DATE: February 18, 2003
TIME: 5:30 p.m.

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- | | |
|----|--|
| a. | Property: Twelve Bridges property for the high school. |
| b. | Negotiating parties: Western Placer Unified School District, Sierra Community College. |
| c. | Under negotiations: Terms of agreement. |

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. PERSONNEL

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

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS

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

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

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LIP) ____
Complies with Governance & Management Document ____
Complies with District Goals ____
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
Expulsion Re-entry
Student # 01-02 B

AGENDA ITEM AREA:

Disclosure of action taken in closed session.

REQUESTED BY:

John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:

February 18, 2003

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

The administration recommends the Board of Trustees disclose any action taken in regards to the above items

2.1a

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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 L

AGENDA ITEM AREA:

Disclosure of action taken in closed session.

REQUESTED BY:

John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:

February 18, 2003

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

The administration recommends the Board of Trustees disclose any action taken in regards to the above items

2.1 b

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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 M

AGENDA ITEM AREA:

Disclosure of action taken in closed session.

REQUESTED BY:

John Wyatt
Administrative Hearing Officer

ENCLOSURES:

MEETING DATE:

February 18, 2003

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

The administration recommends the Board of Trustees disclose any action taken in regards to the above items

2.1c

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LUP) ____
Complies with Governance &
Management Document ____
Complies with Mission Statement ____
Funding Sign-Off by J. Stewart ____

Personnel Sign-Off by B. Noyes ____
Program Sign Off by S. Leaman ____

SBLT Involvement ____
Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET**

SUBJECT:

Conference with
Property Negotiator

AGENDA ITEM AREA:

DISCLOSURE OF CLOSED SESSION
ACTION

REQUESTED BY:

Roger R. Yohe,
Superintendent

ENCLOSURES:

MEETING DATE:

February 18, 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 any action taken on this item.

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2.2

SPECIAL ORDER OF BUSINESS

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET**

SUBJECT:

Sheridan School Featured

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Board of Trustees

ENCLOSURES:

Yes

MEETING DATE:

February 18, 2003

BACKGROUND:

Sheridan School plans to showcase "What is New at Sheridan School". There will be a report on graphing calculators, new school track, student recognition, SBLT report, etc.

SUPERINTENDENT'S RECOMMENDATION:

The administration recommends the Board of Trustees enjoy this presentation.

Sheridan School



Date: February 3, 2002

To: Board of Trustees

From: Ms. Pezanoski, Principal

Re: Sheridan School Presentation

Sheridan School plans to showcase "What Is New At Sheridan School" on the night of February 18, 2003.

The program plan is as follows:

Graphing Calculators - Ms. Pezanoski/Dan Burbage-Macaluso

Sheridan School Track - Ms. Pezanoski/Deputy Mike Whitney

"New News" - Student honored, Sheridan staff attend workshops, Sacramento Bee article

SBLT Report - Mrs. Eslinger, parent member

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World		COMPLIANCE CHECK LIST	
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.	Complies with Board Policy	___
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Site Plan (LP)	___
3.	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Complies with Governance & Management Document	___
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Complies with Mission Statement	___
		Funding Sign-Off by J. Stewart	___
		Personnel Sign-Off by B. Noyes	___
		Program Sign Off by S. Leaman	___
		SBLT Involvement	___
			Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET**

SUBJECT:

Lincoln Volunteer Center
Report

AGENDA ITEM AREA:

SPECIAL ORDER OF BUSINESS

REQUESTED BY:

Board of Trustees
Superintendent

ENCLOSURES:

Progress Report

MEETING DATE:

February 18, 2003

BACKGROUND:

Bob Romness, Director of the Lincoln Volunteer Center, will update the Board of Trustees on what is happening with the volunteer center.

SUPERINTENDENT'S RECOMMENDATION:

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

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Lincoln Volunteer Center
WPUSD School Board
Progress Report – February 18, 2003

- 1. Volunteer Involvement**
- 2. Volunteer of the Month/Year**
- 3. Community Giving Tree**
- 4. Downtown Parade and Christmas Tree Lighting**
- 5. Make a Difference Day – October 27**
- 6. September 11 Tribute**
- 7. Public Works Projects**
- 8. Tour de Lincoln**
- 9. Marketing/Promotion**
- 10. Questions?**

Our mission “Shaping Our Future By Serving Our Community”
Thank you again for your support in making this mission a reality.

3.2.2

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 <u> X </u> Complies with Site Plan (LIP) <u> </u> Complies with Governance & Management Document <u> </u>
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals <u> X </u> Complies with District Mission Statement <u> </u>
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 <u> </u>
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 <u> <i>BN</i> </u> Program Sign Off by S. Leaman <u> </u> SBLT Involvement <u> </u> Initial <u> </u>

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Request for Maternity Leave

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY: *BN*
Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:
February 18, 2003

BACKGROUND:

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

Barbie Baio – 3rd Grade Teacher – COE

SUPERINTENDENT'S RECOMMENDATION:

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

4.1 aa

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Request for Child
Rearing Leave

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes *BN*
Director, Human Services

ENCLOSURES:

MEETING DATE:

February 18, 2003

BACKGROUND:

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

C.J. Nichols, P.E. Teacher, GEMS

SUPERINTENDENT'S RECOMMENDATION:

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

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy <u> x </u> Complies with Site Plan (LIP) <u> </u> Complies with Governance & Management Document <u> </u>
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals <u> x </u> Complies with District Mission Statement <u> </u>
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 <u> </u>
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 <u> <i>B/N</i> </u> Program Sign Off by S. Leaman <u> </u> SBLT Involvement <u> </u> Initial <u> </u>

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 *B/N*
Director, Human Services

ENCLOSURES:

MEETING DATE:

February 18, 2003

BACKGROUND:

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

Patty Horn, Language Arts Teacher, LHS

SUPERINTENDENT'S RECOMMENDATION:

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

*4.1
a.c*

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

AGENDA ITEM:

Approve Resolution No. 02/03.20 Regarding the
¼ Mile Determination Findings for the Twelve
Bridges Elementary School.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached resolution acknowledges, based on the findings in the previously approve Mitigated Negative Declaration, that the Twelve Bridges Elementary School is not a hazardous site nor is it located within ¼ mile of a hazardous site.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution No. 02/03.20 regarding the ¼ mile determination findings for the Twelve Bridges Elementary School.

4.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 02/03.20

RESOLUTION REGARDING THE)
¼ MILE DETERMINATION FINDINGS)
FOR THE TWELVE BRIDGES)
ELEMENTARY SCHOOL)

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

AYES:
NOES:
ABSENT:

=====

(1) Per Education Code Section 17213(a) and Public Resource Code Section 21151.8(a)(1), and based upon information included in the negative declaration/initial study (or Environmental Impact Report *or in the CEQA document referenced Geohazards Report or Phase I Environmental Site Assessment or other such investigation*), for the Twelve Bridges Elementary proposed school site, the Board hereby determines that the school site:

- a) is not the site of a current or former hazardous waste disposal or solid waste disposal site (*or, was a former waste disposal site for which the wastes have been removed*), and
- b) is not a hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, and
- c) is not a site which contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood.

(2) Per Education Code Section 17213(b) and (c) and Public Resource Code Section 21151.8(a)(2) and (3), the Placer County Air Pollution Control District, United States Environmental Protection Agency, Department of Toxic Substance Control, the Regional Water Quality Control Board, the California Highway Patrol and the local police and fire department in writing and consulted by the Western Placer Unified School District acting as lead agency with regard to identifying any facilities within ¼ mile of the Twelve Bridges Elementary proposed school site which might be reasonably anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.

The Board hereby finds that the above-mentioned consultation (*either*)

- a) identified no such specified facilities within ¼ mile of the proposed school site. *or*
- b) identified such specified facilities do exist within ¼ mile of the proposed school site, but that based upon analysis contained in or referenced in the negative declaration/initial study (or Environmental Impact Report *or other such CEQA document referenced investigation*), the Board further finds that the following condition applies: (*either*)

4.2.1

- i) the health risks from the facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. *or*
- ii) corrective measures required under an existing order by another agency having jurisdiction over the facilities will, before the school is occupied, result in the mitigation of all chronic or accidental hazardous air emissions to levels that do not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. The Board also acknowledges that a subsequent Board finding that the emissions have been so mitigated, prior to occupancy of the school, shall also be required.

President of the Governing Board
Western Placer Unified School District

ATTEST:

Clerk, Governing Board
Western Placer Unified School District

4.2.2

**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 Resolution No. 02/03.21 Regarding the
¼ Mile Determination Findings for the Twelve
Bridges Middle School.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached resolution acknowledges, based on the findings in the previously approve Mitigated Negative Declaration, that the Twelve Bridges Middle School is not a hazardous site nor is it located within ¼ mile of a hazardous site.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution No. 02/03.21 regarding the ¼ mile determination findings for the Twelve Bridges Middle School.

4.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 02/03.21

RESOLUTION REGARDING THE)
¼ MILE DETERMINATION FINDINGS)
FOR THE TWELVE BRIDGES)
MIDDLE SCHOOL)

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

AYES:

NOES:

ABSENT:

=====

(1) Per Education Code Section 17213(a) and Public Resource Code Section 21151.8(a)(1), and based upon information included in the negative declaration/initial study (or Environmental Impact Report *or in the CEQA document referenced Geohazards Report or Phase I Environmental Site Assessment or other such investigation*), for the Twelve Bridges Middle School proposed school site, the Board hereby determines that the school site:

- a) is not the site of a current or former hazardous waste disposal or solid waste disposal site (*or, was a former waste disposal site for which the wastes have been removed*), and
- b) is not a hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, and
- c) is not a site which contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood.

(2) Per Education Code Section 17213(b) and (c) and Public Resource Code Section 21151.8(a)(2) and (3), the Placer County Air Pollution Control District, United States Environmental Protection Agency, Department of Toxic Substance Control, the Regional Water Quality Control Board, the California Highway Patrol and the local police and fire department in writing and consulted by the Western Placer Unified School District acting as lead agency with regard to identifying any facilities within ¼ mile of the Twelve Bridges Middle School proposed school site which might be reasonably anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.

The Board hereby finds that the above-mentioned consultation (*either*)

- a) identified no such specified facilities within ¼ mile of the proposed school site. *or*
- b) identified such specified facilities do exist within ¼ mile of the proposed school site, but that based upon analysis contained in or referenced in the negative declaration/initial study (or Environmental Impact Report *or other such CEQA document referenced investigation*), the Board further finds that the following condition applies: (*either*)

4.3.1

- i) the health risks from the facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. *or*
- ii) corrective measures required under an existing order by another agency having jurisdiction over the facilities will, before the school is occupied, result in the mitigation of all chronic or accidental hazardous air emissions to levels that do not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. The Board also acknowledges that a subsequent Board finding that the emissions have been so mitigated, prior to occupancy of the school, shall also be required.

President of the Governing Board
Western Placer Unified School District

ATTEST:

Clerk, Governing Board
Western Placer Unified School District

4.3.7

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

AGENDA ITEM:

Ratify the Proposal from Economic & Planning Systems
To Form Community Facilities District No. 2.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached proposal authorizes Economic & Planning Systems to assist the District in forming a second Community Facilities District (CFD). The request for the new CFD originated from SunCal who is the Lincoln Crossings landowner. The primary difference between CFD No. 1 and CFD No. 2 is that CFD No. 2 will allow for 100% payment of the special tax by the homeowner. This option is not offered within the parameters of CFD No. 1. The initial budget for this formation is \$20,000; however, since this work is being done at the landowner's request, SunCal will reimburse the District for all incurred costs.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees to ratify the proposal from Economic & Planning Systems to form Community Facilities District No. 2.





Economic &
Planning Systems

*Public Finance
Real Estate Economics
Regional Economics
Land Use Policy*

January 24, 2003

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

Subject: Formation of CFD No. 2; EPS #13411

Dear Mr. Stewart:

Economic & Planning Systems, Inc. (EPS) is pleased to submit this proposal to provide special tax rate consulting services for a new Mello-Roos Community Facilities District (CFD). EPS was on the team that created CFD No. 1 for the District and appreciates the opportunity to propose on this project. EPS has the knowledge, experience, ability, and dedication to bring this project to a successful conclusion.

EPS will coordinate the adoption process with the District's attorneys, Kronick Moskovitz Tiedemann & Girard and Stone and Youngberg, LLC. The District will contract separately for services by Kronick Moskovitz Tiedemann & Girard, and Stone and Youngberg, LLC will review the CFD documents at no charge to assure the District's ability to issue bonds in the future, if desired.

SCOPE OF SERVICES

EPS will work closely with District staff, property owner representatives, Kronick Moskovitz Tiedemann & Girard, and Stone & Youngberg, LLC as needed to form CFD No. 2. The work will include the following tasks:

- Task 1.1: Develop Tax Formula Options. EPS will compare potential tax formulas to the revenue produced under CFD#1.
- Task 1.2: Prepare Mello-Roos Special Tax Formula and Hearing Report.
- Task 1.3: Provide support for Formation of the CFD.

BUDGET

The estimated budget for formation of a new CFD is between \$15,000 and \$40,000 depending on the amount of analysis performed and meetings attended. EPS recommends an initial budget for Task 1 of \$20,000.

SACRAMENTO

1750 Creekside Oaks Drive, Suite 290
Sacramento, CA 95833-3647
www.epsys.com

phone: 916-649-8010
fax: 916-649-2070



BERKELEY

phone: 510-841-9190
fax: 510-841-9208

DENVER

phone: 303-623-3557
fax: 303-623-9049

4.4.1

EPS's fees are based on a direct cost (hourly rates and direct expenses) not-to-exceed basis. Therefore, you will be charged only for the work actually performed up to a specific authorized budget. If the project becomes more involved than is anticipated at this time and requires additional EPS resources, additional budget will be requested.

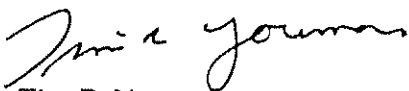
SCHEDULE

EPS recognizes the desire to wrap up this project quickly, and intends to complete Task 1.1 by February 19, 2003, and Task 1.2 by February 26, 2003. Task 1.3 would provide support for adoption of the Notice of Intent at the March 4 Board meeting and the formation of the CFD at the April 15 Board meeting.

If this proposal meets with your approval, please sign and return one letter agreement and keep the other for your records. EPS's Standard Terms and Conditions and current billing rates are attached as part of this letter agreement. If you require any changes to this proposal, or if you have any questions, please call me at 916-649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



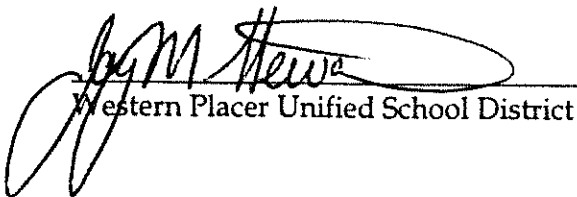
Tim R. Youmans
Managing Principal



Paul D. Woods
Vice-President

Attachments

Approved by:


Western Placer Unified School District

1/31/03
Date

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. **AUTHORITY.**

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. **INDEPENDENT CONTRACTOR.**

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. **INSURANCE.**

CONSULTANT shall maintain the following insurance:

- Workers Compensation as required by law;
- General Liability insurance policy of \$1,000,000 for personal injury and property damage;
- Auto Liability insurance of \$1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired cars, owned and non-owned vehicles;
- Errors and Omissions/Professional Services Liability insurance in the amount of \$1,000,000.

4. **PERSONNEL.**

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. **INTEREST OF CONSULTANT.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. **PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.**

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS ("EPS work product"), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS work

product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS work product for purposes unrelated to the Project, (ii) modify EPS work product, or (iii) disclose or distribute any EPS work product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. CONFIDENTIALITY.

Any reports, information, or data given to or prepared or assembled by the CONSULTANT under this Agreement which the CLIENT requests in writing to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. AMENDMENTS TO THE CONTRACT.

No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. DISPUTED INVOICES.

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. AUDITS AND INSPECTIONS.

Upon reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. COMPENSATION FOR TESTIMONY AND PREPARATION THEREOF.

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a Subconsultant, (or if CONSULTANT or a Subconsultant is otherwise required) to testify, provide information, produce materials or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. TERMINATION OF AGREEMENT.

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, upon completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based upon any claim of CONSULTANT default such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement incurred by the CONSULTANT during the period of the Agreement which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. INDEMNIFICATION/LIMITATION OF LIABILITY.

CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.

CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents and not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents.

14. STANDARD OF PERFORMANCE.

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based upon the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS assume that no significant changes in Project conditions will occur beyond those expressly discussed in EPS work product. EPS shall be able to rely on information provided to it by the CLIENT and EPS shall have no responsibility to audit or otherwise verify such information.

15. FORCE MAJEURE.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes or other disasters.

16. ARBITRATION AND ATTORNEYS FEES.

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in the County of Alameda, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). In Arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding upon the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

17. GOVERNING LAW.

This contract will be governed by and construed in accordance with the laws of the State of California.

18. NOTICE.

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective upon receipt of notice of such change by the opposite party.

EPS STAFF HOURLY BILLING RATES

Managing Principals

Walter Kieser	\$225
James Musbach	\$225
Tim Youmans	\$225

Principals

David Zehnder	\$195
Richard Berkson	\$190
Jason Moody	\$175
Dan Guimond	\$165

Vice Presidents

James Edison	\$150
Darin Smith	\$140
Jamie Gomes	\$135
Georgette Lorenzen	\$135
Russell Powell	\$135
Teifion Rice-Evans	\$135
Dave Sanders	\$135
Paul Woods	\$135
Arleen Taniwaki	\$130

Senior Associates

Jack Sevey	\$120
Nicole Brown Graham	\$115
Jennifer Ott	\$115
Kate Rosenlieb	\$115
Eve Stewart	\$115
Andy Knudtsen	\$110
Eric Nickell	\$110

Senior Technical Associates

Edward Sullivan	\$130
Allison Shaffer	\$115

Associates

Shanna Wasserman	\$110
Nicole Monroe Layman	\$90
Rupa Parikh	\$90
Steve Billings	\$85
Isabel Domeyko	\$85
Dmitry Semenov	\$85
Jason Tundermann	\$85

Research Analysts

Heather Ross	\$80
Fiona Hsu	\$75
Christine McMillan	\$75
Lisa Schroeer	\$75
Rosanne Helms	\$70
Nick Sanders	\$70

Production Staff

\$50

Administrative Staff

\$50

Updated 01/22/2003.

Individual rates may be adjusted periodically.

4.4.7

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

AGENDA ITEM:

Ratify the Proposal from Blackburn Consulting to Prepare
A Geotechnical Report for the Twelve Bridges Middle
School Site.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached proposal authorizes Blackburn Consulting to perform a geotechnical study on the Twelve Bridges Middle School site. The fee for this study is \$14,223.00.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees to ratify the proposal from Blackburn Consulting to prepare a geotechnical report for the Twelve Bridges Middle School Site.

4.5

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



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

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

January 31, 2003

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

Subject: **Twelve Bridges Middle School**
E. Lincoln Parkway
Lincoln, California
Proposal For Geotechnical Report

Dear Mr. Stewart,

Blackburn Consulting, Inc., (BCI) is pleased to submit this proposal to prepare a geotechnical report for the Twelve Bridges Middle School on E. Lincoln Parkway in Lincoln, California. Below, we present Project Description, Scope of Services, Fee, Schedule and Agreement.

PROJECT DESCRIPTION

Based on our discussion with NTD Architects, we understand that the site consists of both the school campus and adjacent proposed park. The project will consist of the following:

- Single story classroom, administration, science, multipurpose, gymnasium, amphitheater, and art buildings with concrete slab-on-grade floors
- Asphalt concrete parking, hardcourt and drive aisles
- Exterior concrete flatwork
- Underground storm drain, sewer, water and other utility lines
- Playfields and park restroom buildings

We understand that Placer Holdings, Inc. recently mass graded the site and Engeo, Inc. prepared an August 5, 2002 letter to document their testing and observation services during this work. We anticipate site grading for the new school and park will involve minor cuts and fills less than 5 feet in thickness.

SCOPE OF SERVICES

In accordance with your request, we provide the following scopes of service to prepare a Geotechnical Report.

4.5.1

Twelve Bridges Middle School
Proposal for Geotechnical Report

January 31, 2003

Task 1: Preliminary

- Review the project with you and NTD Architects.
- Review Engeo, Inc.'s August 5, 2002 "Testing and Observation Services During Grading" letter for the site.
- Review Engeo, Inc.'s daily field reports for the mass grading (to be obtained and provided by NTD Architects).
- Review Sheet 25R of Terrance Lowell & Associate's September 19, 2001 "Village 5 & 6 Grading Plan, Lot E Contour Grading" plan (to be obtained and provided by NTD Architects).
- Review our June 2001 Geologic Hazards Report for the school site.
- Review a site plan showing the proposed improvements.
- Mark the site for Underground Services Alert.

Task 2: Subsurface Exploration

We propose to observe the excavation of 25 test pits to depths of 10 to 15 feet (or refusal) in proposed building areas (and in fill embankment areas) using a conventional rubber-tired backhoe. We will observe 6 additional test pits to depths of 5 feet (or refusal) in proposed pavement and playfield areas. We will obtain bulk samples from the test pit spoils for laboratory testing. We will also obtain nuclear density tests at various intervals to determine in-place density and moisture content, unless rocky soil or rocky fill precludes accurate testing.

For landscape suitability testing, we will obtain composite bulk samples of the upper 6 to 8 inches of soil in both the main campus area and the playfield/park area.

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

Task 3: Laboratory Testing

On a preliminary basis, we propose to perform the following laboratory tests on representative soil samples obtained from the exploratory test pits:

- Moisture content for soil consistency and swell potential analysis
- Maximum density curve for fill compaction evaluation.
- % lime for stabilization to provide lime treatment of on-site clay if necessary
- Expansion Index (with and without lime) to determine swell potential analysis
- Soil Corrosion (pH, resistivity, sulfates, chlorides) for corrosivity analysis
- Landscape Suitability for landscape plants and turf/grass soil amendment recommendations.
- R-value for pavement design

Twelve Bridges Middle School
Proposal for Geotechnical Report

January 31, 2003

Task 4: Engineering Analysis

Perform engineering analysis and calculations to help determine:

- Soil expansion estimates, including soil treated with lime to reduce expansion potential if deemed necessary.
- Bearing capacity and lateral resistance for foundations
- Existing embankment slope stability
- Settlement estimates
- Lateral pressures for retaining wall design
- Grading recommendations, including finish cut and fill slope inclinations and soil/rock excavatability
- Pavement sections

Task 5: Prepare Geotechnical Report

BCI will prepare a report containing the following:

- Project description.
- Subsurface soil, rock and ground water conditions.
- Laboratory test results.
- 1998 CBC Seismic Design Parameters.
- Conclusions related to existing fill placement and compaction.
- Existing fill overexcavation, if deemed necessary.
- Grading and slope construction recommendations. These will include an alternative for lime treatment of on-site clay soil to provide nonexpansive fill, if deemed necessary based on subsurface conditions.
- Utility trench backfill recommendations
- Foundation recommendations including type, minimum depth/width, allowable bearing capacity, lateral soil resistance, coefficient of friction to resist sliding, and settlement estimate.
- Lateral earth pressures for retaining wall design.
- Concrete slab-on-grade floor and exterior flatwork recommendations.
- Pavement section recommendations for asphalt concrete pavement.
- Landscape suitability test results and amendment recommendations.
- Site plan with test pit locations.
- Test pit logs

Twelve Bridges Middle School
Proposal for Geotechnical Report

January 31, 2003

Fee

We will provide the above scope of services for a fee of \$14,223. We attach an itemization of our fee for reference. We will not exceed this fee without a change in scope and your authorization.

Schedule

We understand that NTD Architects wishes to complete Design Development documents by March 1, 2003. We have tentatively scheduled a backhoe for February 6-7, 2003 to perform our subsurface investigation, weather permitting. Provided we receive a signed agreement on or by February 3, 2003, we will submit the Geotechnical Report on or before February 28, 2003 (approximately 20 working days), weather permitting.

Agreement

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

Thank you for selecting BCI to provide geotechnical engineering services for the Twelve Bridges Middle School. We are looking forward to working with you. Please call if you have questions or require additional information.

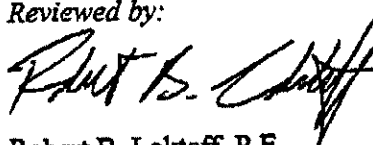
Sincerely,

BLACKBURN CONSULTING, INC.



Dave Morrell, P.E.
Senior Engineer

Reviewed by:



Robert B. Lokteff, P.E.
Project Manager

Attached: Fee Itemization for Geotechnical Report
Agreement

Copies: 2 to Addressee
1 to NTD Architects/John Holman

4.5.4

Twelve Bridges Middle School**Fee Itemization For Geotechnical Report**

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

Date: January 31, 2003

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Preliminary	Proj. Mgr.	1	\$125	hour	1	\$125	
	Sr. Engineer	8	\$110	hour	1	\$880	
	Mileage	70	\$0.50	mile	1	\$35	
							\$ 1,040
Subsurface Exploration	Sr. Engr.	18	\$110	hour	1	\$1,980	
	Mileage	140	\$0.50	mile	1	\$70	
	Backhoe	18	\$90	hour	1.2	\$1,944	
							\$ 3,994
Laboratory Testing	Moisture Content	10	\$25	test	1	\$250	
	Max Density Curve	3	\$180	test	1	\$540	
	% Lime for Stab.	1	\$80	test	1	\$80	
	Direct Shear	6	\$95	test	1	\$570	
	Expansion Index	6	\$145	test	1	\$870	
	Soil Corrosion	2	\$225	test	1	\$450	
	R-value	2	\$225	test	1	\$450	
	Landscape Suitability	2	\$85	test	1.2	\$204	
							\$ 3,414
Engineering Analysis	Sr. Engr.	16	\$110	hour	1	\$1,760	
	Proj. Manager	2	\$125	hour	1	\$250	
							\$ 2,010
Prepare Report	Sr. Engr.	20	\$110	hour	1	\$2,200	
	Proj. Mgr.	3	\$125	hour	1	\$375	
	Principal	3	\$180	hour	1	\$540	
	Project Assistant	4	\$65	hour	1	\$130	
	Drafting	8	\$65	hour	1	\$520	
							\$ 3,765
Total Fee Estimate							\$ 14,223

4.5.5



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

AGREEMENT

Sign and Return

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

SERVICES

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

SCOPE OF SERVICES

Prepare a Geotechnical Report and for the Twelve Bridges Middle School as outlined in Our January 31, 2003 proposal to You.

PAYMENT

You will pay our invoices upon receipt. You will pay a late payment charge at the rate of 1 1/4% per month beginning 30 days after receipt. At Our option, We may suspend or terminate this Agreement and withhold services/documents if payments are not made when due.

SUBSURFACE CONDITION

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

HAZARDOUS MATERIALS

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

LIMITATIONS ON REMEDIES

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

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

INDEMNIFICATION

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

INSURANCE

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

MEDIATION

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

TERMINATION

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

FULL AND FINAL AGREEMENT

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

TIME BAR TO LEGAL ACTION

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

BIOLOGICAL POLLUTANTS

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

CONSTRUCTION MONITORING

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

CLIENT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
Signature: <i>[Signature]</i>
Print Name/Title: <i>Tom N. Stewart, Asst. Supt.</i>
Date: <i>1/31/03</i>

BLACKBURN CONSULTING INC.
Signature: <i>[Signature]</i>
Print Name/Title: <i>Robert B. Lokoff, Project Manager</i>
Date: <i>January 31, 2003</i>

PO 32536

H. B. 6

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

AGENDA ITEM:

Ratify the Proposal from Andregg, Inc. for Topographic And Boundary Mapping for the Twelve Bridges Middle School Site.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached proposal authorizes Andregg, Inc. to provide surveying and mapping services for the Twelve Bridges Middle School site. The estimated not-to-exceed fee for this service is \$8,695.00.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees to ratify the proposal from Andregg, Inc. for topographic and boundary mapping for the Twelve Bridges Middle School Site.

4.6

ANDREGG, INC.**SURVEYING • MAPPING • GEOMATICS**

January 28, 2003

Mr. John Holman
 N.T.D. Architects
 200 Auburn Folsom Road, Suite 200
 Auburn, CA 95603

Phone: 530-888-0999
 Fax: 530-888-7336 ✓

**Re: Topographic and Boundary Mapping
 Twelve Bridges Middle School
 APN 329-020-004
 Ptn Section 34, T12N, R06E, MDM
 City of Lincoln, Placer County, CA**

Dear Richard:

Per your RFP faxed on 1/27/03, herewith is our proposal and contract to provide surveying and mapping services for your Twelve Bridges Middle School. Our proposed scope of work and estimate of fees are as follows:

Field, office and aerial surveys to prepare a 1"=30' scale aerial topographic map, with 1 foot contours and with ground survey overlay to meet NTD specifications. Provide in AutoCAD digital and hardcopy formats.

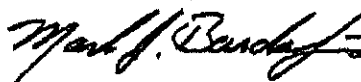
Estimated Fee **\$8,695.00**

The above estimated fee shall not be exceeded without prior authorization from client.

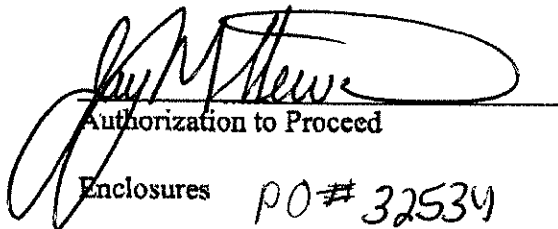
We are in a position to begin work at your direction and have our work completed in twelve (12) working days of your notice to proceed, weather permitting. If you would like us to proceed, please sign and return one copy of this letter agreeing to the scope of work, the fee, and the "Standard Provisions of Agreement Between Client and Consultant" attached hereto.

Thank you for this opportunity. If you have any questions or need additional information, please call.

Sincerely,
 ANDREGG, INC.



Mark J. Bardakjian, PLS



Authorization to Proceed
 Enclosures PO# 32534

1/30/03 Auburn, CA
 Date



4.6.1

This form of agreement is distributed by:



Standard Provisions of Agreement Between Client and Consultant

Client Initials <i>MO</i>	Consultant Initials
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This form of agreement (Form B) was developed by the Consulting Engineers and Land Surveyors of California and is intended primarily for the use of CELSOC members and may not be reproduced without the permission of the Consulting Engineers and Land Surveyors of California. © 2001, 1998, 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967.

Project No. _____

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay

governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.

10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described as part of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such

4.6.7

Client Initials	Consultant Initials
<i>[Signature]</i>	

electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit _____. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or

consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.

16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or

4.6.3

Client initials	Consultant initials
MD	

pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.

17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that

Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance.

22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

25. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27.

26. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office

4.6.4

Client Initials	Consultant Initials
<i>[Signature]</i>	

employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

27. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.

28. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 27.

29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27.

30. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.

31. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27.

32. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies.

When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27.

33. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

34. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

35. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

36. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

37. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted

4.6.5

Client Initials	Consultant Initials
<i>[Signature]</i>	

standards of professional practice in effect at the time of performance.

38. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

39. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

40. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be

corrected by Consultant prior to the commencement of construction-phase work.

41. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27.

42. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

43. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

44. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided

4.6.6

Client Initials	Consultant Initials
<i>[Signature]</i>	

by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

45. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.

46. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

47. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements

with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

48. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related to the services under this Agreement, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration rules as the parties may choose. In any such arbitration, the laws of the State of California shall apply.

49. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Space below is provided for additional provisions as agreed upon by both the client and consultant.

Addendum to Standard Provisions of Agreement Between Client and Consultant

50) For the purposes of Paragraph 48, mediation shall take place in the county where Consultant's place of business is located, and if mediation has not occurred and a resolution reached within ten (10) days of the date either party requests mediation, the provisions of Paragraph 49, dealing with submitting disputes to binding arbitration shall automatically become effective. For the purposes of Paragraph 49, arbitration shall take place at either in the county where Consultant's place of business is located or where project is located, as determined in Consultant's sole discretion.

51) For the purposes of Paragraph 11, the project description is located in the engagement letter accompanying this agreement.

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.		
BOARD OF TRUSTEE/GLOBAL DISTRICT GOALS		COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.	Complies with Board Policy Complies with Site Plan (LIP) Complies with Governance & Management Document	_____ _____ _____
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals Complies with District Mission Statement	_____ _____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart	_____
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	<u>SL</u>
	SBLT Involvement	_____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Ratification of API Expenditure

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Assistant Superintendent

ENCLOSURES:

Yes

MEETING DATE:

February 18, 2003

BACKGROUND:

The Creekside Oaks and First Street School SBLTs are recommending the attached expenditure for Board approval from their API funds.

ADMINISTRATION'S RECOMMENDATION:

Administration recommends approval to expend the funds.

4.1

First Street School
API Spending Plan

The First Street School Site Based Leadership Team is requesting Board of Trustee approval to expend the balance of the school's API Funds as follows:

Current Balance	\$7111.91
<u>Proposed Expenditures:</u>	
Subscription to networking capabilities for our new digital copier (Feb. to July)	\$550.00
Laser printers to support our Accelerated Math program	\$6561.91
TOTAL	\$7111.91
Ending Balance	\$0

4.7.1



Creekside Oaks Elementary School

Western Placer Unified School District
"Excellence in Education"

TO: Scott Leaman
FROM: Kenneth Gammelgard
DATE: January 31, 2003
RE: API Partial Expenditures

Scott:

Listed below is a partial request for Board approval for expenditures of carry-over API money. These items were presented to our SBLT at our November meeting and approved unanimously:


Paper supplies for staff/classroom instruction/use	\$ 3,769.00
Certificated hours Student Study Team meetings	\$ 3,000.00
Classified hours music aide Monday grade level sings	\$ 400.00
Positive behavior supplies/Caught Being Good	\$ 1,205.00
RISO machine copying supplies for classroom/staff use	\$ 681.00
TOTAL REQUEST:	\$ 9,055.00

Should you have any questions concerning this, please contact me. Thank you.

KENNETH S. GAMMELGARD
Principal

4.7.2

REPORTS AND COMMUNICATION

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Program Focus Area –
Physical Fitness Testing

AGENDA ITEM AREA:

Reports

REQUESTED BY:

Scott Leaman,
Assistant Superintendent

ENCLOSURES:

Yes

MEETING DATE:

February 18, 2003

BACKGROUND:

A report will be presented on the physical fitness results recently posted on the web through the California Department of Education.

ADMINISTRATION'S RECOMMENDATION:

No action is required on this item.

6.5.2

N CALIFORNIA DEPARTMENT OF EDUCATION **NEWS RELEASE**



CONTACT: Nicole Winger
Mary Lou Thomas
Pam Slater

916/319-0818
FAX 916/319-0111

REL#03-07
1/28/03

STATE SCHOOLS CHIEF O'CONNELL ANNOUNCES CALIFORNIA KIDS' 2002 PHYSICAL FITNESS RESULTS

SACRAMENTO—State Superintendent of Public Instruction Jack O'Connell today announced results of last spring's physical fitness testing of California students in grades 5, 7, and 9. Approximately 92 percent of school districts submitted data in 2002, with 1,265,546 students participating in the spring 2002 administration. The increase in district participation has risen steadily since 1999.

Students must meet the minimum fitness standards for *all* six areas of the test to be considered fit; only 24 percent of students in the three grades tested achieved that goal. In grade 5, 25.6 percent of students tested, 26.6 percent in grade 7, and 25.2 in grade 9 passed at least five of the six fitness standards.

"I am concerned that such a small percentage of students is meeting the minimum requirements for health-related physical fitness," O'Connell said. "Inactive children are at risk for serious health conditions, many of which may continue into adulthood. I encourage schools to use these results to review and improve their programs to ensure that students are learning the life-long skills needed to become and stay healthy."

Statewide physical fitness testing in California public schools was re-established by Assembly Bill 265 in 1995. The law requires that school districts administer a physical fitness test, designated by the State Board of Education, to all 5th, 7th, and 9th graders annually. The designated test used was the Fitnessgram, developed by the Cooper Institute for Aerobic Research.

Senate Bill 896, (statues of 1998), requires the California Department of Education (CDE) to report results to the Governor and Legislature at least once every two years. The State Superintendent, however, determined that an annual report would be more helpful in monitoring student progress.

The Fitnessgram in 2002 assessed six major fitness areas, including aerobic capacity (cardiovascular endurance), body composition (percent of body fat), abdominal strength and endurance, trunk strength and flexibility, upper body strength and endurance, and overall flexibility. A number of

6.5.2
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testing options were provided so that all students, including those with special needs, had the opportunity to participate (see Attachment 1).

Subgroup data indicated that in grades 5 and 7, more females than males met all six fitness standards, but more males than females achieved the six standards in grade 9. Across all grade levels, more females than males were in the healthy fitness zone for flexibility, body composition, and trunk extension strength, but more males than females were in the fitness zone for abdominal strength and upper body strength.

A further breakdown of the results showed that 48 to 57 percent of students across all grades met the minimum fitness standard for aerobic capacity. From 61 to 69 percent met the standard for body composition, upper body strength, and flexibility. The strongest showing across all grades was in trunk strength, where 80 to 86 percent of the students met the minimum standard.

“The fact that a majority of students are not aerobically fit indicates a need for more emphasis on cardiovascular activity. Schools should provide the opportunity to address these low levels of physical fitness in our children by providing quality physical education experiences with sound instructional practices,” said O’Connell.

The average school day includes additional opportunities for physical activity such as recess/break activities and organized activities that take place at lunch and before and after school. These diverse activities are designed to meet the needs and interests of all students.

A recent analysis by the CDE compared 2001 results of physical fitness testing with the Stanford Achievement Test, Ninth Edition (SAT 9), given as part of the California Standardized Testing and Reporting Program. The analysis showed a significant relationship between academic achievement and fitness.

“In addition to health concerns, the positive and distinct relationship between physical fitness and academic achievement provides yet another factor for our schools to consider when making decisions and designing programs for our students,” O’Connell said. “Annual fitness testing should be seen as a useful source of information on program effectiveness, much like academic testing.”

The 2002 physical fitness results for schools, districts, counties, and the state are available on the CDE’s Web site: <<http://www.cde.ca.gov/statetests/pe/pe.html>>. No individual student data is reported on the Internet.

For more information, contact Debbie Vigil at 916/319-0341 or Dianne Wilson-Graham at 916/319-0280.

###

Attachment

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California Department of Education
Standards and Assessment Division
Prepared: 2/11/2003 5:06:22 PM

State: California

--- Select another report here ---

Counties: -- List of Counties --

2001-02 California Physical Fitness Report Summary of Results

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

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

¹ Includes partially tested students

** To protect confidentiality scores are not shown when the number of students tested is 10 or less.

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California Department of Education
Standards and Assessment Division
Prepared: 2/11/2003 5:09:56 PM

State: California
County: Placer

--- Select another report here ---

Districts: -- List of Districts --

2001-02 California Physical Fitness Report Summary of Results

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

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

¹ Includes partially tested students

** To protect confidentiality scores are not shown when the number of students tested is 10 or less.

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California Department of Education
Standards and Assessment Division
Prepared: 1/29/2003 1:57:08 PM

State: California

County: Placer

District: Western Placer Unified

--- Select another report here ---

Schools: -- List of Schools --

2001-02 California Physical Fitness Report Summary of Results

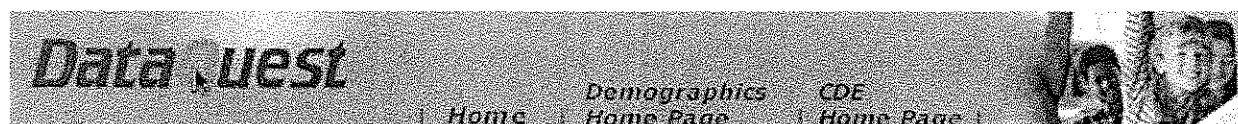
Additional information can be found at the Standards and Assessment Division's California Physical Fitness Test site.

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

¹ Includes partially tested students

** To protect confidentiality scores are not shown when the number of students tested is 10 or less.

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Glossary

Physical Fitness Test - Report Definitions

Physical Fitness Tasks

Aerobic Capacity. This is perhaps the most important indicator of physical fitness and assesses the capacity of the cardiorespiratory system by measuring endurance.

The Pacer (Progressive Aerobic Cardiovascular Endurance Run). This is a multi-stage fitness test set to music, which provides a valid, engaging alternative to the customary distance run. It is strongly encouraged for students K - 3 but may be used for all ages. The objective is to run as long as possible back and forth across a 20-meter distance at a specified pace that increases each minute.

One Mile Walk/Run. The objective is to walk and/or run a mile distance at the fastest pace possible.

Walk Test. The objective is to walk a one mile distance as quickly as possible while maintaining a constant walking pace the entire distance. This test is for students ages 13 and older. It is scored in minutes, seconds, and heart rate.

Body Composition. Body composition results provide an estimate of the percent of a student's weight that is fat in contrast to the "fat-free" body mass made up of muscles, bones, and organs.

Percent Fat. Measurements of the thickness of the skinfold on the back of the upper arm and the inside of the right calf are taken using a device called a skinfold caliper. A formula is used to calculate percent body fat using these measurements.

Body Mass Index. This test provides an indication of a student's weight relative to his or her height. Height and weight measurements are used to calculate a body mass index number. Although not as accurate an indicator of body composition, districts and schools find this measurement less controversial than skinfold measurements.

Abdominal Strength and Endurance. Abdominal strength and endurance are important in promoting good posture and correct pelvic alignment. Strength and endurance of the abdominal muscles are important in maintaining lower back health.

Curl-up Test. The objective of this test is to complete as many curl-ups as possible, up to a maximum of 75, at a specified pace.

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Trunk Extensor and Flexibility. This test is related to lower back health and alignment.

Trunk Lift. The objective of this test is to lift the upper body 12 inches off the floor using the muscles of the back and to hold the position to allow for the measurement.

Upper Body Strength and Endurance. This test measures the strength and endurance of the upper body and is related to maintenance of correct posture. It is important to have strong muscles that can work forcefully and/or over a period of time.

Push-up. The objective of this test is to complete as many push-ups as possible.

Modified Pull-up. The objective of this test is to successfully complete as many modified pull-ups as possible.

Pull-up. The objective of this test is to correctly complete as many pull-ups as possible.

Flexed Arm Hang. The objective of this test is to hang with the chin above a bar as long as possible.

Overall Flexibility. This Test measures joint flexibility which is important to functional health.

Back Saver Sit and Reach. The objective is to assess the flexibility of the lower back and posterior thigh. The student should be able to reach a specified distance while sitting at a sit-and-reach box. Both the right and left side of the body are measured.

Shoulder Stretch. This is a simple test of upper body flexibility. The student should be able to touch the fingertips together behind the back by reaching over the shoulder and under the elbow.

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Glossary

Physical Fitness Test - Report Definitions

The "Healthy Fitness Zone"

The *Fitnessgram* uses criterion-referenced standards to evaluate fitness performance. The standards were established by the Cooper Institute for Aerobics Research to represent a level of fitness that offers some degree of protection against diseases that result from sedentary living. Findings from current research based on the United States national norms have been used as the basis for establishing the *Fitnessgram* standards.

Performance is classified into two general areas: "in the healthy fitness zone (HFZ)" and "needs improvement." For a list of the standards for the HFZ, see [Fitnessgram Standards for Healthy Fitness Zone](#). All students should strive to achieve a score within the HFZ. It is possible that some students score above the HFZ. For the purpose of this report, scores are reported as meeting the standard (falling in the fitness zone) or not meeting the standard (falling lower than the HFZ).

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Appendix 1

FITNESSGRAM

Standards for Healthy Fitness Zone*

FEMALES

Age	One Mile min:sec	PACER # laps	VO ₂ max ml/kg/min	Percent Fat	Body Mass Index	Curl-up # completed
10	12:30 - 9:30	15 - 41	40 - 48	32 - 17	23.5 - 16.6	12 - 26
11	12:00 - 9:00	15 - 41	39 - 47	32 - 17	24 - 16.9	15 - 29
12	12:00 - 9:00	23 - 41	38 - 46	32 - 17	24.5 - 16.9	18 - 32
13	11:30 - 9:00	23 - 51	37 - 45	32 - 17	24.5 - 17.5	18 - 32
14	11:00 - 8:30	23 - 51	36 - 44	32 - 17	25 - 17.5	18 - 32
15	10:30 - 8:00	23 - 51	35 - 43	32 - 17	25 - 17.5	18 - 35
16	10:00 - 8:00	32 - 61	35 - 43	32 - 17	25 - 17.5	18 - 35

Age	Trunk Lift inches	Push-up # completed	Modified Pull-up # completed	Pull-up # completed	Flexed Arm Hang seconds	Back Saver Sit & Reach ** inches	Shoulder Stretch
10	9 - 12	7 - 15	4 - 13	1 - 2	4 - 10	9	Passing = Touching the fingertips together behind the back.
11	9 - 12	7 - 15	4 - 13	1 - 2	6 - 12	10	
12	9 - 12	7 - 15	4 - 13	1 - 2	7 - 12	10	
13	9 - 12	7 - 15	4 - 13	1 - 2	8 - 12	10	
14	9 - 12	7 - 15	4 - 13	1 - 2	8 - 12	10	
15	9 - 12	7 - 15	4 - 13	1 - 2	8 - 12	12	
16	9 - 12	7 - 15	4 - 13	1 - 2	8 - 12	12	

MALES

Age	One Mile min:sec	PACER # laps	VO ₂ max ml/kg/min	Percent Fat	Body Mass Index	Curl-up # completed
10	11:30 - 9:00	23 - 61	42 - 52	25 - 10	21 - 15.3	12 - 24
11	11:00 - 8:30	23 - 72	42 - 52	25 - 10	21 - 15.8	15 - 28
12	10:30 - 8:00	32 - 72	42 - 52	25 - 10	22 - 16.0	18 - 36
13	10:00 - 7:30	41 - 72	42 - 52	25 - 10	23 - 16.6	21 - 40
14	9:30 - 7:00	41 - 83	42 - 52	25 - 10	24.5 - 17.5	24 - 45
15	9:00 - 7:00	51 - 94	42 - 52	25 - 10	25 - 18.1	24 - 47
16	8:30 - 7:00	61 - 94	42 - 52	25 - 10	26.5 - 18.5	24 - 47

Age	Trunk Lift inches	Push-up # completed	Modified Pull-up # completed	Pull-up # completed	Flexed Arm Hang seconds	Back Saver Sit & Reach ** inches	Shoulder Stretch
10	9 - 12	7 - 20	5 - 15	1 - 2	4 - 10	8	Passing = Touching the fingertips together behind the back.
11	9 - 12	8 - 20	6 - 17	1 - 3	6 - 13	8	
12	9 - 12	10 - 20	7 - 20	1 - 3	6 - 13	8	
13	9 - 12	12 - 25	8 - 22	1 - 4	12 - 17	8	
14	9 - 12	14 - 30	9 - 25	2 - 5	15 - 20	8	
15	9 - 12	16 - 35	10 - 27	3 - 7	15 - 20	8	

6.5.2

16	9 - 12	18 - 35	12 - 30	5 - 8	15 - 20	8	
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* Number on left is lower end of HFZ; number on right is upper end of HFZ.

** Test scored Pass/Fail; must reach this distance to pass.

6.5.2
j

Public Hearing

**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:

Initial Study/Mitigated Negative Declaration for the
Foskett Ranch Elementary School.

SUBJECT AREA:

Public Hearing

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

No

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

This public hearing is to allow for public comments regarding the Mitigated Negative Declarations for the construction of the proposed Foskett Ranch Elementary School.

SUPERINTENDENT'S RECOMMENDATION:

7.1

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
 BOARD OF TRUSTEE MEETING
 FACT SHEET**

SUBJECT:

Approve the Mitigated
 Negative Declaration for the
 Foscett Ranch Elementary
 School

**AGENDA ITEM AREA:
 DISCUSSION/ACTION**

REQUESTED BY:

Jay M. Stewart,
 Asst. Superintendent,
 Business Services

ENCLOSURES:

No

MEETING DATE:

February 18, 2003

BACKGROUND:

The public review period for the Foscett Ranch Elementary School Mitigated Negative Declaration commenced on January 16, 2003 and ended on February 14, 2003, a period of thirty days. As of February 7, 2003, there have not been any responses to the project. All information received after February 7, 2003, and up until February 14, 2003, will be presented to the Board of Trustees for their consideration.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the Mitigated negative Declaration for the Foscett Ranch Elementary School.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

AGENDA ITEM:

Approve Resolution No. 02/03.22 Regarding the
¼ Mile Determination Findings for the Foscett
Ranch Elementary School.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 18, 2003

BACKGROUND:

The attached resolution acknowledges, based on the findings in the previously approve Mitigated Negative Declaration, that the Foscett Ranch Elementary School is not a hazardous site nor is it located within ¼ mile of a hazardous site.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution No. 02/03.22 regarding the ¼ mile determination findings for the Foscett Ranch Elementary School.

8.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 02/03.22

RESOLUTION REGARDING THE)
¼ MILE DETERMINATION FINDINGS)
FOR THE FOSKETT RANCH)
ELEMENTARY SCHOOL)

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

AYES:

NOES:

ABSENT:

=====

(1) Per Education Code Section 17213(a) and Public Resource Code Section 21151.8(a)(1), and based upon information included in the negative declaration/initial study (or Environmental Impact Report *or in the CEQA document referenced Geohazards Report or Phase I Environmental Site Assessment or other such investigation*), for the Foscett Ranch Elementary proposed school site, the Board hereby determines that the school site:

- a) is not the site of a current or former hazardous waste disposal or solid waste disposal site (*or, was a former waste disposal site for which the wastes have been removed*), and
- b) is not a hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, and
- c) is not a site which contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood.

(2) Per Education Code Section 17213(b) and (c) and Public Resource Code Section 21151.8(a)(2) and (3), the Placer County Air Pollution Control District, United States Environmental Protection Agency, Department of Toxic Substance Control, the Regional Water Quality Control Board, the California Highway Patrol and the local police and fire department in writing and consulted by the Western Placer Unified School District acting as lead agency with regard to identifying any facilities within ¼ mile of the Foscett Ranch Elementary proposed school site which might be reasonably anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.

The Board hereby finds that the above-mentioned consultation (*either*)

- a) identified no such specified facilities within ¼ mile of the proposed school site. *or*
- b) identified such specified facilities do exist within ¼ mile of the proposed school site, but that based upon analysis contained in or referenced in the negative declaration/initial study (or Environmental Impact Report *or other such CEQA document referenced investigation*), the Board further finds that the following condition applies: (*either*)

8.2.1

- i) the health risks from the facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. *or*
- ii) corrective measures required under an existing order by another agency having jurisdiction over the facilities will, before the school is occupied, result in the mitigation of all chronic or accidental hazardous air emissions to levels that do not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. The Board also acknowledges that a subsequent Board finding that the emissions have been so mitigated, prior to occupancy of the school, shall also be required.

President of the Governing Board
Western Placer Unified School District

ATTEST:

Clerk, Governing Board
Western Placer Unified School District

8.2.2

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEE MEETING FACT SHEET

SUBJECT:
Adoption of
New Policies

AGENDA ITEM AREA:
ACTION

REQUESTED BY:
Roger R. Yohe,
Superintendent

ENCLOSURES:
New Policies

MEETING DATE:
February 18, 2003

BACKGROUND:

•The District Policy Committee has reviewed the following new policies and regulations. These new policies and regulations were submitted on a first reading basis on February 4th. They are now ready for adoption:

- AR 5111.13 Residency for Homeless Children
- AR 5131.62 Tobacco
- BP 6164.2 Guidance/Counseling Services
- BP/AR 6173 Education for Homeless Children

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt the new policies and regulations as submitted and reviewed on February 4th.

Eva\h:\wpfiles\Board\format4

8.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 5111.13 (a)

STUDENTS

Residency for Homeless Children

Homeless students living in the district shall be admitted to district schools upon presentation of any of the following:

1. Hotel or motel receipts
2. A letter from a social service agency or homeless shelter verifying that the student lives within the district
3. an affidavit from the parent/guardian stating that the family lives within the district

A reasonable effort shall be made to secure an address, phone number and medical release from the parent/guardian when a student is placed in a classroom.

(cf. 5125 – Student Records)

(cf. 5141.31 – Immunizations)

(cf. 6173 – Education for Homeless Children)

Legal Reference:

EDUCATION CODE

1980-1986 County Community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CDE PUBLICATIONS

Enrolling Students in Homeless situations, 1999

FEDERAL REGISTER

U.S. Dept. of Education – Notice of school enrollment guidelines

Adopted:

Q:5000\ar5111.13

8.3.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 5131.62 (a)

STUDENTS

Tobacco

Tobacco Use Prevention Education

Instruction for students in grades 4 through 8 shall address the following topics: (Health and Safety Code 104420)

1. Immediate and long-term undesirable physiologic, cosmetic and social consequences of tobacco use
2. Reasons that adolescents say they smoke or use tobacco
3. Peer norms and social influences that promote tobacco use
4. Refusal skills for resisting social influences that promote tobacco use

The district's program for grades 9 through 12 shall:

1. Target current smokers and students who are most at risk for beginning to use tobacco, including young women, low-achieving students, students from families whose members include tobacco users, and students who associate with peers who use tobacco
2. Offer or refer students to precessation readiness classes or cessation classes for current smokers
3. Utilize existing antismoking resources

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Adopted:

Q:5000\ar5131.62

8.3.2

Instruction

GUIDANCE/COUNSELING SERVICES

The Governing Board recognizes that a comprehensive counseling program can help promote academic achievement and serve the diverse needs of district students. Students shall be encouraged to arrange a meeting with counseling staff to discuss academic, social or personal problems and other issues that may impact student learning.

Academic and Career Counseling

The Board expects academic counseling to help students establish immediate and long-range educational plans, achieve academic standards, prepare for the high school exit examination, and complete the required curriculum in accordance with their individual needs, abilities and interests. Insofar as possible, parents/guardians shall be included when making educational plans.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 6011 - Academic Standards)

(cf. 6162.52 - High School Exit Examination)

Counseling staff shall help students plan for the future and become aware of their career potential. Academic planning for higher education shall include information about courses needed for admission to colleges and universities, standardized admission tests, financial aid, and scholarships.

(cf. 6010 - Goals and Objectives)

(cf. 6030 - Integrated Academic and Vocational Instruction)

(cf. 6141.5 - Advanced Placement)

(cf. 6143 - Courses of Study)

The Superintendent or designee shall establish and maintain a program of guidance, placement and follow-up for all district minors subject to compulsory continuation education. (Education Code 48431)

(cf. 6184 - Continuation Education)

The Superintendent or designee shall establish a specialized academic counseling program for students in the 10th grade and shall present this program to the Board for adoption.

8.3.3

Instruction
GUIDANCE/COUNSELING SERVICES

Colleges, employers and prospective employers, including military services representatives, shall have access to students for recruiting purposes. (P.L. 107-110, Section 9528; 10 USC 503)

(cf. 5125.1 - Release of Directory Information)

Personal Counseling

Counseling staff shall identify and work with students whose personal problems may prevent them from functioning up to their potential. As appropriate, students shall be informed about agencies that offer qualified professional assistance with substance abuse, physical or emotional problems, or other personal problems.

- (cf. 1020 - Youth Services)
- (cf. 5113 - Absences and Excuses)
- (cf. 5113.1 - Truancy)
- (cf. 5131.6 - Alcohol and Other Drugs)
- (cf. 5137 - Positive School Climate)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5141.4 - Child Abuse Reporting Procedures)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 5147 - Dropout Prevention)
- (cf. 5149 - At-Risk Students)
- (cf. 6164.5 - Student Study Teams)

Counselors shall respect student confidentiality as appropriate and shall consult with the Superintendent or designee or with the district's legal counsel whenever unsure of how to respond to a student's personal problem. Parental consultation and consent shall be obtained as appropriate.

- (cf. 5125 - Student Records)
- (cf. 5145.1 - Privacy)

8.3.4

Instruction
GUIDANCE/COUNSELING SERVICES

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students before and after a crisis.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

In addition, the Superintendent or designee shall identify crisis-counseling resources to train district staff in appropriate response techniques and/or to directly help students cope with such crises if they occur.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

(cf. 5136 - Gangs)
(cf. 5141.52 - Suicide Prevention)

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

48431 Establishing and maintaining high school guidance and placement program

48431.6 Academic progress and counseling review program

49600-49604 Educational counseling

51513 Personal beliefs

PENAL CODE

11166-11170 Reporting known or suspected cases of child abuse

CODE OF REGULATIONS, TITLE 5

4930-4931 Counseling

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 10

503 Military recruiter access to directory information

8.3.5

Instruction
GUIDANCE/COUNSELING SERVICES

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

PUBLIC LAW 107-110

9528 Armed forces recruiter access to students and student recruiting information

Management Resources:

WEB SITES

United States Department of Education: <http://www.ed.gov>

CDE: <http://www.cde.ca.gov>

California Association of School Counselors: <http://www.schoolcounselor-ca.org>

American School Counseling Association: <http://www.schoolcounselor.org>

Adopted:

Q:6000a\bp6164.2

8.3.6

Western Placer Unified School District

BP 6173 (a)

Instruction

EDUCATION FOR HOMELESS CHILDREN

The Governing Board recognizes its obligation to ensure that homeless children have access to the same free and appropriate public education provided to other children within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging performance standards as other students. Students shall not be segregated into a separate school or program based on their status as homeless, nor shall homeless students be stigmatized in any way.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

(cf. 5111.13 - Residency for Homeless Children)

Transportation

The district shall provide transportation for a homeless student to and from a district school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries but continues to attend this district's school of origin, the Superintendent or designee shall consult with the Superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

1980-1986 County community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

8.3.7

Instruction
EDUCATION FOR HOMELESS CHILDREN

Management Resources:

CDE PUBLICATIONS

Enrolling Students in Homeless Situations, 1999

FEDERAL REGISTER

U.S. Department of Education: Notice of school enrollment guidelines, 67 Fed. Reg.
10698

WEB SITES

CDE: <http://www.cde.ca.gov/cilbranch/homeless/homelesstoc.html>

U.S. Department of Education: <http://www.ed.gov/offices/OESE/CEP/hmlsprogresp.html>

National Law Center on Homelessness and Poverty

<http://www.nlchp.org>

Adopted:

Q:6000a\bp6173

8.3.8

Western Placer Unified School District

AR 6173 (a)

Instruction

EDUCATION FOR HOMELESS CHILDREN

Definitions

Homeless means students who lack a fixed, regular and adequate nighttime residence and includes: (42 USC 11435)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

School of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

Best interest means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

District Liaison

The Superintendent or designee designates the following staff person as the district liaison for homeless students (42 USC 11432):

8.3.9

Instruction
EDUCATION FOR HOMELESS CHILDREN

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

The district's liaison for homeless students shall ensure that: (42 USC 11432)

1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - Student Health and Social Services)

2. Homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Homeless families and students receive educational services for which they are eligible
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children
5. Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens
6. Enrollment disputes are mediated in accordance with law, Governing Board policy and administrative regulation
7. Parents/guardians are fully informed of all transportation services

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

8.3.10

Instruction
EDUCATION FOR HOMELESS CHILDREN

Enrollment

Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)

The student may continue attending the school of origin for the duration of the homelessness and until the end of any academic year in which the student moves into permanent housing. (42 USC 11432)

If the student is placed at a school other than the school of origin or a school requested by the parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice, even if the parent/guardian is unable to provide the school with the records normally required for enrollment. (42 USC 11432)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 5125 - Student Records)

(cf. 5141.31 - Immunizations)

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district homeless student liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 USC 11432)

Enrollment Disputes

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted, pending resolution of the dispute, to the school in which enrollment is sought. (42 USC 11432)

8.3.11

Instruction
EDUCATION FOR HOMELESS CHILDREN

The parent/guardian shall be provided with a written explanation of the placement decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the district liaison. (42 USC 11432)

The district liaison shall carry out the dispute resolution process provided by the state as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

(cf. 1312.3 - Uniform Complaint Procedures)

Adopted:

Q:6000a\ar6173

8.3.12

ITEMS
LISTED
UNDER
BOARD OF
TRUSTEE
COMMENTS

TIME SENSITIVE - DEADLINE MONDAY, MARCH 17, 2003

January 31, 2003

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Boards of Education

FROM: Jeannine Martineau, President

SUBJECT: 2003 CSBA Delegate Assembly Election Ballots
U. S. Postmark Deadline – Monday, March 17, 2003



Enclosed is your region/subregion's election material for candidates running for CSBA's Delegate Assembly. You will find the official ballot on red paper, the required biographical sketch, and if submitted, a resumé for each candidate. In addition we are including a "copy" of the ballot on white paper so that it may be copied for inclusion in board agenda packets. However, **only the ballot on red paper is to be completed and returned.**

The board as a whole votes using the red ballot. The board may vote for up to the number of vacancies in the region or subregion, as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the clerk or secretary to the board and returned in the enclosed envelope. Only the members of the CSBA Elections Committee may open the envelopes, which is why it is important to use the envelope provided. If for some reason the envelope is misplaced, please write **DELEGATE ELECTION** prominently on your envelope. **Envelopes with the ballots must be postmarked by the U.S. Post Office on or before Monday, March 17. No exceptions are allowed.**

All districts and candidates will be notified following the counting of the ballots. If there is a tie vote, a run-off election shall be held within 30 days. All re-elected and newly elected delegates are eligible to attend the Delegate Assembly on May 17-18, 2003 in Sacramento.

The names of newly elected delegates will be published and disseminated to the membership by May 1. Please do not hesitate to contact Dollye Breshears or Paula Campbell in the Administration and Governance department at (800) 266-3382 should you have any questions.

9.1

THIS COMPLETE, **ORIGINAL** BALLOT MUST BE SIGNED BY THE SUPERINTENDENT/BOARD CLERK AND RETURNED IN THE ENCLOSED ENVELOPE POSTMARKED BY THE POST OFFICE NO LATER THAN **MONDAY, MARCH 17, 2003**. ONE BALLOT PER BOARD. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2003 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-D
(Nevada, Placer, Sierra Counties)

Number of vacancies: 2 (Vote for no more than 2 candidates)

*denotes incumbent

_____ Susan Goto (Roseville City SD)

_____ Margaret Meagher (Nevada City SD)

COPY

WRITE-IN

NAME AND DISTRICT

WRITE-IN

NAME AND DISTRICT

SCHOOL DISTRICT/COE

SIGNATURE OF SUPERINTENDENT/CLERK

TITLE

4.1.1

California School Boards Association
Delegate Assembly Biographical Sketch Form for 2003 Election
(This form must be faxed or postmarked by the U.S. Post Office no later than Mon, Jan. 13)

Please complete this form in the space provided. **Do not use the reverse side and please do not state "See resume."** This single-sided form and a single-sided, one-page résumé (should you wish to attach one) will be copied and sent to districts with the ballots. The résumé is optional and must be ONLY one-page.

Name Susan Goto Region/Subregion 4-D

Address 1000 Darling Way City Roseville Zip 95678

Res. Ph. 916-783-4053 Bus. Ph. 916-786-5090 Fax 916-786-5098 E-mail ---

District Roseville City School District ADA 7,102 Years on Board 6

Are you a continuing CSBA Delegate? No If Yes, how long have you served as a Delegate? N/A

Please describe your activities/involvement or interests in your local district.

Prior to my retirement, I taught school in the Roseville City School District for 21 years. I am currently serving my second term on the Roseville City School District Board of Education and serve as President of the Board. I have been involved in the planning and opening of four schools in the district and was actively involved in the passage of our district's recent facilities bond measure. I have also volunteered to organize and plan the "Starlight Ball," a fundraiser for the UC Medical Center's surgical team for cranial/facial surgery called, "Driving for Children's Dreams."

Please describe any other education-related activities/involvement

I act as an advisor/coordinator for the Cultural Homestay International Program which promotes understanding between the Japanese and American cultures. As a Cultural Homestay International teacher/coordinator for one of our middle schools, I have taken two groups to Japan (in 2000 and 2001) and engaged in students from Japan for three years. I also present cultural heritage presentations to second grade classes, as well as organize, facilitate, and speak at workshops for the Alpha Delta Kappa Sorority, of which I am a member, in order to support my fellow educators. I served for 12 years on the California Alpha Delta Kappa Board and 2 years at the international level as the Southwest Region's Vice President.

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate.

My involvement in CSBA includes the completion of the CSBA Masters in Governance Program, as well as attendance of workshops relating to finance, policy, collective bargaining, personnel, and facilities. I have attended every CSBA conference since serving as a Roseville City School District Board Member (6 years). Also, I have been a member of the Asian/Pacific Islander Association for 6 years. My interest in serving as a CSBA Delegate is due to my strong desire to support all districts in the State of California with regards to legislative advocacy for education.

Susan Goto *January 13, 2003*
Signature Date
Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.



9.1.2

DELEGATE ASSEMBLY BIOGRAPHICAL RESUME FOR
SUSAN GOTO FOR 2003 ELECTION
FOR REGION/SUBREGION 4-D

EDUCATIONAL AFFILIATION

- ***Roseville City School District (Roseville, California)***

2002: President of the Roseville City School District Board of Education

2000: Elected to second term on the RCSD Board

1997: Two grandchildren attend Roseville City School District schools; 4th and 2nd grades

1996: Elected to the Roseville City School District Board of Education and served two years as President of the Board (First Asian/Pacific Islander American to be elected to the Board.)

73-94: Teacher in Roseville City School District for 21 years

- Roseville City School District Teacher of the Year

- Roseville City School District Mentor Teacher

- President of Roseville Teachers' Association

- CTA Council Member

- Delegate to NEA/RA

PROFESSIONAL ACTIVITIES AND ASSOCIATIONS

- ***Alpha Delta Kappa, International Women Educators' Sorority***

Served with state board – 12 years

Served with international board – 2 years

- ***California School Boards' Association***

2002: Completed Masters in Governance Program

1996-2002: Attended every CSBA conference since 1996

- ***City of Roseville Personnel Board***

Serve as current chair/served for six years as member

- ***Cultural Homestay International***

-Coordinate visitation of exchange students between America and Japan and act as chaperone/advisor on trips to Japan and as a host teacher/coordinator in the Roseville City School District

- ***MBA Masters of Boardsmanship***

- ***Member of Asian/Pacific Islander Association***

- ***Roseville City School District (Roseville, California)***

- Visitation to many school sites and classrooms on a regular basis

- Present historical and cultural heritage lessons to second grade classes

- Participate in reading to classes during National Book Week

- Attend many school activities upon invitation

- ***UC Medical Center Fundraiser Coordinator/Volunteer***

Volunteered to organize and plan the "Starlight Ball," a fundraiser for the UC Medical Center's surgical team for cranial/facial surgery called, "Driving for Children's Dreams."

9.1.3

California School Boards Association

Delegate Assembly Biographical Sketch Form for 2003 Election

(This form must be faxed or postmarked by the U.S. Post Office no later than Mon, Jan. 13)

Please complete this form in the space provided. **Do not use the reverse side and please do not state "See resume."** This single-sided form and a single-sided, one-page résumé (should you wish to attach one) will be copied and sent to districts with the ballots. The résumé is optional and must be ONLY one-page.

Name Margaret Meagher Region/Subregion 40

Address 12351 Hillcrest Drive city Nevada City zip 95959

Res. Ph. (530) 274-2845 Bus. Ph. (530) 273-2273 Fax (530) 274-9814 E-mail mmeagher@nccn.net

District Nevada City ADA 1460 Years on Board 10

Are you a continuing CSBA Delegate? If Yes, how long have you served as a Delegate?

Please describe your activities/involvement or interests in your local district. Parent Teacher Club President, 11 years; Classroom Volunteers, Member of the District Facilities Committee, 10 years

Please describe any other education-related activities/involvement

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate. I have attended 10 CSBA Annual Conferences, the New Member training and the Budget Workshop. I served one year on the Legislative Committee. What I have learned from CSBA has been invaluable in performing my duties as a board member. I also appreciate the legislative work CSBA does.

Signature Margaret Meagher Date 1-30-03

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.



9.1.4

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World BOARD OF TRUSTEE GLOBAL INSTRUCT 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	___
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Complies with Site Plan (LP)	___
3.	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Complies with Governance & Management Document	___
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	Complies with Mission Statement	___
		Funding Sign-Off by J. Stewart	___
		Personal Sign-Off by B. Noyes	___
		Program Sign Off by S. Leaman	___
		SBLT Involvement	___
			Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
 2003 CSBA Delegate
 Assembly Election

AGENDA ITEM AREA:
 BOARD COMMENTS

REQUESTED BY:
 CSBA

ENCLOSURES:
 Ballot & Candidate Biographical Sketch

MEETING DATE:
 February 18, 2003

BACKGROUND:

The Board of Trustees will consider casting its ballot for the 2 vacancies for the 2003 Delegate Assembly, Subregion 4-D.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees cast its ballot for the 2 vacancies for the 2003 Delegate Assembly, Subregion 4-D.

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9.1.5