

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

**MEMBERS OF THE GOVERNING BOARD**

**Dennis Sonnenberg, President**

**Earl Mentze, Vice President**

**James McLeod, Clerk**

**Paul Long, Member**

**Melanie Eustice, 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,  
 Ken Gammelgard, Director of Site Development  
 Kris Knutson, Principal, Sheridan School  
 John Bliss, Principal, Carlin C. Coppin Elementary School  
 Linda Pezanoski, Principal, Creekside Oaks Elementary School  
 Susan Taxara, Assistant Principal, Creekside Oaks Elementary School  
 Ruben Ayala, Principal, First Street School  
 Jeremy Lyche, Twelve Bridges Elementary School  
 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  
 Stacy Brown, Assistant Principal, Lincoln High School/Glen Edwards Middle School  
 John Wyatt, Principal, Phoenix High School, Adult Education  
 Tracy Murphy, Director, Special Education  
 Frank Nichols, Director of Maintenance and Operations  
 Bob Nelson, Transportation Coordinator  
 Jeff Dardis, Food Service Director  
 Chuck Youtsey, Technology Coordinator

<b><u>STUDENT ENROLLMENT</u></b>		
<b><u>School</u></b>	<b><u>03/01/05</u></b>	<b><u>04/01/05</u></b>
Sheridan School (K-8)	172	175
Sheridan School Independent Study (K-12)	28	30
First Street School (K-5)	605	608
Carlin C. Coppin Elementary (K-5)	488	494
Creekside Oaks Elementary (K-5)	663	665
Twelve Bridges Elementary (K-5)	332	340
Glen Edwards Middle (6-8)	957	962
Lincoln High School (9-12)	1086	1082
Phoenix High School (10-12)	78	74
PCOE Home School	8	8
<b>TOTAL:</b>	<b>4409</b>	<b>4438</b>

<u>Phoenix Infant/Toddler</u>	28	<u>Prechool/Head Start</u>	
<u>SDC Preschool</u>	8	<u>First &amp; J Streets</u>	25
<u>Adult Education</u>	68	<u>Sheridan</u>	23
		<u>Carlin Coppin</u>	23-AM/19-PM

**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.*
- Promote student health and nutrition in order to enhance readiness for learning.*

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
April 19, 2005, 7:00 P.M.  
FIRST STREET SCHOOL – MULTI-PURPOSE ROOM  
1400 First Street, LINCOLN, CA**

## **AGENDA**

**2004-2005 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

**6:00 P.M. OPEN SESSION - Conference Room, First Street School**

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

**6:05 P.M. CLOSED SESSION**

1. **INTER-DISTRICT TRANSFER APPEALS**
  - a. Interdisictrict Transfer Appeal 05/06 10
  - b. Interdisictrict Transfer Appeal 05/06 11
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
  - a. P.D.L. Incorporated
3. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
  - a. Student Discipline/Expulsion Pursuant to E.C. 48918  
Student Expulsion #04/05 O
4. **CONFERENCE WITH LABOR NEGOTIATOR**
  - a. Classified Negotiations Update
  - b. Certificated Negotiations Update
  - c. Bob Noyes, Chief Negotiator
5. **ADJOURN TO OPEN SESSION**

**7:00 P.M. OPEN SESSION – First Street School – Multi-Purpose Room**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY**

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

  - 2.1 **INTER-DISTRICT TRANSFER APPEALS**
    - a. Interdisictrict Transfer Appeal 05/06 10
    - b. Interdisictrict Transfer Appeal 05/06 11

**2.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

- a. P.D.L. Incorporated

**2.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

- a. Student Discipline/Expulsion Pursuant to E.C. 48918  
Student Expulsion #04/05 O

**2.4 CONFERENCE WITH LABOR NEGOTIATOR**

- a. Classified Negotiations Update  
b. Certificated Negotiations Update

**3. SPECIAL ORDER OF BUSINESS**

**3.1 Featured School – First Street Elementary:**

- Demonstration on safety/security feature, and Interceptor Video Surveillance System
- School Choir will perform
- Mexican Folkloric dance performance by students
- SBLT, Mr. Glenn Vineyard

**3.2 City Mayor, Tom Cosgrove to present certificates for “High School Student Water Monitor Certification Program”**

**3.3 Presentation on Lincoln Crossing Elementary School –NTDStichler, Jordan Knight**

**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. Classified:**

***Ratification of Classified Employment:***

Victoria Bustos – Bus Driver – (.58 FTE) Transportation

***Ratification of Classified Promotion:***

Manuel Garcia – Maintenance/Custodian – CCC

***Ratification of Classified Transfer:***

Susie Carlton – Health Aide (.38 FTE) - CCC to FRE

***Ratification of Classified Voluntary Demotion:***

Kerry Beltram – Maintenance/Custodian to Custodian/Groundsman  
LHS to FRE

**b. Certificated:**

***Ratification of Certificated Voluntary Transfers:***

Carol Anderson - 3<sup>rd</sup> grade to 2<sup>nd</sup> grade – FSS to FRE

Vickie Grever – 5<sup>th</sup> grade to 1<sup>st</sup> grade – FSS to FRE

Dale Hannum – 2<sup>nd</sup> grade to 1<sup>st</sup> grade – CCC to FRE

April 19, 2005

Agenda

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Kathleen Kelly – Kindergarten to Kindergarten – FSS to FRE  
Gregg Law – 4<sup>th</sup> grade to 3<sup>rd</sup> grade – COE to FRE  
Alice Pennington – Kindergarten to Kindergarten – COE to FRE  
Eric Souto – 5<sup>th</sup> grade to 5<sup>th</sup> grade – FSS to FRE  
Jennifer Sturdy – 3<sup>rd</sup> grade to 3<sup>rd</sup> grade – FSS to FRE

***Ratification of Certificated Resignation:***

Bonnie Dellner – School Nurse – District

- 4.2 Approve the Community-Based English Tutoring (CBET) Program.
- 4.3 Adoption of Resolution 04/05.23 establishing a reduction of classified position hours.
- 4.4 Adoption of Resolution 04/05.24 establishing a reduction of classified position hours.
- 4.5 Adoption of Resolution 04/05.25 establishing a reduction of classified position hours.
- 4.6 Approval of Revised Local Educational Agency Plan
- 4.7 Site Plan Approval

**5. COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

**6. REPORTS & COMMUNICATION**

- 6.1 Lincoln High, Student Advisory – Andrea Ayala
- 6.2 Western Placer Teacher's Association – Mike Agrippino
- 6.3 Western Placer Classified Employee Association – Joe Ross
- 6.4 Superintendent
- 6.5 Assistant Superintendent(s)
  - 6.5.1 Jay M. Stewart
    - a. Budget Update:
    - b. Facilities Update:
  - 6.5.2 Scott Leaman
    - a. Program Focus Area: *Poetry Winners*
  - 6.5.3 Bob Noyes, Personnel Director

**7. ♦ACTION ♦DISCUSSION ♦INFORMATION**

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

<p><b>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.</b></p>
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- 7.1 (D/A) APPROVAL OF REVISIONS OF POLICY AND REGULATIONS AS REVIEWED BY THE DISTRICT POLICY COMMITTEE – Yohe (04/05 G & O Components I-V)**  
The Board of Trustees will consider adoption of the CSBA revisions as reviewed by the District Policy Committee.
- BP 4119.22 Dress and Grooming
  - E6162.52 High School Exit Exam Waiver
- 7.2 (I/D) APPROVE RESOLUTION 04/05.26 THE EDUCATION COALITION – Yohe (04/05 G & O Components -V)**  
Over the past four years, because of revenue shortfalls, the children of the public schools of California have had educational services reduced by \$9 billion. As part of the 2004-05 budget negotiations alone, the Governor proposed and the Legislature approved deferrals and reductions in excess of \$3.2 billion. \$1.2 billion of this amount is to be repaid over an 8-year period beginning in the 2006-07 budget year and was contained in SB 1108. An additional \$2 billion reduction was made to the annual Proposition 98 Guarantee through the provisions of SB 1101, which was approved overwhelmingly by the Legislature.
- 7.3 (I/D) APPROVE RESOLUTION 04/05.21 AUTHORIZING THE FY 2005-06 WESTERN PLACER UNIFIED SCHOOL DISTRICT'S COMMUNITY FACILITY DISTRICT (CFD) NO. 1 SPECIAL TAX RATE – Stewart (04/05 G & O Components IV-V)**  
The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City Council evidenced by a resolution. The determination shall be made base upon the Engineering News Record's Construction Cost Index as a December 1 prior to the classification date.
- 7.4 (I/D) APPROVE RESOLUTION 04/05.22 AUTHORIZING THE FY 2005-06 WESTERN PLACER UNIFIED SCHOOL DISTRICT'S COMMUNITY FACILITY DISTRICT (CFD) No. 2 SPECIAL TAX RATE - Stewart (04/05 G & O Components -V-IV)**  
The CDF's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City Council evidenced by a resolution. The determination shall be made base upon the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date.

- 7.5 (D/A) APPROVE RESOLUTION 04/05.27 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF NOT TO EXCEED \$15,000,000 OF ITS SPECIAL TAX BONDS, SERIES 2005, APPROVING DOCUMENTS RELATED THERETO AND OTHER RELATED MATTERS – Stewart (04/05 G & O Components –V-IV)**  
The attached resolution and supporting documents authorize the Western Placer Unified School District to issue up to \$15,000,000 in Community Facility District bonds to support new school site acquisitions and construction.
- 7.6 (D/A) APPROVE RESOLUTION 04/05.28 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT MAKING FINDINGS PURSUANT TO THE CALIFORNIA GOVERNMENT CODE – Stewart (04/05 G & O Components –V-IV)**  
The attached resolution and supporting documents authorize the Western Placer Unified School District to make findings Pursuant to the California Government Code.
- 7.7 (D/A) APPROVE RESOLUTION 04/05.29 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 23, 2005 AND ORDERING THE ANNEXATION OF TERRITORY COMMUNITY FACILITIES DISTRICT NO. 1 – Stewart (04/05 G & O Components –V-IV)**  
The attached recommends the Board of Trustees approve Resolution 04/05.29 of the Western Placer Unified School District declaring the results of the special election held on March 23, 2005 and ordering the annexation of territory Community Facilities District No. 1
- 7.8 (D/A) APPROVE RESOLUTION 04/05.30 OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ADOPTING AN ORDINANCE LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY WITHIN THE BOUNDARIES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 AS PROVIDED IN RESOLUTION NO. 04/05.29 – Stewart (04/05 G & O Components –V-IV)**

The attached resolution authorizes the District to levy a special tax on the annexed Foskett Ranch.

**8. COMMENTS - BOARD OF TRUSTEES**

**8.1 FUTURE AGENDA ITEMS**

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

- Relationship with Sierra Community College
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway
- Budget Suspensions for the 2004/05 School Year

**8.2 BOARD MEMBER REPORTS/COMMENTS**

**9. ESTABLISHMENT OF NEXT MEETING(S)**

- The President will establish the following meeting(s):  
>May 3, 2005, 7:00 p.m., Lincoln High School

**10. ADJOURNMENT**

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

DISCLOSURE  
OF ACTION  
TAKEN IN  
CLOSED SESSION,  
IF ANY




**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
**CLOSED SESSION AGENDA**

**PLACE:** First Street School Conference Room, 1400 First Street  
**DATE:** April 19, 2005  
**TIME:** 6:00 P.M.

1. LICENSE/PERMIT DETERMINATION
2. SECURITY MATTERS
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
5. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
6. LIABILITY CLAIMS
7. THREAT TO PUBLIC SERVICES OR FACILITIES
8. PERSONNEL
  - PUBLIC EMPLOYEE APPOINTMENT
  - PUBLIC EMPLOYEE EMPLOYMENT
  - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
  - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
  - COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
9. **CONFERENCE WITH LABOR NEGOTIATOR**
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/DISTRICT GOALS		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____
2.	Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals _____ Complies with District Mission Statement _____
3.	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart _____ Personnel Sign-Off by B. Noyes _____
4.	Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman  _____
5.	Promote student health and nutrition in order to enhance readiness for learning. SBLT Involvement	_____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Interdistrict Request

**AGENDA ITEM AREA:**

Disclosure of action taken in closed session

**REQUESTED BY:**

Scott Leaman

**ENCLOSURES:**

Yes

**MEETING DATE:**

April 19, 2005


**BACKGROUND:**

The interdistrict application process includes due process safeguards for students initially denied requests to attend another district. Included in these safeguards is a hearing before the Western Placer Unified School District Board, upon request. The Board of Trustees will approve or deny the interdistrict request for student #05/06-10. If approved, the student will secure a one-year interdistrict agreement. If denied, the student has the right to ask for a hearing before the County Board of Education for reasons other than parent employment.

**ADMINISTRATION'S RECOMMENDATION:**

The Board of Trustees will disclose action taken during closed session in regards to student 05/06-10.

2.1 a.

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 _____ Funding Sign-Off by J. Stewart _____
3.	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Personnel Sign-Off by B. Noyes _____
4.	Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman 
5.	Promote student health and nutrition in order to enhance readiness for learning. SBLT Involvement	_____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**  
Interdistrict Request

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

**REQUESTED BY:**  
Scott Leaman

**ENCLOSURES:**  
Yes

**MEETING DATE:**  
April 19, 2005

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**BACKGROUND:**

The interdistrict application process includes due process safeguards for students initially denied requests to attend another district. Included in these safeguards is a hearing before the Western Placer Unified School District Board, upon request. The Board of Trustees will approve or deny the interdistrict request for student #05/06-11. If approved, the student will secure a one-year interdistrict agreement. If denied, the student has the right to ask for a hearing before the County Board of Education for reasons other than parent employment.

**ADMINISTRATION'S RECOMMENDATION:**

The Board of Trustees will disclose action taken during closed session in regards to student 05/06-11.

2.1 b.

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

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

**SUBJECT:**

P.D.L. Incorporated

**AGENDA ITEM AREA:**

Disclosure of action taken in  
Closed session

**REQUESTED BY:**

Roger R. Yohe,  
District Superintendent

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

The Board of Trustees will disclose any action taken during closed session on P.D.L. Incorporated in regards to any anticipated litigation.

**SUPERINTENDENT'S RECOMMEND ATION:**

Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

Eva\h:\wpfiles\Board\format15

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 (UP) _____
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 _____
5. Promote student health and nutrition in order to enhance readiness for learning.	Funding Sign-Off by J. Stewart _____
	Personnel Sign-Off by B. Hayes _____
	Program Sign Off by S. Leaman _____
	SBLT Involvement _____
	Complies with Board Policy _____

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

**SUBJECT:**

Student Discipline/Expulsion  
Student 04/05 0

**AGENDA ITEM AREA:**

Disclosure of action taken in  
closed session

**REQUESTED BY:**

John Wyatt  
District Hearing Officer

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

The Board of Trustees will disclose any action taken during closed session in  
Regards to the expulsion of Student #04-05 0

**SUPERINTENDENT'S RECOMMENDATION:**

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

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b>	
<b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>	
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 (UP) _____
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 _____
5. Promote student health and nutrition in order to enhance readiness for learning.	Funding Sign-Off by J. Stewart _____
	Personnel Sign-Off by B. Noyes <b>BA</b>
	Program Sign Off by S. Leaman _____
	SBLT Involvement _____
	Complies with Board Policy _____

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

**SUBJECT:**

Classified Negotiations  
Update

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Bob Noyes **BA**  
Director, Human Services

**ENCLOSURES:**

Yes (1)

**MEETING DATE:**


April 19, 2005

**BACKGROUND:**

The District's chief negotiator will meet to discuss current progress with the Western Placer's CSEA #741 collective bargaining unit's contract proposal.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends that the Western Placer Unified School District's Board take no action at this time.

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World BOARD OF TRUSTEE GLOBAL DISTRICT GOALS		COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.		Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2. Fosters a safe, caring environment where individual differences are valued and respected.		Personnel Sign-Off by B. Noyes  _____
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 _____ SBLT Involvement _____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students		
5. Promote student health and nutrition in order to enhance readiness for learning.		Complies with Board Policy _____

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

### SUBJECT:

Certificated Negotiations  
Update

### AGENDA ITEM AREA:

Closed Session

### REQUESTED BY:

Bob Noyes   
Director, Human Services

### ENCLOSURES:

Yes (1)

### MEETING DATE:

April 19, 2005

### BACKGROUND:

The District's chief negotiator will meet to discuss current progress with the Western Placer Teacher Association's collective bargaining unit's contract proposal.

### SUPERINTENDENT'S RECOMMENDATION:

Administration recommends that the Western Placer Unified School District's Board take no action at this time.



**SPECIAL  
ORDER  
OF  
BUSINESS**

MISSION STATEMENT Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World BOARD OF TRUSTEE GLOBAL DISTRICT GOALS		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K2 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign Off by J. Stewart _____
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.	Personnel Sign Off by B. Noyes _____ Program Sign Off by S. Leaman _____ SBLT Involvement _____
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy _____

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

**SUBJECT:**  
First Street School Featured

**AGENDA ITEM AREA:**  
Special Order of Business

**REQUESTED BY:**  
Board of Trustees

**ENCLOSURES:**  
Yes

**MEETING DATE:**  
April 19, 2005

---

**BACKGROUND:**

- First Street Elementary will be our featured school for the month. The following items will be presented:
- Demonstration on safety/security feature, and Interceptor Video Surveillance System
  - School Choir will perform
  - Mexican Folkloric dance performance by students
  - SBLT, Mr. Glenn Vineyard

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees enjoy the presentation from First Street School.

## First Street School

### Board Presentation – April 19, 2005

First Street School is delighted to have an opportunity to highlight some of the wonderful features of our school to the Western Placer Unified School District Board of Trustees. During our presentation we will focus on a demonstration of our newest safety/security feature; the Interceptor Video Surveillance System. The presentation will also feature a performance by our school choir under the direction of Ms. Cindy Hagman, our music teacher and a Mexican Folkloric dance performance by FSS students under the direction of Ms. Jeaninne Kato. In addition, the Chairperson of our SBLT, Mr. Glenn Vineyard will give a brief report on some of that committee's accomplishments.

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 _____
5. Promote student health and nutrition in order to enhance readiness for learning.	Funding Sign Off by J. Stewart _____
	Personnel Sign Off by B. Noyes _____
	Program Sign Off by S. Leaman _____
	SBLT Involvement _____
	Complies with Board Policy _____

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

**SUBJECT:**

Recognition from State Assemblymen  
Tim Leslie, Presented by Tom Cosgrove  
To Two Lincoln High Students

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Tom Cosgrove,  
City Mayor

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

Two Lincoln High Students participated in the "High School Student Water Monitor Certification Program" this was held during the Veterans Day weekend in a workshop devoted to improving the water quality of our State. State Assemblymen Tim Leslie would like to recognize these students for their efforts and leadership.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees recognize the two Lincoln High School Students for their efforts and leadership.

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 K2 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 (HIP) _____
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 _____
5. Promote student health and nutrition in order to enhance readiness for learning.	Funding Sign-Off by J. Stewart _____
	Personnel Sign-Off by B. Noyes _____
	Program Sign Off by S. Leaman _____
	SBLT Involvement _____
	Complies with Board Policy _____

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

**SUBJECT:**

Lincoln Crossing Elementary  
School Presentation

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

No

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

Jordan Knighton with NTD/Stichler would like to do a presentation for the Board of Trustees on the status of the Lincoln Crossing Elementary School. There will be a power point presentation.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the board of trustees enjoy the Lincoln Crossing Elementary School presentation from NTD/Stichler.

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CONSENT

AGENDA

ITEMS

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b> <b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance B _____ Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Personnel Sign-Off by B. Noyes <b>B/N</b> _____
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 _____ SBLT Involvement _____
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Ratification of  
Classified Employment

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes **B/N**  
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

The Board of Trustees will consider ratification of employment of:

Victoria Bustos – Bus Driver (.58 FTE) - Transportation

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends ratification of employment of the individual listed above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL DEPARTMENT  
810 J STREET, LINCOLN, CA 95648  
(916) 645-5293

**NOTIFICATION** OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department

DATE: 3/18/05

You are hereby notified that: VICTORIA BUSTOS  
(applicant's name)

has been offered employment. The offer of employment is based on the following criteria:

POSITION TITLE: BUS DRIVER

EFFECTIVE DATE OF ASSIGNMENT: 3/29/05  
(To be determined by Personnel department)

ASSIGNMENT LOCATION: TRAVIS

RANGE: 24 STEP: C AMOUNT \$ 15.03 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 4.58 hrs

NEWLY APPROVED POSITION: \_\_\_\_\_, OR REPLACEMENT: X

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: DONNA ELLIS

FUNDING SOURCE: GENERAL FUND: 01-7230-0-2200-00-0000-3600-030-07

CATEGORICAL: \_\_\_\_\_  
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, **T.B. clearance**, fingerprints, and pre-employment physical if applicable.

**\*\* If this position is for an instructional aide, applicant must have passed screening test.**

Victoria M Bustos 3-24-05  
Applicant's signature Date

B. Brown 3-23-05  
Address (City/Zip) Telephone #  
Administrator's signature Date



MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World BOARD OF TRUSTEE GLOBAL DISTRICT GOALS		COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.		Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2. Fosters a safe, caring environment where individual differences are valued and respected.		Personnel Sign-Off by B. Noyes <i>BN</i> _____
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 _____ SBLT Involvement _____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students		
5. Promote student health and nutrition in order to enhance readiness for learning.		Complies with Board Policy _____

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

**SUBJECT:**

Ratification of Classified  
Promotion

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes *BN*  
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

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

Manuel Garcia – Custodian/Groundsman to Maintenance/Custodian - CCC

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends ratification of classified promotion of the individual listed above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL DEPARTMENT  
810 J STREET, LINCOLN, CA 95648  
(916) 645-5293

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department

DATE: 4/4/05

You are hereby notified that: Manuel Garcia

has been offered employment. The offer of employment is based on the following criteria:

POSITION TITLE: Custodian/Maintenance Night

EFFECTIVE DATE OF ASSIGNMENT: 4-5-05

(To be determined by Personnel department)

ASSIGNMENT LOCATION: Carlin C. Coppin School

RANGE: \_\_\_\_\_ STEP: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 8

NEWLY APPROVED POSITION: \_\_\_\_\_, OR REPLACEMENT: X

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: Rick Hall

FUNDING SOURCE: GENERAL FUND: x


CATEGORICAL: \_\_\_\_\_  
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, **T.B. clearance**, fingerprints, and pre-employment physical if applicable.

**\*\* If this position is for an instructional aide, applicant must have passed screening test.**

Manuel I Garcia 4/4/05  
Applicant's signature Date

Address \_\_\_\_\_ (City/Zip) \_\_\_\_\_ Telephone # \_\_\_\_\_  
John M. Blum 4/4/05  
Administrator's signature Date

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b> <b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Personnel Sign-Off by B. Noyes 
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 _____ SBLT Involvement _____
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Ratification of Classified  
Transfer for the  
2005/2006 School Year

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes   
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

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

Susie Carlton – Health Aide (.38 FTE) – CCC to FRE

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends ratification of classified transfer of the individual listed above.

202243

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL DEPARTMENT  
810 J STREET, LINCOLN, CA 95648  
(916) 645-5293

**NOTIFICATION** OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department

DATE: 4/6/05

You are hereby notified that: SUSIE CARLTON  
(applicant's name)

has been offered employment. The offer of employment is based on the following criteria:

POSITION TITLE: HEALTH AIDE

EFFECTIVE DATE OF ASSIGNMENT: 7/1/05  
(To be determined by Personnel department)

ASSIGNMENT LOCATION: FRE

RANGE: 18 STEP: E AMOUNT \$ 14.33 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 3

NEWLY APPROVED POSITION: X, OR REPLACEMENT: \_\_\_\_\_

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: \_\_\_\_\_

FUNDING SOURCE: GENERAL FUND: 01-0213-0-2400-00-1135-3140-130-00

CATEGORICAL: \_\_\_\_\_  
(specify)


I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, **T.B. clearance**, fingerprints, and pre-employment physical if applicable.

**\*\* If this position is for an instructional aide, applicant must have passed screening test.**

Susan Carlton 4-8-05  
Applicant's signature Date

\_\_\_\_\_  
Address (City/Zip) Telephone #

Kelly Castille 4/8/05  
Administrator's signature Date

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b> <b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2.	Fosters a safe, caring environment where individual differences are valued and respected.	Personnel Sign-Off by B. Noyes 
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 _____ SBLT Involvement _____
4.	Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Ratification of Classified  
Voluntary Demotion  
2005/2006 School Year

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes   
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

The Board of Trustees will take action to ratify the voluntary demotion of:

Kerry Beltram – Maintenance/Custodian to Custodian/Groundsman –  
LHS to FRE

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends ratification of classified transfer of the individual listed above.

P.O. 200241  
4/5/05  
to Jgs

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL DEPARTMENT  
810 J STREET, LINCOLN, CA 95648  
(916) 645-5293

**NOTIFICATION** OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department

DATE: 4/5/05

You are hereby notified that: KERRY BELTRAN  
(applicant's name)

has been offered employment. The offer of employment is based on the following criteria:

POSITION TITLE: CUSTODIAN/GROUNDSMAN

EFFECTIVE DATE OF ASSIGNMENT: 7/1/05  
(To be determined by Personnel department)

ASSIGNMENT LOCATION: FOSKETT RANCH

RANGE: 22 STEP: E AMOUNT \$ 15.75 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 8

NEWLY APPROVED POSITION: X, OR REPLACEMENT: \_\_\_\_\_

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: \_\_\_\_\_

FUNDING SOURCE: GENERAL FUND: 01-0000-0-2200-00-1135-8200-130-00

CATEGORICAL: \_\_\_\_\_  
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, **T.B. clearance**, fingerprints, and pre-employment physical if applicable.

**\*\* If this position is for an instructional aide, applicant must have passed screening test.**

Kerry Beltran 4-6-05  
Applicant's signature Date

\_\_\_\_\_  
Address (City/Zip) Telephone #  
Kelly Castells 4/8/05  
Administrator's signature Date

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
5. Promote student health and nutrition in order to enhance readiness for learning.

**COMPLIANCE CHECK LIST**

- Complies with Board Policy \_\_\_\_\_  
Complies with Site Plan (LIP) \_\_\_\_\_  
Complies with Governance B \_\_\_\_\_  
Management Document \_\_\_\_\_  
Complies with Mission Statement \_\_\_\_\_  
Funding Sign-Off by J. Stewart \_\_\_\_\_  
Personnel Sign-Off by B. Noyes **B7** \_\_\_\_\_  
Program Sign Off by S. Leaman \_\_\_\_\_  
SBLT Involvement \_\_\_\_\_  
Complies with Board Policy \_\_\_\_\_

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

**FACT SHEET**

**SUBJECT:**

Ratification of Certificated  
Voluntary Transfers  
2005/2006 School Year

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes **B7**  
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

The Board of Trustees will take action to ratify the voluntary transfer of:

Carol Anderson – 3<sup>rd</sup> Grade to 2<sup>nd</sup> Grade – FSS to FRE  
Vickie Grever – 5<sup>th</sup> Grade to 1<sup>st</sup> Grade – FSS to FRE  
Dale Hannum – 2<sup>nd</sup> Grade to 1<sup>st</sup> Grade – CCC to FRE  
Kathleen Kelly – Kindergarten to Kindergarten – FSS to FRE  
Gregg Law – 4<sup>th</sup> Grade to 3<sup>rd</sup> Grade – COE to FRE  
Alice Pennington – Kindergarten to Kindergarten – COE to FRE  
Eric Souto – 5<sup>th</sup> Grade to 5<sup>th</sup> Grade – FSS to FRE  
Jennifer Sturdy – 3<sup>rd</sup> Grade to 3<sup>rd</sup> Grade – FSS to FRE

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the voluntary transfer of the individuals listed above.

4.1 b.

**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: CAROL ANDERSON

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

2<sup>ND</sup> GRADE TEACHER

Carol A. Anderson 3/15/05  
Signature/Teacher      Date      Signature/Principal      Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1 b.1



# 2005 - 2006 CERTIFICATED STAFFING ASSIGNMENT NOTICE

TO: VICKIE GREVER

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

1<sup>ST</sup> GRADE TEACHER

Victoria Ben 3-15-05  
Signature/Teacher Date Signature/Principal Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1 b.2

**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: DALE HANNUM

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

1<sup>ST</sup> Grade Teacher

<u>Dale H. Hannum</u> <u>3/15/05</u>	
Signature/Teacher	Date
	Signature/Principal
	Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1b.3

**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: KATHLEEN KELLY

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

KINDERGARTEN TEACHER

Kathleen Kelly 3-15-05  
Signature/Teacher Date

\_\_\_\_\_  
Signature/Principal Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.16.4


**2005 - 2006  
CERTIFICATED STAFFING  
ASSIGNMENT NOTICE**

TO: GREGG LAW

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

3<sup>RD</sup> GRADE TEACHER

 _____ Signature/Teacher	<u>3/14/05</u> _____ Date	 _____ Signature/Principal	 _____ Date
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**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1 b.5

**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: ALICE PENNINGTON

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

KINDERGARTEN TEACHER

Alice Pennington 3-14-05

Signature/Teacher

Date

Signature/Principal Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1b.6

**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: ERIC SOUTO

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

5<sup>TH</sup> GRADE TEACHER

E. Souto 3-15-05  
Signature/Teacher      Date      Signature/Principal      Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1 b.7

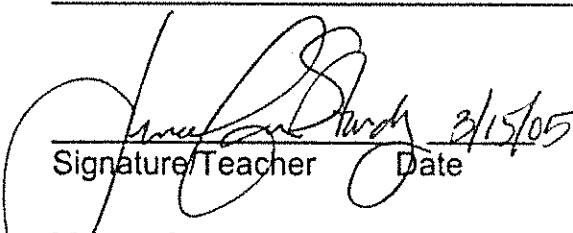
**2005 - 2006**  
**CERTIFICATED STAFFING**  
**ASSIGNMENT NOTICE**

TO: JENNIFER STURDY

SCHOOL: FOSKETT RANCH ELEMENTARY

Your assignment for the 2005 - 2006 school year will be:  
If categorical, please specify.

3<sup>RD</sup> GRADE TEACHER

 3/15/05  
Signature/Teacher

Date

\_\_\_\_\_  
Signature/Principal Date

**Your signature means the following:**

1. Your assignment for the 2005-2006 school year will be as described above.
2. The school district must be informed by June 30<sup>th</sup> of this school year of a change in your employment status or effective July 1, 2005, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2005-2006 school year (Education Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

cc: Teacher  
Principal  
Director of Human Services

assign

4.1 b.8

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
5. Promote student health and nutrition in order to enhance readiness for learning.

**COMPLIANCE CHECK LIST**

Complies with Board Policy \_\_\_\_\_  
Complies with Site Plan (LIP) \_\_\_\_\_  
Complies with Governance & Management Document \_\_\_\_\_  
Complies with Mission Statement \_\_\_\_\_  
Funding Sign-Off by J. Stewart \_\_\_\_\_  
Personnel Sign-Off by B. Noyes 3/1 \_\_\_\_\_  
Program Sign Off by S. Leaman \_\_\_\_\_  
SBLT Involvement \_\_\_\_\_  
Complies with Board Policy \_\_\_\_\_

**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 BN  
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

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

Bonnie Dellner – School Nurse - District

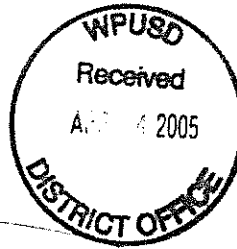
**SUPERINTENDENT'S RECOMMENDATION:**

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

4.1 b.9



April 4, 2005



A handwritten signature in cursive, followed by the date "4/4/05".

Dear Scott,

It is with regret that I must announce my resignation as school nurse at the close of this school year. It was a very difficult decision for me and I want you to know that I did not want to leave WPUSD. For the short time I have been a member of special services, I have gotten to know, like, and respect so many of the district employees. The children have been a special joy to me as well because I was not able to have children of my own and see each one as special and precious. It is my hope that my services have been of value to our schools.

My reason for leaving is that my husband's health is not the best and he wants to retire in Nevada to our home there rather than wait several more years as I had planned. We cannot afford to stay here anymore since his income will be too low on social security. I will, of course stay and work until the end of the school year, but I hope the district will hire a nurse as quickly as possible in order for her/him to be acquainted with the job and needs of the district. I would be unavailable to train someone next year as I will be working in Nevada by then.


There are many people who I would like to thank for supporting most of my requests while I have been employed with WPUSD but you are at the top of my list Scott. Bob Noyes has been wonderful to me in so many ways I cannot begin to list them all. I know that I have, at times, been a burden for you Scott because of some of our personnel issues but I hope that my performance as a school nurse has made up for that. Thank you for all the times you listened to me rant about needing more help!

Sincerely,

A handwritten signature in cursive that reads "Bonnie Dellner".  
Bonnie Dellner

cc Bob Noyes  
Roger Yohe  
Members of the BOE

4.16.10

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Approval of the Community-Based English Tutoring (CBET) Program

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

The district has the opportunity to receive additional funding for English Language Learners for the 2005-06 school year through the CBET program. The district already performs most of the required items and the program will generate little or no extra duties.

**ADMINISTRATION'S RECOMMENDATION:**

Administration recommends approval of the CBET application.

**Community-Based English Tutoring Program  
Application Form, Fiscal Year 2005-06  
(previously known as letter of intent)**

**Submission Deadline: May 20, 2005**

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

**Local Educational Agency (LEA) Information**

Name of LEA Western Placer Unified School Dist. County/District Code 3 1 / 6 6 9 5 1  
Charter School No. \_\_\_\_\_

Mailing Address 810 J Street

City Lincoln State CA Zip Code 9 5 6 4 8 -

Program Contact Person

Name Scott Leaman

Title/Office Assistant Superintendent of Educational Services

Telephone Number (916) 6 4 5 - 6 3 5 0 x \_\_\_\_\_ FAX Number (916) 6 4 5 - 6 3 5 6

E-mail

Address s\_leaman@wpusd.k12.ca.us

The LEA listed above hereby **requests** allocation of funds from the California Department of Education to participate in the CBET Program for fiscal year 2005-06.

**Assurances**

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

1. The conditions established pursuant to *Education Code* sections 300-340, and *California Code of Regulations*, Title 5, sections 11300-11305 will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make records available for audit when requested.

Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the tutoring program.

(continued on reverse side)

4.2.1

4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to K-12 English learners.
5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.

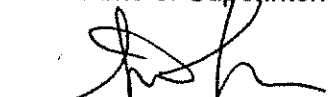
#### **Certification and Signature**

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

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

Scott Leaman

Print Name of Superintendent or Designee



Signature of Superintendent or Designee

4/12/05

Date

#### **Board Approval**

Dennis Sonnenburg

Print Name of Presiding Officer of Governing Board

4/19/05

Board Approval Date

Signature of Presiding Officer of Governing Board


4/19/05

Date

This CBET Application Form, FY 2005-06 is to be submitted to the California Department of Education and postmarked on or before May 20, 2005. Return this form to:

Jorge Gaj, Consultant  
Language Policy and Leadership Office  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814-5901

4.2.2

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b> <b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>		COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.		Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance B Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2. Fosters a safe, caring environment where individual differences are valued and respected.		Personnel Sign-Off by B. Noyes 
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 _____ SBLT Involvement _____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students		
5. Promote student health and nutrition in order to enhance readiness for learning.		Complies with Board Policy _____

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


### SUBJECT:

Adoption of Resolution  
Establishing A Reduction of  
Classified Position Hours

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

  
Bob Noyes, Director  
Human Services

### ENCLOSURES:

### MEETING DATE:

April 19, 2005

### BACKGROUND:

Due to lack of work and/or lack of funds certain services now being provided by the District must be reduced or discontinued by the following extent:

One 8.00 hour Grant Funded After School Program Site Supervisor will be eliminated.

One 6.00 hour Grant Funded Support Services Clerk will be reduced by one (1) hour.

### SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the reduction of Classified Position Hours.

## RESOLUTION

04/05.23

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of July 1, 2005 certain services now being provided by the District be reduced or discontinued by the following extent:

One 8 hour Grant Funded After School Site Supervisor position will be eliminated.

One 6 hour Grant Funded Support Services Clerk will be reduced by one (1) hour.

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2005, these classified positions of the District are to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to two classified employees of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on April 19, 2005, by the following vote:

AYES:

NOES:

ABSENT:

Date: \_\_\_\_\_

Governing Board of the Western Placer Unified School District

By \_\_\_\_\_  
Secretary of the Governing Board

4.3.1



**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

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

Superintendent  
Roger R. Yohe

Board of Trustees  
Marcia Harris  
Paul Long  
Earl Mentze  
Karen Roberts  
Dennis Sonnenburg

Asst. Superintendent,  
Business Services  
Jay M. Stewart

Asst. Superintendent,  
Educational  
Services  
Scott Leaman

Director,  
Human Services  
Robert Noyes

February 7, 2005

Elena Yopez

Dear Elena:

This letter is sent to you as the official notification that your eight (8) hours of Grant Funded After School Program Site Supervisor will be eliminated due to loss of funds. The After School Grant and Tutorial revenue sources have been reduced.

The Western Placer Unified School District's Board of Trustees will review the reduction of your hours and take action at the March 1, 2005 board meeting held at Lincoln High School. If action is taken to formally reduce your work hours, you will be allowed to complete your current work assignment through June 30, 2005. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Grant Funded After School Program Site Supervisor
2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants within the same job classification. If you choose this option, you will retain your eight hours within the school district if it becomes available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 434-5092.

Sincerely,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA

Enc.

*Hand delivered 2/8/05*

**"PURSUIT OF EXCELLENCE"**

4.3.2

February 7, 2005



**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

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

Superintendent  
Roger R. Yohe

Board of Trustees  
Marcia Harris  
Paul Long  
Earl Mantze  
Karen Roberts  
Dennis Sonnenburg

Asst. Superintendent,  
Business Services  
Jay M. Stewart

Asst. Superintendent,  
Educational  
Services  
Scott Leaman

Director,  
Human Services  
Robert Noyes

Helen Johnston

Dear Helen:

This letter is sent to you as the official notification that your six (6) hours of Grant Funded Support Services Clerk time at the Office of Support Services will be reduced by one (1) hour due to loss of funds.

The Western Placer Unified School District's Board of Trustees will review the reduction of your hours and take action at the March 1, 2005 board meeting held at Lincoln High School. If action is taken to formally reduce your work hours, you will be allowed to complete your current work assignment through June 3, 2005. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Grant Funded Support Services Clerk within the district.
2. Choose to accept a voluntary reduction in assigned time in lieu of layoff and be granted the same reemployment rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months (63 months total of reemployment eligibility). If you choose this option, you will retain your five hours at the Office of Support Services.
3. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your six hours within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 434-5092.

Sincerely,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA

*Hand delivered 2/7/05*

**"PURSUIT OF EXCELLENCE"**

4.3.3





**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

(916) 645-8350  
(916) 645-6356 FAX

*Superintendent*  
*Roger R. Yohe*

*Board of Trustees*  
*Marcia Harris*  
*Paul Long*  
*Earl Mentze*  
*Karen Roberts*  
*Dennis Sonnenburg*

*Asst. Superintendent,  
Business Services*  
*Jay M. Stewart*

*Asst. Superintendent,  
Educational  
Services*  
*Scott Leaman*

*Director,  
Human Services*  
*Robert Noyes*

February 7, 2005

Joe Ross, President

7

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that the six (6) hour Grant Funded Support Services Clerk position at the Office of Support Services will be reduced one (1) hour per day effective July 1, 2005 due to a change in funding (Contract Article IX (D)). Please refer to the enclosed letter from Getta Dolinsek, Support Program Specialist, Office of Support Services.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of position of said employee on March 1, 2005.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Enc.

*Hand delivered 2-7-05*

"PURSUIT OF EXCELLENCE"

4.3.4



**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

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

Superintendent  
Roger R. Yoho

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Marcia Harris  
Paul Long  
Earl Mentze  
Karen Roberts  
Dennis Sonnenburg

Asst. Superintendent,  
Business Services  
Jay M. Stewart

Asst. Superintendent,  
Educational  
Services  
Scott Leaman

Director,  
Human Services  
Robert Noyes

February 7, 2005

Joe Ross, President

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employee's Association, I am hereby serving notice to you that Elena Yopez, an eight (8) hour Grant Funded After School Program Site Supervisor at First Street, Creekside Oaks, and Glen Edwards Middle School will be laid off, effective July 1, 2005, due to a loss of funds (Contract Article IX (D)). Please refer to the attached letter from Getta Dolinsek, Support Program Specialist.

The Western Placer Unified School District will be presented a resolution for action regarding the layoff of said employee on March 1, 2005. The affected employee will receive a "Notice of Layoff" form (with attached Board Resolution and Notice of Election Form) either by personal service or certified mail (Contract Article IX (E)(2)). Also, the regular 45-day prior notice rule applies, Education Code 45117.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Enc.

*Hand delivered 2/7/05*

**"PURSUIT OF EXCELLENCE"**

4.3.5

Office of Support Services  
Georgetta Dolinsek - Program Support Specialist  
Phone (916) 645-5135 Fax (916) 645-5136

**Western Placer  
Unified School  
District**

## Memo

**To: Personnel**

**From: Getta Dolinsek**

**Date: February 7, 2005**

**RE: Reduction in Staff and Hours**

---

This is to inform you for the 2005-2006 school year the following are changes to staff assignment due to budget cut backs :

- Helen Johnston, Support Services Clerk, will be reduced one hour per day with a total of 5 hours per week. She will be working 25 hours per week.
- Elena Yopez, Site Supervisor, will be laid off at the end of the 2004-05 school year.

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b>	
<b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>	
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance B _____ Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2. Fosters a safe, caring environment where individual differences are valued and respected.	Personnel Sign-Off by B. Noyes <b>B/N</b> _____
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 _____ SBLT Involvement _____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students	Complies with Board Policy _____
5. Promote student health and nutrition in order to enhance readiness for learning.	

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

**SUBJECT:**

Adoption of Resolution  
Establishing A Reduction of  
Classified Position Hours

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

**B/N**  
Bob Noyes, Director  
Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

Due to lack of work and/or lack of funds certain services now being provided by the District must be reduced or discontinued by the following extent:

One 3.00 hour Copier Clerk will be eliminated.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve the reduction of Classified Position Hours.

## RESOLUTION

04/05.24

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of July 1, 2005 certain services now being provided by the District be reduced or discontinued by the following extent:

One 3 hour Copier Clerk position will be eliminated.

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2005, this classified position of the District is to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to one classified employee of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on April 19, 2005, by the following vote:

AYES:

NOES:

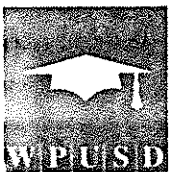
ABSENT:

Date: \_\_\_\_\_

Governing Board of the Western Placer Unified School District

By \_\_\_\_\_  
Secretary of the Governing Board

4.4.1



**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

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

Superintendent  
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Board of Trustees  
Marcia Harris  
Paul Long  
Earl Mentze  
Karen Roberts  
Dennis Sonnenburg

Asst. Superintendent,  
Business Services  
Jay M. Stewart

Asst. Superintendent,  
Educational  
Services  
Scott Leaman

Director,  
Human Services  
Robert Noyes

April 6, 2005

Lillie Paddeck

Dear Lillie:

This letter is sent to you as the official notification that your three (3) hour Copier Clerk position at First Street Elementary School will be eliminated due to loss of funds. Recent developments at the State level have placed restrictions on how SBLT monies are spent. Any expenditure approved by the SBLT has to be aligned to the goals and activities addressed on the SINGLE PLAN FOR STUDENT ACHIEVEMENT (Site Plan) and must be directly related to student achievement.

The Western Placer Unified School District's Board of Trustees will review the elimination of your position and take action at the April 19, 2005 board meeting held at the First Street Elementary School. If action is taken to formally eliminate your position,, you will be allowed to complete your current work assignment through June 3, 2005. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Copier Clerk or School Office Clerk I within the District.
2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your 3 hours within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 201-9282.

Sincerely,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA  
Enc.

"PURSUIT OF EXCELLENCE"

4.4.2

**GRANT FUNDED CLERK**

Arianna	Aten			03/10/05	LTHOUSE
---------	------	--	--	----------	---------

**GRANT FUNDED BILINGUAL CLERK**

Rosa	Anderson			01/03/05	LTHOUSE
------	----------	--	--	----------	---------

**GRANT FUNDED SUPPORT SERVICES CLERK**

Helen	Johnston			10/01/02	DO
-------	----------	--	--	----------	----

**GRANT FUNDED RECREATION SUPERVISOR**

Blain	Varner	After School Prog. Site Super.	08/19/02	08/18/03	08/19/02	SUPP. SER.
-------	--------	--------------------------------	----------	----------	----------	------------

**COPIER CLERK**

Lilli	Paddeck	School Office Clerk I	04/01/02	09/01/04	04/01/02	FSS
-------	---------	-----------------------	----------	----------	----------	-----

**INSTRUCTIONAL AIDE**

Mary Ann	Allen				03/01/66	COE	
Teri	Solander	X			05/11/92	CCC	
Debra	Henri	X	Campus/Café Supervisor	09/06/94	08/27/97	09/06/94	COE
Kathleen	Johnson				08/27/97	CCC	
Denise	Gragg	X			09/02/97	FSS	
Ersula	Bombard		Kitchen Helper/Food Transp.	08/17/99	08/23/99	08/17/99	LHS
Rita	Mendoza	X			08/28/00	FSS	
Catherine	Meijer	X			10/1/2001	FSS	
Michelle	Eslinger				08/20/02	SHER	
Marta	Cardenas		Campus/Café Supervisor	09/13/99	07/01/03	09/13/99	GEM
ricia	Shorkey				01/20/04	COE	
victoria	Croall		Library Aide	08/24/00		08/24/00	CCC
			School Office Clerk I	08/15/02	08/18/04		
Maritza	Pisik	X	School Office Clerk I	08/13/03	08/18/04	08/13/03	CCC
Maria	DeSantiago				10/18/04	FSS	
Maribel	Vergara				08/18/04	FSS	
Barbara	Green	X	Campus/Café Supervisor	01/06/03	03/01/04	01/06/03	TBE
Lori	Deschamps				09/22/04	TBE	
Lisa	Miller	X	Campus/Café Supervisor	09/13/04	11/29/04	09/13/04	GEM
Shawn	McQueary				01/31/05	GEM	

**A.L.C. SUPERVISOR**

Deborah	Robles	Campus/Café Supervisor	02/04/88	08/26/94	02/04/88	GEM
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**INSTRUCTIONAL AIDE BILINGUAL**

Rafaela	Balderas			11/03/83	FSS
Esperanza	Avalos			10/15/84	FSS
Gabriela	Ayala			9/26/2001	FSS
Nancy	Gonzalez			05/08/02	PHS

4.4.3

**SCHOOL ATTENDANCE CLERK**

Patsy	Pence	X	Instructional Aide	09/24/71	12/01/92	09/24/71	CCC
e	Selter	X	Bilingual Aide/Camp. Sup.	09/27/88	06/02/00	09/27/88	FSS
Angie	Selter		Bilingual Clerk	09/29/97			
Angie	Selter		Attendance Clerk	06/02/00			
Gloria	Garcia					02/21/95	GEM
Melissa	Ortiz	X	Clerk/Cashier		07/01/02	09/26/01	COE
Diana	Melendrez					10/01/03	LHS

**SCHOOL OFFICE CLERK II**

Patsy	Pence	X	School Clerk	09/24/71	07/01/01	09/24/71	CCC
Vickie	Vineyard					10/28/94	FSS
Shari	Thorpe					08/15/00	COE
Charlene	Emerson		Instructional Aide	11/29/99	09/01/03	11/29/99	LHS

**SCHOOL OFFICE CLERK I**

Melissa	Ortiz	X	Clerk/Cashier	09/26/01	07/01/02	09/26/01	COE
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**LIBRARY TECHNICIAN**

Patricia	Pogue		Library Aide	11/29/77	07/01/98	11/29/77	LHS
Peggy	Turner	X	Instructional Aide	10/02/79	07/01/98	10/02/79	TBE
Cheryl	Harrison		Instr. Aide/Camp Café Sup.	09/15/86	09/15/89	09/15/86	GEM
Carol	Edwards					03/07/95	CCC
Irma	Balonek					08/21/00	FSS
Kelle	LeBeau		Computer Lab Technician	08/20/03		08/20/03	COE
Diane	Smith		Instructional Aide	09/23/02	08/18/04	09/23/02	SHER
e	Smith		Special Ed Instructional Aide	07/01/03			

**COMPUTER LAB TECHNICIAN**

Donna	Salsberry					10/17/94	CCC
Kim	Reyne					08/28/00	COE
Diane	Smith		Instructional Aide	09/23/02	08/18/04	09/23/02	SHER
Diane	Smith		Special Ed Instructional Aide	07/01/03			

**AFTER SCHOOL PROGRAM SITE SUPERVISOR**

Roberta	Giles					08/19/02	SUPP. SER.
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**INFANT/TODDLER PARAPROFESSIONAL**

Carol	Hutchinson		Instructional Aide Sp. Ed.	09/28/81	08/22/96	09/28/81	PHS
Kimberly	Kellar					11/26/96	PHS

**HEALTH AIDE**

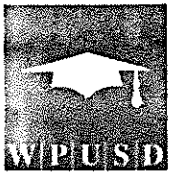
Teri	Ball	X				09/14/98	COE
Susan	Carlton		Instructional Aide	10/25/99	08/22/00	10/25/99	CCC
Rita	Mendoza	X				08/28/00	FSS
Catherine	Meijer	X				10/01/01	GEM
Nicole	Lomonico					09/03/04	TBE

**HEALTH CLERK**

T	Ball	X	Instructional Aide	10/25/99	07/01/03	10/25/99	COE
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4,4.4





**WESTERN  
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DISTRICT**

810 J Street  
Lincoln, CA 95648

(916) 645-6350  
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*Superintendent*  
Roger R. Yohe

*Board of Trustees*  
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Dennis Sonnenburg

*Asst. Superintendent,  
Business Services*  
Jay M. Stewart

*Asst. Superintendent,  
Educational  
Services*  
Scott Leaman

*Director,  
Human Services*  
Robert Noyes

April 6, 2005

Joe Ross, CSEA President

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that the 3 hour Copier Clerk position at First Street Elementary School will be eliminated effective July 1, 2005. This position is being eliminated due to a loss of funding (Contract Article IX (D)). Please refer to the enclosed letter from Ruben Ayala, Principal, First Street Elementary School.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of position on April 19, 2005. .

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Enc.

"PURSUIT OF EXCELLENCE"

4.4.5

# Memo

**To:** WPUSD Personnel Dept. - Peggy

**From:** Ruben Ayala

**CC:** Mr. Bob Noyes, Mr. Joe Ross

**Date:** 4/6/2005

**Re:** Layoff Notice - Classified

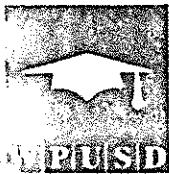
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For the last couple of years, First Street School has been able to employ a copy room clerk in an effort to allow teachers to use their preparation time to plan and subsequently implement a standards-based educational program for our students. The funding source for this position has come from our SBLT budget and has been approved each year by our Site Based Leadership Team.

Recent developments at the State level have placed restrictions on how SBLT monies are spent. Any expenditures approved by the SBLT have to be aligned to the goals and activities addressed on the SINGLE PLAN FOR STUDENT ACHIEVEMENT (Site Plan) and must be directly related to student achievement.

Unfortunately, the copy room clerk position at First Street School can no longer be funded with SBLT money. At this time there are no other funds available to continue the position. The only feasible solution to the current situation is the layoff of the person currently employed as copy room clerk.

If you have any questions, I can be contacted at 645-6330.



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*Superintendent*  
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*Jennils Sonnenburg*

*Asst. Superintendent,  
Business Services*  
*Jay M. Stewart*

*Asst. Superintendent,  
Educational  
Services*  
*Scott Leaman*

*Director,  
Human Services*  
*Robert Noyes*

April 12, 2005

Lillie Paddeck

Dear Lillie:

This letter is sent to you as the official notification that your three (3) hour Copier Clerk position at First Street Elementary School will be eliminated due to loss of funds. Recent developments at the State level have placed restrictions on how SBLT monies are spent. Any expenditure approved by the SBLT has to be aligned to the goals and activities addressed on the SINGLE PLAN FOR STUDENT ACHIEVEMENT (Site Plan) and must be directly related to student achievement.

The Western Placer Unified School District's Board of Trustees will review the elimination of your position and take action at the April 19, 2005 board meeting held at the First Street Elementary School. If action is taken to formally eliminate your position,, you will be allowed to complete your current work assignment through June 3, 2005. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Copier Clerk or School Office Clerk I within the District.
2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your 3 hours within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at 201-9282.

Sincerely,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA  
Enc.

"PURSUIT OF EXCELLENCE"

4.4.7

<b>MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World</b> <b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>		COMPLIANCE CHECK LIST
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____ Personnel Sign-Off by B. Noyes <u>75/</u> Program Sign Off by S. Leaman _____ SBLT Involvement _____
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	
5.	Promote student health and nutrition in order to enhance readiness for learning.	Complies with Board Policy _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Adoption of Resolution  
Establishing A Reduction of  
Classified Position Hours

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Bob Noyes, Director BN  
Human Services

**ENCLOSURES:**

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

Due to lack of work and/or lack of funds certain services now being provided by the District must be reduced or discontinued by the following extent:

One 6.5 hour, 4 days a week, Grant Funded Clerk will be reduced from 12 months to 11 months.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve the reduction of Classified Position Hours.

## RESOLUTION

04/05.25

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds it is in the best interest of this school district, that as of July 1, 2005 certain services now being provided by the District be reduced or discontinued by the following extent:

One 6.5 hour, 4 days a week, Grant Funded Clerk position will be reduced from 12 months to 11 months.

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2005, this classified position of the District is to be reduced or discontinued to the extent set forth above.

NOW, THEREFORE, BE IT RESOLVED that the reduction approved by this Resolution will not be implemented until consultation with CSEA and its Western Placer Chapter #741 as provided for in Article IX of the collective bargaining agreement, is completed.

BE IT FURTHER RESOLVED that the District Superintendent be and hereby is authorized and directed to give notice of layoff/reduction of employment to one classified employee of the District pursuant to the District's rules and regulations and applicable provisions of the Education Code not later than 45 days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on April 19, 2005, by the following vote:

AYES:

NOES:

ABSENT:

Date: \_\_\_\_\_

Governing Board of the Western Placer Unified School District

By \_\_\_\_\_  
Secretary of the Governing Board

4.5.1



**WESTERN  
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Business Services*  
Jay M. Stewart

*Asst. Superintendent,  
Educational  
Services*  
Scott Leaman

*Director,  
Human Services*  
Robert Noyes

April 11, 2005

Joe Ross, CSEA President

Dear Joe:

As per the classified employee contract between the Western Placer Unified School District and the Western Placer Classified Employees' Association, I am hereby serving notice to you that the 6.5 hour, 4 days a week, Grant Funded Clerk position at the Lighthouse will be reduced from 12 months to 11 months effective July 1, 2005. This position is being reduced due to the closing of the Lighthouse during the month of July. Also, the loss of the 21<sup>st</sup> Century Community Learning Centers Federal Grant has created a financial difficulty to support this position.

The Western Placer Unified School District will be presented a resolution for action regarding the reduction of position on April 19, 2005.

Please contact me to negotiate impact(s) and effect(s) of the action, if you feel it is necessary.

Respectfully,

Bob Noyes, Director of Human Services  
Western Placer Unified School District

Enc.

"PURSUIT OF EXCELLENCE"

4.5.2

Office of Support Services  
Georgetta Dolinsek - Program Support Specialist  
Phone (916) 445-5125 Fax (916) 445-5126

**Western Placer  
Unified School  
District**

## Memo

**To: Personnel Department**

**From: Getta Dolinsek and Amy Riga**

**Date: February 23, 2005**

**RE: Reduction in Months for Grant Funded Clerk -  
Lighthouse Resource Center**

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As per the budget meeting on February 11<sup>th</sup>, with Assistant Superintendent of Educational Services and Assistant Superintendent of Business Services, the budget management team decided to reduce the Grant Funded Clerk at the Lighthouse Resource Center's months from a 12 month position to an 11 month position due to the closing of the Lighthouse during the month of July. Also, the loss of our 21<sup>st</sup> Century Community Learning Centers Federal Grant has created a financial difficulty to support this position. This would be a savings of \$6,157.00 for the school year 2005-06. This change would take effect in the 2005-06 school year.

4.5.3



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Business Services*  
Jay M. Stewart

*Asst. Superintendent,  
Educational  
Services*  
Scott Leaman

*Director,  
Human Services*  
Robert Noyes

April 11, 2005

Arianna Aten

Dear Arianna:

This letter is sent to you as the official notification that your 6.5 hour, 4 days a week, Grant Funded Clerk position at the Lighthouse will be reduced from 12 months to 11 months effective July 1, 2005. This position is being reduced due to the closing of the Lighthouse during the month of July. Also, the loss of the 21<sup>st</sup> Century Community Learning Centers Federal Grant has created a financial difficulty to support this position.

The Western Placer Unified School District's Board of Trustees will review the reduction of your position and take action at the April 19, 2005 board meeting held at the First Street Elementary School. If action is taken to formally reduce your position,, you will be allowed to complete your current work assignment through June 30, 2005. After the 45-day lay-off notice timeline is completed you will have the option to do one of the following:

1. "Bump" the lowest Grant Funded Clerk within the District. (None at this time)
2. Accept the official lay-off notice due to lack of funds and be eligible for reemployment for a period of 39 months and be reemployed in preference to new applicants with less seniority within the same job classification. If you choose this option, you will retain your 6.5 hours, 4 days a week, within the school district if they become available.

If I can be of any assistance in this matter, please call me at 645-6350 or the WPCSEA President, Joe Ross at

Sincerely,


Bob Noyes, Director of Human Services  
Western Placer Unified School District

Cc: Joe Ross, President WPCSEA  
Enc.

"PURSUIT OF EXCELLENCE"

4.5.4



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
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
5. Promote student health and nutrition in order to enhance readiness for learning	Program Sign Off by S. Leaman 
	SBLT Involvement

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Approval of Revised Local Educational Agency Plan

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

The No Child Left Behind (NCLB) Act of 2001 mandates local educational agencies to develop a Local Educational Agency Plan (LEAP) as a requirement for receiving federal funding for NCLB. The California Department of Education will employ three major processes to meet legislative requirements for specific federal and state programs. The accountability processes will include the Consolidated Application, the Coordinated Compliance Review, and now the LEA Plan. The district's original plan was approved in May of 2003.

Only four pages were revised in the plan and are included in the packet to reflect recent adoptions. The entire plan (85 pages) is available at [www.wpusd.k12.ca.us](http://www.wpusd.k12.ca.us) under "Educational Services."

**ADMINISTRATION'S RECOMMENDATION:**

Administration recommends approval of the LEA plan.

4.6

	<p>Description of how the LEA is meeting or plans to meet this requirement.</p> <p>a) Teachers in the Western Placer Unified have been trained in SDAIE, CLAD, and other programs that allow for specialized instruction to meet the needs of students who are limited English proficient. These research-based approaches are particularly useful in differentiating instruction using the district-adopted programs referenced in Item 2 on the previous page. An addition CLAD training will be held during the 2003-04 school year.</p> <p>b) Teachers received training in programs and in <i>Harcourt</i> and will continue to receive on-going training in these programs as well. Specific trainings on the use of the ELD component of adopted reading programs will be held.</p> <p>c) Principals are required to evaluate teachers using an instrument based on the California Standards for the Teaching Profession that includes standards for meeting the individual needs of students. All district administrators attended an all day inservice on district English Learner Programs. District teachers recommend, and the Board adopted, major changes in District English Learner Policy.</p> <p>d) Increase the number of students who are reclassified from limited to fluent English proficient with a corresponding increase in performance on state tests.</p>
<p>3. Provide high quality professional development for classroom teachers, principals, administrators, and other school or community-based personnel.</p> <p>a. designed to improve the instruction and assessment of LEP children;</p> <p>b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited-English-proficient students;</p> <p>c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children's English proficiency or substantially increasing the teachers' subject matter knowledge, teaching knowledge, and teaching skills;</p> <p>d. Long term effect will result in positive and lasting impact on teacher performance in the classroom.</p>	<p><b>Required Activities</b></p>
<p>4. Upgrade program objectives and effective instruction strategies.</p>	<p><b>Allowable Activities</b></p> <p><b>Yes or No</b></p> <p><b>If yes, describe:</b></p> <p>Comprehensive training will be offered during the 2003-04 school year with a focus on disseminating new English Learner Criteria to all staff. Increased opportunities for students in all sites will be offered.</p>

	<p data-bbox="280 142 313 1081">Description of how the LEA is meeting or plans to meet this requirement.</p>
<p data-bbox="362 1098 443 1829">2. Describe how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c)).</p> <p data-bbox="451 1098 508 1770">The effectiveness of the LEP programs will be determined by the increase in:</p> <ul data-bbox="516 1150 573 1770" style="list-style-type: none"> <li>• English proficiency; and</li> <li>• Academic achievement in the core academic subjects</li> </ul>	<p data-bbox="362 161 540 1081">a) The district has adopted Houghton Mifflin Reading in grades K-5 and Holt in grades K-8 and Into English published by Harcourt (research-based as well as standards based program) is being used to support English Language Development. Teachers use SDAIE techniques and differentiated instruction as part of their normal teaching pedagogy.</p> <p data-bbox="548 142 719 1081">b) Local assessments and the CELDT are used to measure increases in the English Proficiency of students. The district has adopted benchmarks for students to exit programs. Data from these and from the State STAR program are analyzed and used to measure student achievement growth over time.</p> <p data-bbox="727 161 865 1081">c) Student are monitored for reclassification with a goal of English proficiency (intermediate or higher) and academic achievement ("C" or better in academic areas). An English Learner Individualized Learning Plan (ELILP) is written annually for every English Learner.</p>

**Science Based Programs (4115 (a)(1)(C) ):**

The LEA must designate and list the science-based programs (programs proven by science to effectively prevent tobacco use, alcohol use, other drug use, and violence) selected from Appendix C. From Appendix C, list the scientifically based programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.


Science-Based Program Name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
<b>Positive Action</b>	ATODV	1-12	4000	June 2005	Summer 2005	August, 2005

## APPENDIX D

### **Research-based Activities (4115 (a)(1)(C) ):**

The LEA must designate and list the research-based activities (strategies and activities developed by the LEA to supplement the science-based programs listed above) selected from below:

<i>Research-based Activities</i>	
<b>Activities</b>	<b><i>Research Summaries Supporting Each Activity:</i></b>
After School Programs	Positive Action (entire program)
Conflict Mediation/Resolution	Positive Action (entire program)
Early Intervention and Counseling	Positive Action (entire program)
Environmental Strategies	Positive Action (entire program)
Family and Community Collaboration	Positive Action (entire program)
Media Literacy and Advocacy	Positive Action (entire program)
Mentoring	Positive Action (entire program)
Peer-Helping and Peer Leaders	Positive Action (entire program)
Positive Alternatives	Positive Action (entire program)
School Policies	Positive Action (entire program)
Service Learning/Community Service	Positive Action (entire program)
Student Assistance Programs	Positive Action (entire program)
Tobacco-Use Cessation	Positive Action (entire program)
Youth Development/Caring Schools/Caring Classrooms	Positive Action (entire program)

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**  
Site Plan Approval

**AGENDA ITEM AREA:**  
Consent

**REQUESTED BY:**  
Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

**MEETING DATE:**  
April 19, 2005

---

**BACKGROUND:**


2004-05 site plans from all schools are being submitted to the Board for approval at this time. Plans have been revised with updated budgets and modified goals.

**ADMINISTRATION'S RECOMMENDATION:**  
Administration recommends approval of the site plans.

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	____
5. Promote student health and nutrition in order to enhance readiness for learning	Program Sign Off by S. Leaman	
	SBLT Involvement	____

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Program Focus Area –  
Poetry Winners

**AGENDA ITEM AREA:**

Reports

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

Shirley Russell, retired WPUSD teacher and President of the Friends of the Library, has informed the district of the winners of the recent Poetry contest. Many WPUSD students are among the winners and should be congratulated. The district appreciates the efforts of the organization as well in supporting these types of activities.

**ADMINISTRATION'S RECOMMENDATION:**

No action is required on this item.

6.5.2



POETRY PLACE IV  
APRIL 26, 2005  
WINNERS

	NAME	TEACHER/SCHOOL
<b>FIRST</b>		
FIRST	URIAH BLAKE	MRS. CUTHBERTSON CARLIN C. COPPIN SCHOOL
SECOND	JORDON ASTLE	MRS. CUTHBERTSON CARLIN C. COPPIN SCHOOL
THIRD	MADISON SMITH	MRS. HILL CREEKSIDE OAKS ELEMENTARY
THIRD	SYDNIE ANDERSON	MRS. CUTHBERTSON CARLIN C. COPPIN SCHOOL
THIRD	RYAN BUHLER	MR. MASSEY CREEKSIDE OAKS ELEMENTARY
<b>SECOND</b>		
FIRST	SAVANAH AVILA	MISS SWESEY FIRST STREET
SECOND	DANIEL SNEED	MS. EMERLING CARLIN C. COPPIN SCHOOL
THIRD	TRINITY VARGAS	MS. EMERLING CARLIN C. COPPIN SCHOOL
<b>THIRD</b>		
FIRST	GAVIN MEANS	MRS. COOMES CREEKSIDE OAKS ELEMENTARY
SECOND	TYLER KING	MRS. BECKMAN CARLIN C. COPPIN SCHOOL
THIRD	ALEXA NICOLE LEWIS	MRS. BECKMAN CARLIN C. COPPIN SCHOOL
<b>FOURTH</b>		
FIRST	ASHLEY DOUGHERTY	MS. UELTZEN FIRST STREET SCHOOL
FIRST	MADISON LEEWRIGHT	MRS. WARD CREEKSIDE OAKS ELEMENTARY
SECOND	SARAH McDANIEL	MRS. KATO FIRST STREET SCHOOL
SECOND	SAVANNAH BERKLEY	MRS. MANDEL CARLIN C. COPPIN SCHOOL
THIRD	ALICIA CAMPBELL	MR. JOHNSON COMMUNITY CRISTIAN SCHOOL
<b>FIFTH</b>		
FIRST	THOMAS MILLIGAN	MS. UELTZEN FIRST STREET SCHOOL
SECOND	JEFFREY BROWN	MR. JOHNSON COMMUNITY CHRISTIAN SCHOOL
THIRD	SABRINA KWOK	MS. UELTZEN FIRST STREET SCHOOL
<b>SIXTH</b>		
FIRST	TESIA CARNEY	MR. JOHNSON COMMUNITY CHRISTIAN
FIRST	BRIANNA FISHER	MRS. FLANAGAN SHERIDAN ELEMENTRY
FIRST	CINDY CABRERA	MRS. FLANAGAN SHERIDAN ELEMENTRY
SECOND	JASMINE YEPEZ	MRS. FLANAGAN SHERIDAN ELEMENTRY

6.5.2.1

THIRD	BETHANY CARBLONE-SMITH	MR. JOHNSON COMMUNITY CHRISTIAN SCHOOL
THIRD	RICHARD VALENCIA	MR. JOHNSON COMMUNITY CHRISTIAN SCHOOL
SEVENTH		
FIRST	KURTIS NEILSON	MRS. FLANAGAN SHERIDAN ELEMENTRY
EIGHTH		
FIRST	MORIAH BRADLEY	MRS. FLANAGAN SHERIDAN ELEMENTRY
SECOND	PATRICIA McCULLOUGH	MRS. FLANAGAN SHERIDAN ELEMENTRY
THIRD	HANNAH MANES	MRS. FLANAGAN SHERIDAN ELEMENTRY
NINTH		
FIRST	LISA CARPENTER	MRS. BANE LINCOLN HIGH SCHOOL
SECOND	SAMANTHA SURGENER	MRS. BANE LINCOLN HIGH SCHOOL
THIRD	BARBARA GAUJEWITZ	MRS. BANE LINCOLN HIGH SCHOOL
THIRD	CALLI GRADE	MRS. BANE LINCOLN HIGH SCHOOL
TENTH		
FIRST	REBECCA CAROL	MS. REYNOLD LINCOLN HIGH SCHOOL
SECOND	KYLE PACE	MR. MAUL LINCOLN HIGH SCHOOL
THIRD	ALISIA FAGAN	MRS. CREGER PHOENIX HIGH SCHOOL
ELEVENTH		
FIRST	KAVINA ALLEN	MRS. CREGER PHOENIX HIGH SCHOOL
SECOND	DANIKA MORTIS	MRS. CREGER PHOENIX HIGH SCHOOL
THIRD	TRICIA WALBER-AKER	MRS. CREGER PHOENIX HIGH SCHOOL
TWELFTH		
FIRST	MINNIE HUDSON	MRS. CEGER PHOENIX HIGH SCHOOL
SECOND	SHELBIE GUNTER	MRS. ALLEN LINCOLN HIGH SCHOOL
THIRD	CRYSTAL LMILLER	MRS. ALLEN LINCOLN HIGH SCHOOL
THIRD	HEATHER CHAVEZ	MRS. CEGER PHOENIX HIGH SCHOOL

6.5.2.2

**INFORMATION**

**DISCUSSION**

**ACTION ITEMS**

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

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

**SUBJECT:**

Adoption of Policy Revisions  
As Reviewed by the District  
Policy Committee

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Roger R. Yohe,  
District Superintendent

**ENCLOSURES:**

Policies/Regulations

**MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

The District Policy committee and the management Team have reviewed the following revised policies/regulations/exhibits as per CSBA. These revisions are ready for adoption.

- BP 4119.22 Dress and Grooming
- E6162.52 High School Exit Exam Waiver

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve the above policies and regulations as submitted by the Polciy Committee.

Western Placer Unified School District

BP 4119.22 (a)

BP 4219.22 (a)

BP 4319.22 (a)

Dress and Grooming

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.org>

Adopted:

4000b\bp4119.22

7.1.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

E 6162.52 (a)

High School Exit Exam Waiver

Parent/Guardian Request for Waiver of the High School Exit Examination Requirement for a Student with Disabilities

Please return the completed form to the principal of your child's high school.

My child, \_\_\_\_\_[name]\_\_\_\_\_ is a student with disabilities attending \_\_\_\_\_[high school]\_\_\_\_\_. He/she has taken the high school exit examination with modifications that alter what the test measures and has received the equivalent of a passing score on one or more parts of the exam.

I hereby request that the principal submit a request to the Governing Board for a waiver of the requirement that my child successfully pass the exit examination in order to receive a high school diploma. I understand that, in order to receive such a waiver, state law requires that my child have all of the following:

1. An individualized education program (IEP) adopted pursuant to the Individuals with Disabilities Education Act or a plan adopted pursuant to Section 504 of the Rehabilitation Act of 1973 that specifies the use of the modification(s) on the exit exam, standardized testing, or classroom instruction and assessments
2. Sufficient high school level coursework either satisfactorily completed or in progress in the district's high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the exit exam
3. An individual score report showing that my child has received the equivalent of a passing score on the exam while using a modification that fundamentally alters what the exit exam measures as determined by the State Board of Education

I hereby certify that, to the best of my knowledge, my child satisfies the conditions listed above.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7.1.2

## High School Exit Exam Waiver

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Principal's Certification and Request for the Governing Board  
to Waive the High School Exit Exam Requirement  
for a Student with Disabilities

Student's Name:

Student's Number (for use on open session agenda):

Pursuant to Education Code 60851, the parent/guardian of \_\_\_\_\_ [student's name] \_\_\_\_\_, a child with disabilities, has requested that the Governing Board waive the requirement that his/her child successfully pass the high school exit examination in order to receive a diploma from \_\_\_\_\_ High School. His/her child has taken the high school exit exam with one or more modifications that fundamentally alter what the test measures as determined by the State Board of Education, and has achieved the equivalent of a passing score on one or both parts of the exam.

I certify that the student qualifies for a waiver because he/she satisfies all of the following conditions:

1. Has an individualized education program (IEP) adopted pursuant to the Individuals with Disabilities Education Act or Section 504 plan that specifies the use of the modification(s) on the exit exam, standardized testing or classroom instruction and assessments. (Attach the IEP or Section 504 plan that indicates the modification needed to participate and access the high school exit exam.)
  - a. Describe the nature of the student's disability as identified on the IEP or Section 504 plan:
  - b. Describe any modification(s) used on the English/language arts section of the exam:
  - c. Describe any modification(s) used on the mathematics section of the exam:
  - d. List the rationale as to why the modification used was necessary to allow the student to access the test:

High School Exit Exam Waiver

- e. Describe the accommodations/modifications that the student regularly uses for English/language arts in the classroom and on other assessments:
  - f. Describe the accommodations/modifications that the student regularly uses for mathematics in the classroom and on other assessments:
2. Has sufficient high school level coursework either satisfactorily completed or in progress in the high school curriculum sufficient to have attained the skill and knowledge otherwise needed to pass the high school exit examination. (Attach transcript showing coursework completed.)

Summarize the student's academic preparation and performance in the subject areas of English/language arts and/or mathematics (depending on the subject of the waiver request) that demonstrate high school level achievement:

3. Has an individual score report showing that he/she has achieved the equivalent of a passing score on the exit exam (350 or more points) using a modification that fundamentally alters what the exam measures. (Attach a copy of the exit exam Student and Parent Report showing "equivalent of a passing score" in either the English/language arts/and/or math portion of the exam.)

Certified by: \_\_\_\_\_ [principal's signature] \_\_\_\_\_ Date: \_\_\_\_\_

Adopted:

6000b\E6162.52



<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
<b>BOARD OF TRUSTEE GLOBAL DISTRICT GOALS</b>	
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 _____
5. Promote student health and nutrition in order to enhance readiness for learning.	Funding Sign-Off by J. Stewart _____
	Personnel Sign-Off by B. Noyes _____
	Program Sign Off by S. Leaman _____
	SBLT Involvement _____
	Complies with Board Policy _____

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

**SUBJECT:**

Approval Resolution 04/05.26  
On Adequate School Funding

**AGENDA ITEM AREA:**

Information/Action

**REQUESTED BY:**

Roger R. Yohe  
District Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

April 19, 2005

**BACKGROUND:**

Over the past four years, because of revenue shortfalls, the children of the public schools of California has had educational services reduced by \$9 billion. As part of the 2004-05 budget negotiations alone, the Governor proposed and the Legislature approved deferrals and reduction in excess of \$3.2 billion. \$1.2 billion of this amount is to be repaid over an 8-year period beginning in the 2006-07 budget year and was contained in SB 1108. An additional \$2 billion reduction was made to the annual Proposition 98 Guarantee through the provisions of SB 1101, which was approved overwhelmingly by the Legislature.

**SUPERINTENDENT'S RECOMMENDATION:**

The administration recommends the Board of Trustees approve Resolution 04/05.26 in support of Adequate School Funding.

# **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

## **RESOLUTION NO. 04/05.26**

### **Adequate School Funding**

**A RESOLUTION OF THE )  
GOVERNING BOARD OF THE )  
WESTERN PLACER UNIFIED )  
SCHOOL DISTRICT - )  
A RESOLUTION REGARDING )  
ADEQUATE SCHOOL FUNDING )**

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 19<sup>th</sup> day of April, 2005, by roll call vote.

Signed and approved after its passage.

AYES:

NOES:

ABSENT:

---

**WHEREAS**, California's 6 million students deserve high quality schools with well-trained educators, small class sizes, quality instructional materials, up-to-date textbooks and dynamic parental support; and

**WHEREAS**, Governor Schwarzenegger made a promise to California's students and schools to ensure adequate school funding and to support voter-approved Proposition 98; and

**WHEREAS**, the Governor's 2005-06 budget proposal breaks his promise to California's students and undermines the education funding protections California voters supported; and

**WHEREAS**, California schools have suffered \$9.8 billion in cuts in the last several years resulting to school closures, increases in class size, lay offs of teachers and support staff, and a shameful shortage of librarians, counselors, nurses, custodians and groundskeepers throughout the state; and

**WHEREAS**, Western Placer Unified School District has suffered more than \$1.5 million in cuts in the last several years hurting local efforts in increase parental involvement, ensure up-to-date textbooks and ensure ongoing teacher training and guarantee small class size; and

7.2.1

**WHEREAS,** The Governor's budget proposal breaks his commitment to students and schools despite the fact that state revenues are actually higher than was projected when the agreement was approved; and

**WHEREAS,** A recent "Quality Counts 2005" report by Education Week notes that California ranked 44<sup>th</sup> in the nation in per-pupil funding; and

**WHEREAS,** A recent study by the RAND Corporation corroborates these findings and notes California's K-12 school system has fallen from its position as a national leader 30 years ago to its current ranking near the bottom in every objective category; and

**WHEREAS,** California voters approved – and continue to strongly support – Proposition 98 to protect schools and students from harmful budget cuts and to establish a minimum level of education funding; and

**WHEREAS,** The Governor's budget proposal goes against the will of California voters; now therefore,

**BE IT RESOLVED** that the Western Placer Unified School District/County Office of Education strongly opposes the Governor's 2005-06 budget proposal and urges the Governor to uphold the education funding protections the voters say they want; and

**BE IT FURTHER RESOLVED** that the Western Placer Unified School District calls on the Governor to fully fund education according to the requirements of Proposition 98.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on April 19, 2005, by the following vote:

Governing Board of the Western Placer Unified School District

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President of the Board of Trustees  
Western Placer Unified School District

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Clerk, Board of Trustees  
Western Placer Unified School District

7.2.2

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.21 Authorizing  
the FY 2005-06 Western Placer Unified School  
District's Community Facility District (CFD) No. 1  
Special Tax Rate.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

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**BACKGROUND:**

The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City Council evidenced by a resolution. The determination shall be made base upon the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date. The escalation factor for FY 2005-06 is calculated at 7.6%; however, as previously stated, the escalation factor is capped at 7% and will require the concurrence of the City Council. The escalation factor increases the CFD's amount for new residential development from \$4.70 per square foot of living space per single family home to \$5.03 per square foot.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.21 authorizing the FY 2005-06 Western Placer Unified School District's Community Facility District (CFD) No. 1 Special Tax Rate.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Resolution No. 04/05.21

A RESOLUTION AUTHORIZING THE )  
WESTERN PLACER UNIFIED SCHOOL )  
DISTRICT TO APPLY AN ESCALATION )  
FACTOR EXCEEDING FOUR PERCENT )  
TO ITS COMMUNITY FACILITIES DISTRICT )  
NO. 1 SPECIAL TAX RATE )

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held the 19th day of April 2005, by roll call vote.

AYES:

NOES:

ABSENT:

=====

**WHEREAS**, based upon the comparison of the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date, the computed escalation factor is calculated at 7.6%;

**WHEREAS**, the Western Placer Unified School District's escalation factor cannot exceed 7% in any one year and must receive concurrence from the City of Lincoln's City Council if the escalation factor exceeds 4% in any one year;

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

1. Apply a 7% escalation factor to the FY 2004-05 rate of \$4.70 per square foot capped at 2,200 square foot per unit for a FY 2005-06 rate of \$5.03 per square foot capped at 2,200 square foot per unit.
2. The District Superintendent is further authorized to forward this resolution and the supporting documentation to the City of Lincoln's City Council for concurrence.

Passed and adopted on this 19th day of April 2005, Western Placer Unified School District at Placer County, California.

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_, Clerk

7.3.1

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.22 Authorizing  
the FY 2005-06 Western Placer Unified School  
District's Community Facility District (CFD) No. 2  
Special Tax Rate.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

The CFD's special tax rate shall be adjusted at the beginning of each fiscal year by an escalation factor not to exceed 7% in any one year. However, any proposed increase exceeding 4% requires the concurrence of the City Council evidenced by a resolution. The determination shall be made base upon the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date. The escalation factor for FY 2005-06 is calculated at 7.6%; however, as previously stated, the escalation factor is capped at 7% and will require the concurrence of the City Council. The escalation factor increases the CFD's amount for new residential development from \$0.3105 per square foot of living space per single family home to \$0.3322 per square foot.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.22 authorizing the FY 2005-06 Western Placer Unified School District's Community Facility District (CFD) No. 2 Special Tax Rate.

7.4

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Resolution No. 04/05.22

A RESOLUTION AUTHORIZING THE )  
WESTERN PLACER UNIFIED SCHOOL )  
DISTRICT TO APPLY AN ESCALATION )  
FACTOR EXCEEDING FOUR PERCENT )  
TO ITS COMMUNITY FACILITIES DISTRICT )  
NO. 2 SPECIAL TAX RATE )

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held the 19th day of April 2005, by roll call vote.

AYES:  
NOES:  
ABSENT:

---

**WHEREAS**, based upon the comparison of the Engineering News Record's Construction Cost Index as of December 1 prior to the classification date, the computed escalation factor is calculated at 7.6%;

**WHEREAS**, the Western Placer Unified School District's escalation factor cannot exceed 7% in any one year and must receive concurrence from the City of Lincoln's City Council if the escalation factor exceeds 4% in any one year;

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

1. Apply a 7% escalation factor to the FY 2004-05 rate of \$0.3105 per square foot capped at 2,200 square foot per unit for a FY 2005-06 rate of \$0.3322 per square foot capped at 2,200 square foot per unit.
2. The District Superintendent is further authorized to forward this resolution and the supporting documentation to the City of Lincoln's City Council for concurrence.

Passed and adopted on this 19th day of April 2005, Western Placer Unified School District at Placer County, California.

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_, Clerk

7.4.1

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.27 of the  
Western Placer Unified School District  
Acting as the Legislative Body of the  
Community Facilities District No. 1 of the  
Western Placer Unified School District  
Authorizing the Execution and Delivery of  
Not to Exceed \$15,000,000 of its Special  
Tax Bonds, Series 2005, Approving Documents  
Related Thereto and Other Related Matters.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart  
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

The attached resolution and supporting documents authorize the Western Placer Unified School District to issue up to \$15,000,000 in Community Facility District bonds to support new school site acquisitions and construction.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.27 of the Western Placer Unified School District acting as the legislative body of the Community Facilities District No. 1 of the Western Placer Unified School District authorizing the execution and delivery of not to exceed \$15,000,000 of its special tax bonds, series 2005, approving documents related thereto and other related matters.

7.5



RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT ACTING AS  
LEGISLATIVE BODY OF THE COMMUNITY FACILITIES  
DISTRICT NO. 1 OF THE WESTERN PLACER UNIFIED  
SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND  
DELIVERY OF NOT TO EXCEED \$15,000,000 OF ITS SPECIAL  
TAX BONDS, SERIES 2005, APPROVING DOCUMENTS  
RELATED THERETO AND OTHER RELATED MATTERS

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "School District") adopted Resolution 91/92.14 on November 5, 1991 stating its intention to form Western Placer Unified School District Community Facilities District No. 1 (the "District"), to authorize the levy of a special tax and to incur bonded indebtedness pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5, Division 2, Title 5 (commencing with Section 53311) of the California Government Code (the "Act"); and

WHEREAS, pursuant to Resolution No. 91/92-23 adopted by the Board on December 9, 1991 (the "Resolution of Formation"), a special election was duly and legally held and conducted in the District on January 7, 1992, at which election there was submitted to the qualified voters of the District the following bond proposition, to wit:

COMBINED PROPOSITION : Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to finance the construction, rehabilitation and modernization of existing and new school facilities by levying a special tax at the rate and apportioned as described in Resolution No. 91/92-23 adopted by the Governing Board of the Western Placer unified School District on December 9, 1991, which is incorporated herein by reference; and shall bonds in the maximum amount of \$177,395,658 be authorized to be issued; and shall an appropriations limit be established for Community Facilities District No. 1 in the amount of the special taxes collected; and

WHEREAS, more than two-thirds of the votes cast at said election were cast in favor of incurring bonded indebtedness, levying certain special taxes and establishing an appropriations limit for the District; and

WHEREAS, pursuant to special elections held on each of December 7, 1999, November 18, 2002, March 25, 2003 and October 15, 2003 (each an "Annexation Election"), certain additional territories have been annexed to the District;

WHEREAS, more than two-thirds of the votes cast at each Annexation Election were in favor of levying special taxes within the annexed territory;

WHEREAS, the District is authorized to issue bonds in the amount of \$177,395,658; and

7.5.1

WHEREAS, the District desires to issue and sell an aggregate principal amount not to exceed \$15,000,000 of its Special Tax Bonds, Series 2005 (the "Bonds") authorized at the election, for the purpose of purchasing, constructing, expanding, improving, and rehabilitating real and tangible property, including existing and new elementary and secondary schools sites, structures, and equipment and any other governmental facilities that the Board is authorized by law to contribute revenue to, or construct, own or operate and for certain incidental expenses; and

WHEREAS, the Board, acting as the legislative body of the District, proposes to execute an Indenture substantially in the form presented herewith (the "Indenture") pursuant to which the District will issue its Bonds; and

WHEREAS, the Board, acting as the legislative body of the District, proposes to execute a continuing disclosure agreement (the "Continuing Disclosure Agreement") and a bond purchase agreement (the "Purchase Agreement") and to prepare a preliminary official statement and an official statement in connection with the issuance and sale of the Bonds by the District; and

WHEREAS, the District is authorized to undertake all of the above pursuant to the California Government Code and other applicable laws of the State;

NOW, THEREFORE, IT IS RESOLVED AND ORDERED as follows:

SECTION 1. The Indenture is hereby approved substantially in the form presented herewith. The officers of the School District, and their authorized representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute by manual or facsimile signature and deliver the Indenture in substantially the form presented herewith with such additions, changes or corrections therein as they may approve, in their sole discretion, as being in the best interests of the District, such approval to be conclusively evidenced by any such officer's execution and delivery thereof, and any other documents required to be executed thereunder. The sale and issuance of the Bonds in an aggregate principal amount not to exceed \$15,000,000 by the District pursuant to the Indenture for the purposes described therein are hereby approved.

SECTION 2. The Continuing Disclosure Agreement by and between the District and the Trustee is hereby approved by the District in substantially the form presented herewith. The officers of the School District and their authorized representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver such Continuing Disclosure Agreement by executing it by manual or facsimile signature and by delivering the same in substantially the form presented herewith, with such additions, changes or corrections therein as they may approve, in their sole discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such officer's execution and delivery thereof.

SECTION 3. The Bond Purchase Agreement (the "Purchase Agreement") by and between the District and Banc of America Securities LLC, as the Underwriter is hereby approved by the District substantially in the form presented herewith. The officers of the School District,

and their authorized representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District to execute and deliver such Purchase Agreement by executing it by manual or facsimile signature and by delivering the same in substantially the form presented herewith, with such additions, changes or corrections therein as they may approve in their sole discretion, as being in the best interests of the District, such approval to be conclusively evidenced by any such officer's execution and delivery thereof. In connection with the execution of the Purchase Agreement, the officers of the District, and their authorized representatives, are further authorized and directed to negotiate the price and interest rates for the Bonds and the terms of such Purchase Agreement which shall be consistent with the following: (i) the Bonds may be sold to the Underwriter at a discount not exceeding 1.5% percent of the aggregate par value thereof (excluding original issue discount, if any), and (ii) the composite interest rate on the Bonds, including original issue discount, if any, shall not exceed a rate of eight percent per annum. Pursuant to Section 53360.4 of the Act, the Board has determined that selling the Bonds at private sale without advertising for bids will result in a lower overall cost.

SECTION 4. The officers of the School District and their authorized representatives are hereby authorized and directed to prepare or cause to be prepared a preliminary official statement and an official statement regarding the Bonds. The Underwriter is hereby authorized to distribute copies of the preliminary official statement and the official statement so prepared to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of such official statement to all actual purchasers of the Bonds from the Underwriter acting in such capacity. The Superintendent, Assistant Superintendent, and their authorized designees, are, and each of them acting alone is, hereby authorized to determine that a Preliminary Official Statement is substantially final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 as amended.

SECTION 5. The District covenants for the benefit of the owners of the Bonds that it will commence or cause to be commenced judicial foreclosure proceedings against properties with delinquent installments of amounts levied as a special tax on the terms and conditions set forth in the Indenture, and diligently pursue to completion such foreclosures.

SECTION 6. The officers of the School District and their authorized representatives are, and each of them acting alone is, hereby authorized to take any and all actions and execute and deliver such documents as they deem necessary or advisable to carry out the purposes of this Resolution and to consummate the transactions contemplated by the documents referred to herein and all actions heretofore taken by any of them with respect to the issuance and sale of the Bonds or in connection with or related to any of the agreements referenced herein are hereby approved, confirmed and ratified.

This Resolution shall take effect immediately upon passage.

The foregoing Resolution was duly adopted by the Board of Trustees of the Western Placer Unified School District, acting as the legislative body of Western Placer Unified School District Community Facilities District No. 1, on the 19th day of April, 2005.

BOARD OF TRUSTEES OF THE  
WESTERN PLACER UNIFIED SCHOOL  
DISTRICT, acting as the legislative body of  
Western Placer Unified School District  
Community Facilities District No. 1

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## INDENTURE

This Indenture, dated as of May 1, 2005 (the "Indenture"), by and between the Western Placer Unified School District Community Facilities District No. 1 (the "District"), a community facilities district organized and existing under the laws of the State of California (the "State"), and U.S. Bank National Association, a national banking association, as trustee hereunder (the "Trustee");

### WITNESSETH:

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "School District") adopted Resolution No. 91/92.14 on November 5, 1991 stating its intention to form the District, to authorize the levy of a special tax and to incur bonded indebtedness pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5, Division 2, Title 5 (commencing with Section 53311) of the California Government Code (the "Act"); and

WHEREAS, pursuant to Resolution No. 91/92-23 adopted by the Board on December 9, 1991, a special election was duly and legally held and conducted in the District on January 7, 1992, at which election there was submitted to the qualified voters of the District the following bond proposition, to wit:

COMBINED PROPOSITION : Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to finance the construction, rehabilitation and modernization of existing and new school facilities by levying a special tax at the rate and apportioned as described in Resolution No. 91/92-23 adopted by the Governing Board of the Western Placer unified School District on December 9, 1991, which is incorporated herein by reference; and shall bonds in the maximum amount of \$177,395,658 be authorized to be issued; and shall an appropriations limit be established for Community Facilities District No. 1 in the amount of the special taxes collected; and

WHEREAS, more than two-thirds of the votes cast at the election were cast in favor of incurring bonded indebtedness and levying certain special taxes and the District is now authorized to issue bonds in the amount of \$177,395,658 for the purposes set forth herein; and

WHEREAS, pursuant to special elections held on each of \_\_\_\_\_, 1999, November 18, 2002, March 25, 2003 and October 15, 2003 (each an "Annexation Election"), certain additional territories have been annexed to the District;

WHEREAS, more than two-thirds of the votes cast at each Annexation Election were in favor of levying special taxes within the annexed territory;

WHEREAS, the District desires under this Indenture to issue and sell the first series of authorized bonds in the aggregate principal amount of [\$15,000,000] of its Special Tax Bonds, Series 2005 (the "Series 2005 Bonds"), authorized at the election in accordance with Section 53340 of the Act; and

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WHEREAS, the District has the right under this Indenture to issue additional series of Bonds secured on a parity with the Series 2005 Bonds (the "Parity Bonds" and collectively with the Series 2005 Bonds, the "Bonds"); and

WHEREAS, the District will use the proceeds of the Series 2005 Bonds to finance the construction of the Series 2005 Project (as hereafter defined); and

WHEREAS, the Series 2005 Bonds will be issued and secured under this Indenture;  
and

WHEREAS, the District has determined that all acts and things have been done and performed which are necessary to make the Series 2005 Bonds, when executed and issued by the District, and authenticated and delivered by the Trustee, the valid and binding legal obligations of the District in accordance with their terms and to make this Indenture a valid and binding agreement for the security of the Bonds authenticated and delivered under this Indenture;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS  
INDENTURE WITNESSETH:

## **ARTICLE I DEFINITIONS**

**Section 1.01 DEFINITIONS.** Unless the context otherwise requires, the following terms shall have the following meanings:

"Abandonment" means a finding adopted by resolution of the Board that the District and the School District are ceasing to make every reasonable effort to complete the Project with respect to any Series of Bonds or otherwise failing to proceed with due diligence to complete the Project with respect to any Series of Bonds.

"Accreted Value" means, with respect to any Capital Appreciation Bond, as of any date of calculation, the sum of the principal amount thereof and the interest accrued thereon to such date of calculation, compounded from the date of initial issuance at the stated yield to maturity thereof on each March 1 and September 1, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5, Division 2, Title 5 (commencing with Section 53311) of the California Government Code, as amended.

"Annual Debt Service" means, for any Bond Year, the sum on the first day of such Bond Year of (1) the interest falling due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Serial Bonds are retired as scheduled and that the Outstanding Term Bonds are redeemed from sinking account payments as scheduled, and (2) the principal amount of Outstanding Bonds falling due by their terms in such Bond Year or required to be paid or redeemed from mandatory sinking fund payments in such Bond Year as provided herein or in any Supplemental

Indenture, together with any premium thereon; provided, however, that Annual Debt Service shall not include (a) interest on Bonds which is to be paid from amounts constituting capitalized interest held in a fund or account solely available to pay such interest and invested in Federal Securities or held in cash, or (b) to the extent so unexpended, that portion of the proceeds of any Parity Bonds required to remain unexpended and to be held in escrow pursuant to the terms of a Supplemental Indenture invested in Federal Securities or an investment authorized in clauses (10) or (11) of the definition of Authorized Investments, provided that (i) projected interest earnings on such proceeds, plus such amounts, if any, deposited by the District in the Bond Service Fund, are sufficient to pay the interest due on such portion of the Parity Bonds so long as it is required to be held in escrow and (ii) the conditions for the release of such proceeds from escrow, insofar as they relate to the coverage requirement for Annual Special Taxes and satisfaction of the Reserve Requirement, are substantially similar to those for the issuance of Parity Bonds.

“Annual Special Taxes” means the annual special taxes authorized to be levied in accordance with Section 2 of the Special Tax Formula on each Taxable Parcel lying within the District on behalf of the District pursuant to the election referred to in the recitals of this Indenture and in accordance with the Act. Annual Special Taxes shall not include any Prepayment Taxes (as defined in the Special Tax Formula).

“Authorized Denomination” means, with respect to any Series of Bonds, any denomination authorized by this Indenture or any Supplemental Indenture under which such Bonds are issued.

“Authorized Investments” means, if and to the extent permitted by law, the following:

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(a) Federal Home Loan Mortgage Corporation (FHLMC) Participation certificates (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts) and Senior Debt obligations.

- (b) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) Consolidated system-wide bonds and notes.
- (c) Federal Home Loan Banks (FHL Banks) Consolidated debt obligations.
- (d) Federal National Mortgage Association (FNMA) Senior debt obligations and Mortgage-backed securities (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts).
- (e) Student Loan Marketing Association (SLMA) Senior debt obligations (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).
- (f) Financing Corporation (FICO) Debt obligations.
- (g) Resolution Funding Corporation (REFCORP) Debt obligations.

(4) Unsecured certificates of deposit, deposit accounts, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated 'A-1' or better by S&P.

(5) Deposits, the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million.

(6) Commercial paper (having original maturities of not more than 270 days) rated 'A-1+' by S&P and 'Prime-1' by Moody's.

(7) "State Obligations," which means:

- (a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3', or better, by Moody's and 'A', or better, by S&P or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.
- (b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated 'A-1+' by S&P and 'MIG-1' or better by Moody's.
- (c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated 'AA', or better, by S&P and 'Aa', or better, by Moody's.



(8) Pre-refunded municipal obligations rated “AAA” by S&P and ‘Aaa’ by Moody’s meeting the following requirements:

- (a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;
- (b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;
- (c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”);
- (d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;
- (e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and
- (f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(9) Money market funds rated ‘AAm’ or ‘AAm-G’, or better, by S&P.

(10) Repurchase agreements:

With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P and Moody’s; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A” by S&P and Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P and Moody’s and acceptable to the Series 2005 Bond Insurer, provided that:

- (a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);

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- (b) The Trustee, or a third party acting solely as agent therefor or for the District, (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);
- (c) The repurchase agreement shall state, and an opinion of counsel shall be rendered at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- (d) All other requirements of S&P in respect of repurchase agreements shall be met;
- (e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the District or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement with no penalty or premium to the District or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (a) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

(11) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company), the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, the claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

- (a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;
- (b) the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven days' prior notice (the District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid);
- (c) the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation

of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

- (d) the District or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the District) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the District;
- (e) the investment agreement shall provide that if during its term
  - (i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the District, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and
  - (ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the District or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Trustee;
- (f) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- (g) the investment agreement must provide that if during its term
  - (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the

direction of the District or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate, and

(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. (“event of insolvency”), the provider’s obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate.

To the extent that any of the requirements concerning any Authorized Investments embody a legal conclusion, the Trustee shall be entitled to conclusively rely upon a certificate from an Authorized Officer of the District or an opinion of counsel to such party, that such requirement has been met.

“Authorized Officer of the District” means the Superintendent of the School District, the Assistant Superintendent of the School District or any other person appointed by the Board.

“Balloon Indebtedness” means indebtedness twenty-five percent (25%) or more of the principal of which matures on the same date and such amount is not required by the documents governing such indebtedness to be amortized by payment or redemption prior to such date. If any indebtedness consists partially of Variable Rate Indebtedness and partially of indebtedness bearing interest at a fixed rate, the portion constituting Variable Rate Indebtedness and the portion bearing interest at a fixed rate shall be treated as separate issues for purposes of determining whether any such indebtedness constitutes Balloon Indebtedness.

“Board” means the governing body of the School District.

“Bond Counsel” means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Insurer” means, as to each Series of Bonds, the institution, if any, insuring the payment of principal and interest on such Series of Bonds.

“Bond Register” means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of Bonds shall be recorded.

“Bondowner” or “Owner” means the person or persons in whose name or names any Bond is registered.

“Bonds” mean the Western Placer Unified School District Community Facilities District No. 1 Special Tax Bonds issued pursuant to this Indenture or any Supplemental Indenture.

“Bond Service Fund” means the fund of that name established pursuant to Section 4.01 hereof.

"Bond Year" means the period of twelve consecutive months beginning on September 2 in any year during which Bonds are or will be Outstanding; provided, however, that the first Bond Year shall begin on the date the Series 2005 Bonds are delivered and shall end on the next succeeding September 1.

"Business Day" means any day other than a Saturday, Sunday, or a day on which banks in the State or the State of New York are authorized to be closed.

"Capital Appreciation Bonds" means Bonds designated as such in the Indenture or a Supplemental Indenture and on which interest accrues but which interest is payable only at maturity or upon prior redemption.

"Capitalized Interest Subaccount" means the account of that name established pursuant to Section 4.01 hereof.

"Certificate of Completion" means, with respect to any Series of Bonds, the notice filed with the Trustee by an Authorized Officer of the District, stating that the Project relating to such Series of Bonds has been substantially completed.

"Classified Date" means the date ten days prior to the beginning of each Fiscal Year.

"Closing Date" means May \_\_, 2005 or such earlier or later date as an Authorized Officer of the District may establish, which shall be the date on which the Series 2005 Bonds are delivered by the District to the original purchaser thereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Account" means the account of that name established pursuant to Section 4.08 hereof for each Series of Bonds.

"Construction Fund" means the fund of that name established pursuant to Section 4.01 hereof.

"Construction Period Termination Date" means, with respect to any Series of Bonds, the earlier of (a) payment or reimbursement of the Project Costs with respect to the Project relating to such Series of Bonds and delivery to the Trustee of the Certificate of Completion, or (b) Abandonment of the Project relating to such Series of Bonds and delivery to the Trustee of notice of Abandonment.

"Costs of Issuance" mean the costs of issuing the Series 2005 Bonds, including but not limited to, all printing and document preparation expenses in connection with this Indenture, the Series 2005 Bonds and the Official Statement pertaining to the Series 2005 Bonds and any and all other agreements, instruments, certificates or other documents issued in connection therewith; legal fees and expenses of counsel with respect to issuing the Series 2005 Bonds, financing the Series 2005 Project and preparing disclosure materials with respect to Series 2005 Bonds; any computer and other expenses incurred in connection with the Series 2005 Bonds; the initial fees and expenses of the Trustee and its counsel, if any (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the

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Series 2005 Bonds or the implementation of the financing for the Series 2005 Project, to the extent such fees and expenses are approved by the District.

“County” means the County of Placer, California.

“Current Interest Bonds” means any Bonds which are not designated as Capital Appreciation Bonds.

“Depository” means DTC or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to Section 2.13(c) hereof, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the District.

“Developed Parcel” means a lot or Parcel in the District for which a building permit, use permit or a similar authorization for Mobilehomes has been issued for construction of any residential use. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification until the obligation to pay the Special Tax has been satisfied. The Board may reclassify Developed Parcels based on actual use when the reclassification would increase the Special Tax.

“District” means the Western Placer Unified School District Community Facilities District No. 1.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Events of Default” mean those events set forth in Section 10.01 hereof.

“Excess Earnings Fund” means the fund of that name established pursuant to Section 4.01 hereof.

“FDIC” means the Federal Deposit Insurance Corporation.

“Federal Securities” mean direct obligations issued by the United States Treasury, obligations the timely payment of interest on and principal of which is unconditionally guaranteed by the United States of America (including obligations issued or held in book-entry on the books of the Department of the Treasury of the United States of America), evidences of ownership of proportionate interests in future interest and principal payments on such direct obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and such underlying obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated or Pre-Refunded Municipal Obligations.

“Final Map Parcel” means a lot or Parcel shown on a recorded final map that is intended to be developed for any residential use and for which a building permit or use permit has not been issued.

“Fiscal Year” means the period beginning on July 1 in any year and ending on the following June 30 or any other fiscal year established by the District.

“Gross Taxes” mean (i) the amount of all Special Taxes and (ii) proceeds from the sale of property collected pursuant to the foreclosure provisions of the Act and this Indenture or any Supplemental Indenture for the delinquency of such Special Taxes.

“Indenture” means this Indenture, by and between the District and the Trustee, including any amendments and supplements hereto.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have any substantial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a member, officer or employee of the District, but who, or each of whom, may be regularly retained to make annual or other reports to the District.

“Information Services” means any of Financial Information, Inc.’s “Daily Called Bond Service,” 30 Montgomery Street, 10<sup>th</sup> Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services’ “Called Bond Service,” 55 Broad Street, 28<sup>th</sup> Floor, New York, New York 10004; Moody’s “Municipal and Government,” 99 Church Street, 8<sup>th</sup> Floor, New York, New York 10007, Attention: Municipal News Reports; and Standard and Poor’s “Called Bond Record,” 25 Broadway, 3<sup>rd</sup> Floor, New York, New York 10004; or to such other addresses and/or such other services providing information with respect to called bonds as the Authority may designate in a Certificate of the Authority delivered to the Bond Trustee.

“Insolvency Proceeding” means any proceeding commenced under the United States Bankruptcy Code or other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

“Interest Account” means the account of that name established pursuant to Section 4.01 hereof.

“Interest Payment Date” means with respect to (i) any Current Interest Bond, March 1 and September 1 in each year, and (ii) any Capital Appreciation Bond, the maturity date thereof.

“Late Payment Rate” means [to come]

“Maturity Amount” means the Accreted Value of any Capital Appreciation Bond on its maturity date.

“Maximum Annual Debt Service” as computed from time to time with respect to Bonds then Outstanding, means the maximum amount of principal and interest becoming due in the

then current or any future Fiscal Year, calculated by the District or by an Independent Financial Consultant as provided in this definition. For purposes of calculating Maximum Annual Debt Service, the following assumptions shall be used to calculate the principal and interest becoming due in any Fiscal Year:

(1) in determining the principal amount due in each year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any scheduled redemption of Bonds on the basis of accreted value, and for such purpose, the redemption payment shall be deemed a principal payment;

(2) if any of the Outstanding Series of Bonds constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness or if Bonds then proposed to be issued would constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness, then, for purposes of determining Maximum Annual Debt Service, such amounts as constitute Balloon Indebtedness shall be treated as if the principal amount of such Bonds were to be amortized in substantially equal annual installments of principal and interest over a term of 25 years; the interest rate used for such computation shall be 12% per annum;

(3) if any Outstanding Bonds constitute Tender Indebtedness or if Bonds then proposed to be issued would constitute Tender Indebtedness, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such Bonds, the options or obligations of the owners of such Bonds to tender the same for purchase or payment prior to their stated maturity or maturities shall be treated as a principal maturity (but any such amount treated as a maturity shall not be eligible for treatment as Balloon Indebtedness) occurring on the first date on which owners of such Bonds may or are required to tender such Bonds, except that any such option or obligation to tender Bonds shall be ignored and not treated as a principal maturity if (1) such Bonds are rated in one of the two highest long-term rating categories (without reference to gradations such as "plus" or "minus") by Moody's, if Moody's is then maintaining a rating on Outstanding Bonds, and by S&P, if S&P is then maintaining a rating on Outstanding Bonds, or such Bonds are rated in the highest short-term, note or commercial paper rating categories by Moody's, if Moody's is then maintaining a rating on Outstanding Bonds and by S&P, if S&P is then maintaining a rating on Outstanding Bonds, and (2) any obligation, if any, the District may have, other than its obligations on such Bonds, to reimburse any person for having extended a credit or liquidity facility or a bond insurance policy, or similar arrangement, shall either be subordinated to the obligation of the District on the Bonds or be an obligation incurred under and meeting the tests and conditions for the issuance of Parity Bonds;

(4) if any Bonds issued, or proposed to be issued, constitute Variable Rate Indebtedness, the interest rate on such Bonds shall be assumed to be the maximum interest rate specified in any credit or liquidity facility or other arrangement for the tender of such Bonds, or if no such facility or arrangement exists, the maximum stated interest rate which may be borne by such Bonds;

(5) if moneys or Federal Securities have been irrevocably deposited with and are held by the Trustee or another fiduciary bank to be used to pay principal and/or interest on specified Bonds, then the principal and/or interest to be paid from such moneys, Federal Securities or from the



earnings thereon shall be disregarded and not included in calculating Maximum Annual Debt Service; and

(6) if the Bonds are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the District with respect to such Paired Obligations.

“Maximum Annual Special Tax” means the greatest amount of Annual Special Tax that can be levied on a Developed Parcel or a Final Map Parcel in any Fiscal Year.

“Mobilehome” means a manufactured home or a mobilehome as defined in Sections 18007, 18008, and 18214 of the Health and Safety Code and which is to be used for residential purposes.

“Moody’s” means Moody’s Investors Service, or its successors or assigns.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Indenture.

“Nonarbitrage Certificate” means, as the context requires, a Tax and Nonarbitrage Certificate of the District delivered on the date of issuance and delivery of a Series of Bonds.

“Outstanding” means all Bonds theretofore issued by the District except:

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture or any Supplemental Indenture;

(3) From and after the date fixed for redemption, Bonds or portions thereof designated for redemption for which notice of redemption has been duly given and the amount necessary for redemption has been made available for that purpose; and

(4) Bonds for the payment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with Article VIII hereof (whether on or prior to the maturity or redemption date of such Bonds).

“Paired Obligations” means any indebtedness or portion of indebtedness designated as Paired Obligations in the Supplemental Agreement or other document authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates on which, taken together, result in an irrevocably fixed interest rate obligation of the District for the terms of such indebtedness.

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“Parcel” means a Parcel of land in the District designated on a map of the Placer County Assessor current as of the Classification Date and which has been assigned a discrete identifying number.

“Parity Bonds” mean all bonds, notes or other similar evidences of indebtedness heretofore or hereafter issued, payable out of the Gross Taxes and which, as provided in this Indenture or any Supplemental Indenture, rank on a parity with the Series 2005 Bonds.

“Participant” means a member of, or participant in, the Depository, either by a direct relationship with the Depository or by an indirect relationship with the Depository through a person or entity which maintains a direct relationship with the Depository.

“Preference Claim” means any claim in connection with an Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2005 Bonds.

“Pre-Refunded Municipal Obligations” means pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively.

“Principal,” “principal” or “principal amount” means, as of any date of calculation, with respect to (i) any Current Interest Bond, the principal amount thereof, and (ii) any Capital Appreciation Bond, the Accreted Value thereof.

“Principal Account” means the account of that name established pursuant to Section 4.01 hereof.

“Principal Corporate Trust Office” means the principal corporate trust office of the Trustee located at One California Street, Suite 2550, San Francisco, California 94111 or such other address as designated by the Trustee.

“Project” means the purchase, construction, expansion, improvement, and rehabilitation of real and tangible property, including existing and new elementary and secondary schools sites, structures, and equipment and any other governmental facilities that the Board is authorized by law to contribute revenue to, or construct, own or operate, as more particularly described in the Resolution of Formation.

“Project Costs” mean all expenses of and incidental to the acquisition and/or construction of the Project.

“Record Date” means the fifteenth calendar day of the month preceding any Interest Payment Date.

“Redemption Fund” means the fund of that name established pursuant to Section 4.01 hereof.

“Redemption Notice” has the meaning given that term in Section 3.04 hereof.

“Representation Letter” has the meaning given that term in Section 2.13(b) hereof.

"Reserve Fund" means the fund of that name established pursuant to Section 4.01 hereof.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the lowest of: (i) 10% of the original aggregate principal amount of the Bonds, (ii) Maximum Annual Debt Service, (iii) 125% of the average Annual Debt Service on the Outstanding Bonds or (iv) \$ \_\_\_\_\_. For purposes of the Reserve Requirement, Maximum Annual Debt Service on Variable Rate Indebtedness shall not, after the issuance of such Variable Rate Indebtedness, be required to be adjusted because of the fluctuations in the interest rate on such Variable Rate Indebtedness. The Reserve Requirement is subject to the limitation that it shall never exceed an amount which would, in the opinion of Bond Counsel, be determined to be a reasonably required reserve fund within the meaning of the Code and the rulings issued by the United States Department of the Treasury. For purposes of determining if the amount on deposit in the Reserve Fund meets the Reserve Requirement, any Surety Instrument deposited with the Trustee shall be deemed to be a deposit in the amount of the policy available to be drawn or the amount available to be drawn of the credit facility provided.

"Resolution of Formation" means Resolution No. 91/92-23 adopted by the Board on December 9, 1991, pursuant to which the School District formed the District.

"S&P" means Standard & Poor's Ratings Services, or its successors or assigns.

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

"Serial Bonds" mean Bonds for which no mandatory sinking account payments are provided herein or in any Supplemental Indenture.

"Series" means, when used with reference to the Bonds, all of the bonds authenticated and delivered on original issuance and identified pursuant to this Indenture or any Supplemental Indenture authorizing Parity Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Indenture or any Supplemental Indenture.

"Series 2005 Bond Insurance Policy" means the municipal bond insurance policy issued by the Series 2005 Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2005 Bonds.

"Series 2005 Bond Insurer" means, with respect to the Series 2005 Bonds, [\_\_\_\_\_] a \_\_\_\_\_, or any successor thereto. The Series 2005 Bond Insurer shall constitute a provider of a Surety Instrument as contemplated in the Indenture.

"Series 2005 Bonds" means the Western Placer Unified School District Community Facilities District No. 1 Special Tax Bonds, Series 2005.

"Series 2005 Construction Account" means the account by that name established within the Construction Fund pursuant to Section 4.02 hereof.

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“Series 2005 Costs of Issuance Fund” means the fund of that name established pursuant to Section 4.02 hereof.

[“Series 2005 Policy Costs” means, with respect to the Series 2005 Reserve Policy, repayment of draws and payment of expenses and accrued interest thereon.]

“Series 2005 Project” means the buildings, improvements, and land described in Exhibit E attached hereto and by this reference made a part hereof.

“Series 2005 Redemption Account” means the account by that name established with the Redemption Fund pursuant to Section 3.02 hereof.

“Series 2005 Reserve Account” means the account of that name established within the Reserve Fund pursuant to Section 4.02 hereof.

[“Series 2005 Reserve Policy” means the municipal bond debt service reserve insurance policy issued by the Series 2005 Bond Insurer guaranteeing principal of and interest on the Series 2005 Bonds to a maximum amount equal to the amount of the Reserve Requirement with respect to the Series 2005 Bonds.]

“Series 2005 Term Bonds” means the Series 2005 Bonds maturing on [\_\_\_\_\_].

“Special Taxes” mean any tax levied and collected in accordance with Section 2 of the Special Tax Formula on property lying within the District on behalf of the District pursuant to the election referred to in the recitals of this Indenture and in accordance with the Act.

“Special Tax Formula” means the Rate and Method of Apportionment of Special Tax attached as Exhibit D hereto and hereby incorporated by reference.

“Special Tax Fund” means the fund of that name established pursuant to Section 4.01 hereof.

“State” means the State of California.

“Supplemental Indenture” means any indenture supplemental to this Indenture executed in accordance with Article IX.

“Surety Instrument” means (i) a letter of credit or a line of credit issued by a bank or other financial institution with long-term debt obligations which are rated in the three highest rating categories (without regard to modifiers) by Moody’s and S&P, but in no event less than the rating on the Bonds (if the Bonds are then rated), or (ii) a surety bond or an insurance policy issued by an insurance company whose claims paying ability is rated in the three highest rating categories by Moody’s and S&P.

“Taxable Parcel” means any Final Map Parcel or Developed Parcel that is not exempt from Special Taxes as a Tax-Exempt Parcel or as an Undeveloped Parcel.

"Tax-Exempt Parcel" means any Parcel that is exempt from Special Taxes under the Act. Taxable Parcels that are acquired by a public entity after the District is formed shall remain subject to the applicable Special Tax pursuant to Sections 53317.3 and 53317.5 of the Act.

"Tender Indebtedness" means any indebtedness or portions of indebtedness a feature of which is an option, on the part of the holders of such indebtedness, or an obligation, under the terms of such indebtedness, to tender all or a portion of such indebtedness to the District, the Trustee or other fiduciary or agent for payment or purchase and requiring that such indebtedness or portions of indebtedness be purchased if properly presented.

"Term Bonds" means Bonds which are payable on or before their specified maturity dates from mandatory sinking account payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date.

"Transfer Amount" shall mean, with respect to (i) any Outstanding Current Interest Bond, the aggregate principal amount thereof, and (ii) any Outstanding Capital Appreciation Bond, the Maturity Amount thereof.

"Trustee" means U.S. Bank National Association, or any successor trustee appointed pursuant to Article VII hereof.

"Undeveloped Parcel" means a Parcel with residential zoning within the boundaries of the District which is not classified as a Final Map Parcel or Developed Parcel. No Undeveloped Parcel shall be levied a Special Tax until such time as it becomes a Taxable Parcel.

"Variable Rate Indebtedness" means any portion of indebtedness the interest rate on which is not established at the time of incurrence of such indebtedness and has not at some subsequent date been established at a single numerical rate for the entire term of the indebtedness.

**Section 1.02 RULES OF CONSTRUCTION.** Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

**Section 1.03 AUTHORIZATION.** The parties who executed this Indenture hereby represent and warrant that they have full legal authority and were duly empowered to execute this Indenture, and have taken all action necessary to authorize the execution and delivery of this Indenture.

**Section 1.04 NO GENERAL ISSUER LIABILITY.** The Bonds and interest thereon are not payable from the general funds of the District or the School District. Except with respect to the Gross Taxes, neither the credit nor the taxing power of the District or the School District is pledged for the payment of the principal of, premium (if any) or interest on the Bonds, and, except as provided herein, no Owner of the Bonds may compel the exercise of any taxing power by the District or the School District or force the forfeiture of any of their respective property. The principal of, premium (if any), and interest on the Bonds are limited obligations of the District and are not a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective

property, or upon any of their respective income, receipts or revenues, except the Gross Taxes which are, under the terms of this Indenture or any Supplemental Indenture and the Act, set aside for the payment of the principal of, premium (if any) and interest on the Bonds.

## **ARTICLE II THE BONDS; SERIES 2005 BONDS**

### **Section 2.01      EQUALITY OF BONDS; PLEDGE OF GROSS TAXES.**

Except as otherwise provided herein, the Bonds shall be and are equally secured by a pledge of and lien upon the Gross Taxes, and the amounts on deposit in the Bond Service Fund, the Reserve Fund, the Redemption Fund and the Special Tax Fund; provided, however, that the pledge of and lien upon amounts on deposit in the Special Tax Fund extends only to the amount of Gross Taxes and interests earning thereon on deposit therein. Except for the Gross Taxes, such moneys and as provided elsewhere herein, no funds or properties of the District shall be pledged to, or otherwise liable for, the payment of the principal of, premium (if any) or interest on the Bonds.

All Gross Taxes received by the District during any Bond Year in excess of the amount required to be transferred to the Trustee from the Special Tax Fund during such Bond Year pursuant to Section 4.04 hereof shall be released from the pledge and lien hereunder for the security of the Bonds and the District may apply such excess Gross Taxes for any lawful purposes of the District.

Nothing in this Indenture shall preclude: (a) the redemption prior to maturity of any Bonds subject to call and redemption or the payment of the Bonds from the proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State; (b) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from the Gross Taxes; or (c) the issuance of debt or other obligations issued on a subordinate basis to the Bonds provided the maturities of such obligations shall not be accelerable unless the maturities of the Bonds are accelerated.

**Section 2.02      AUTHORIZATION OF BONDS.** Under and pursuant to the Act, Bonds in the aggregate principal amount of \$177,395,658 are authorized to be issued from time to time for the purpose of constructing, acquiring and completing the Project. Each Series of such Bonds shall be designated the "WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL TAX BONDS, SERIES \_\_\_\_." Each Series of Bonds shall mature and be payable on September 1 in the years and in the aggregate principal amounts, and shall bear interest at such rates, as shall be set forth in this Indenture or any Supplemental Indenture relating to such Series of Bonds. Interest on the Bonds shall be payable on each Interest Payment Date until the principal sum of each Bond has been paid; provided, however, that if at the maturity date of any Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full accordance with the terms of this Indenture or any Supplemental Indenture, such Bonds shall then cease to accrue interest.

**Section 2.03      DESCRIPTION OF SERIES 2005 BONDS.** The Series 2005 Bonds shall be designated the "WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL TAX BONDS, SERIES 2005." The

Series 2005 Bonds shall be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Series 2005 Bonds shall be issued in the aggregate principal amount of \$15,000,000.

The Series 2005 Bonds shall be issued in the form of Current Interest Bonds, shall be dated \_\_\_\_\_, 2005 and shall be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Series 2005 Bonds shall mature and be payable in the years and in the aggregate principal amounts and shall bear interest at the rates as follows:

Year (September 1)	Principal Amount	Interest Rate
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[ TO COME ]

#### **Section 2.04 MEDIUM AND PAYMENT.**

The Series 2005 Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Series 2005 Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the Principal Corporate Trust Office of the Trustee, subject to the terms and conditions of the Representation Letter. Interest with respect to each Series of Bonds shall accrue from the date established in the Indenture or the applicable Supplemental Indenture with respect to such Series of Bonds.

Interest on the Series 2005 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication of the Series 2005 Bonds, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date with respect to the Series 2005 Bonds, in which event interest shall be payable from the dated date of the Series 2005 Bonds; provided, however, that if at the time of authentication of any Series 2005 Bond, interest thereon is in default, interest on that Series 2005 Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment. Interest on any Series 2005 Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Series 2005 Bond as of the close of business on the Record Date. Subject to the terms and conditions of the Representation Letter, such interest shall be paid by check of the Trustee mailed by first class mail on the Interest Payment Date, postage prepaid, to such Bondowner at his or her address as it appears on the Bond Register; provided, however, that in the case of a Bondowner of \$1,000,000 or more in aggregate principal amount of any Series 2005 Bonds, upon written request of such Bondowner to the Trustee at least 20 days prior to any Interest Payment Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account with a financial institution within the United States. Interest

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with respect to each Series 2005 Bond shall be computed on the basis of a year of 360 days, comprised of twelve 30-day months.

**Section 2.05 FORM OF BONDS AND CERTIFICATE OF AUTHENTICATION AND REGISTRATION.** The Series 2005 Bonds and the certificate of authentication thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

**Section 2.06 EXECUTION AND AUTHENTICATION.** The Bonds shall be executed on behalf of the District by the manual or facsimile signature of a member of the Board, and attested by the manual or facsimile signature of another member of the Board. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Trustee (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication, in the form set forth in Exhibit A hereto, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

**Section 2.07 REGISTRATION OF EXCHANGE OR TRANSFER.** The registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Corporate Trust Office, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee and duly executed by the Bondowner or his or her duly authorized attorney. Bonds may be exchanged at the Principal Corporate Trust Office for a like aggregate principal amount of Bonds of other Authorized Denominations of the same Series, maturity and interest rate. The Trustee will not charge for any new Bond issued upon any exchange, but will require the Bondowner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. Whenever any Bond shall be surrendered for registration of transfer or exchange, the District shall execute or cause to be executed and the Trustee shall authenticate and deliver a new Bond of the same Series and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date of any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

**Section 2.08 MUTILATED, LOST, DESTROYED OR STOLEN BONDS.** If any Bond shall become mutilated, the District shall execute or cause to be executed, and the Trustee shall authenticate and deliver, a new Bond of like tenor, date, Series, maturity and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee, or upon the order of the



District, shall be cancelled and delivered to the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the District and, if an indemnity satisfactory to the District and the Trustee shall be given, the District, at the expense of the Bondowner, shall execute or cause to be executed, and the Trustee shall authenticate and deliver, a new Bond of like tenor and maturity, numbered and dated as such Trustee shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued under the provisions of this Section 2.08 in lieu of any Bond alleged to have been lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Trustee shall not treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same. Notwithstanding any other provision of this Section 2.08, in lieu of delivering a new Bond to replace a Bond which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for redemption, the Trustee may make payment with respect to such Bond upon receipt of an indemnity satisfactory to the Trustee.

**Section 2.09 TEMPORARY BONDS.** Any Bonds issued under this Indenture or any Supplemental Indenture may be initially issued in temporary form exchangeable for definitive bonds. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District and may contain such reference to any of the provisions of this Indenture or Supplemental Indenture as may be appropriate. Every temporary Bond shall be executed and sealed by the District in substantially the same manner as provided in Section 2.06 hereof. If the District issues temporary Bonds it will have executed and will furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the Principal Corporate Trust Office of the Trustee and the District shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same Series, interest rates and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture or any Supplemental Indenture as definitive Bonds issued hereunder or any Supplemental Indenture.

**Section 2.10 BOND REGISTER.** The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Bonds which shall at all times during reasonable business hours, upon reasonable notice, be open to inspection by the District and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Bond Register, Bonds as herein provided.

The District and the Trustee may treat the owner of any Bond whose name appears on the Bond Register as the absolute owner of such Bond for any and all purposes, and the District and the Trustee shall not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It shall be the duty of each Bondowner to give written notice to the Trustee of any change in such Bondowner's address so that the Bond Register may be revised accordingly.

**Section 2.11 UNCLAIMED MONEY.** All money which the Trustee shall have received from any source and set aside for the purpose of paying or redeeming any of the

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Bonds shall be held for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the Owners of such Bonds for a period of two years after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general funds of the District; provided, however, that the Trustee, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the general funds of the District. Thereafter, the Owners of such Bonds shall look only to the general funds of the District for payment and then only to the extent of the amount so received without any interest thereon.

**Section 2.12 NONPRESENTMENT OF BONDS.** Except as otherwise provided in Section 2.11 hereof, in the event any Bonds shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Bonds shall be held by the Trustee for the benefit of the Owners thereof, all liability of the District to the Owners thereof shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 2.11 hereof), without liability for interest thereon, for the benefit of the Owners of such Bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Bonds.

**Section 2.13 BOOK-ENTRY GENERAL SYSTEM.**

(a) Book-Entry System; Limited Obligation. The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) below, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each global Bond shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to the Bonds registered in the Bond Register in the name of the Nominee, the District, the School District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of any records maintained by the

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Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (b) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice, (c) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, (d) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to principal of, premium (if any) or interest on the Bonds, or (e) any consent given or other action taken by the Depository as Owner of the Bonds. The District and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, premium (if any) and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Trustee shall pay all principal of, premium (if any) and interest on the Bonds only to or upon the order of the respective Bondowners, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid hereunder with respect to payment of principal of, premium (if any) and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bondowner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal, premium (if any) and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the District and the Trustee hereby agree to execute, countersign and deliver to such Depository a letter from the District and the Trustee representing such matters or to comply with any other similar procedures allowed by the Depository as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District and the Trustee, and their respective deputies and designees, are hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) above shall no longer be applicable and the District shall issue, or cause to be issued, bonds representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by global bonds and that the provisions of subsection (a) above shall no longer apply to the Bonds. In any such event the District shall execute and deliver or cause to be executed and delivered, bonds representing the Bonds as provided below. Bonds issued in exchange for global bonds pursuant to this subsection (c)

shall be registered in such names and delivered in such denominations as the Depository, pursuant to instructions from the Participants or otherwise, shall instruct the District and the Trustee. The Trustee shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare, or cause to be prepared, a new fully-registered global bond for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District, the Trustee and such securities depository and not inconsistent with the terms of this Indenture.

(d) Payments and Notices to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, premium (if any) and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) Initial Depository and Nominee. The initial Depository under this Indenture shall be DTC. The initial Nominee shall be CEDE & Co., as nominee of DTC.

### ARTICLE III REDEMPTION OF BONDS

#### Section 3.01 OPTIONAL REDEMPTION FOR SERIES 2005 BONDS.

The Series 2005 Bonds maturing before [\_\_\_\_\_, \_\_\_\_] are not subject to optional redemption prior to maturity. The Series 2005 Bonds maturing on or after [\_\_\_\_\_, \_\_\_\_] shall be subject to call and redemption prior to maturity, at the option of the District upon at least 45 days' prior written notice to the Trustee, such notice specifying the date and amount of redemption, from funds derived by the District from any source, and delivered to the Trustee for deposit in the 2005 Redemption Account, on [\_\_\_\_\_, \_\_\_\_] or on any date thereafter, as a whole or in part in integral multiples of \$5,000, pro rata by maturity and by lot within each maturity, at the redemption price for each redeemed Series 2005 Bond set forth below, calculated as a percentage of the principal amount thereof, with accrued interest to the date of redemption:

Redemption Date  
(both dates inclusive)

Redemption  
Price

%

#### Section 3.02 MANDATORY SINKING FUND REDEMPTION FOR SERIES 2005 BONDS.

(a) The Series 2005 Term Bonds maturing on [\_\_\_\_\_, \_\_\_\_] shall be subject to mandatory sinking fund redemption in part, by lot, commencing on [\_\_\_\_\_, \_\_\_\_], and on each [September 1] thereafter to and including [September 1, \_\_\_\_], from mandatory sinking fund payments set aside in the Bond Service Fund, at a redemption price equal to the principal amount

thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the aggregate respective principal amounts and on the respective dates set forth below:

Series 2005 Term Bonds Due on	
[September 1], 20[_____]	
Redemption	
Date	Redemption
[September 1]	<u>Amount</u>
	\$

(b) In lieu of depositing cash with the Trustee as a mandatory sinking fund payment, the District shall have the option to tender to the Trustee for cancellation any amount of Series 2005 Term Bonds purchased by the District which Series 2005 Term Bonds may be purchased by the District at public or private sale as and when and at such prices as the District may determine in its discretion. The principal amount of any Series 2005 Term Bonds so purchased by the District and tendered to the Trustee in any twelve month period ending on [June 1] in any calendar year shall be credited towards and shall reduce the next mandatory sinking fund payments required to be made in the order in which they are required to be made pursuant to this Section 3.02.

**Section 3.03 SELECTION OF BONDS FOR REDEMPTION.** If less than all of the Outstanding Bonds are to be redeemed, the Trustee shall redeem such Bonds in accordance with the provisions of this Indenture or any applicable Supplemental Indenture. The Trustee shall promptly notify the District in writing of the Bonds, or portions thereof, selected for redemption. In the event of a partial redemption of any Term Bonds of any Series of Bonds, the mandatory sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such partial redemption of Term Bonds [pro rata] among sinking fund payment dates in accordance with the provisions of this Indenture with respect to the Series of Bonds of which such Term Bonds form a part.

**Section 3.04 NOTICE OF REDEMPTION.** When redemption is required pursuant to this Article III, the Trustee shall give notice (the "Redemption Notice"), at the expense of the District, of the redemption of the Bonds. Such Redemption Notice shall specify: (i) the Bonds or designated portions thereof which are to be redeemed, (ii) the date of redemption, (iii) the place or places where the redemption will be made, including the name and address of any redemption agent, (iv) the redemption price, (v) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (vi) if less than all Bonds of a particular maturity are to be redeemed, the Bond numbers of the Bonds to be redeemed, and (vii) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue and be payable.

The Trustee shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register as of the close of business on the day before such Redemption Notice is given.

(b) At the same time as the Redemption Notice is given pursuant to clause (i) above, the Redemption Notice shall be given by (A) registered or certified mail, postage prepaid, (B) facsimile transmission confirmed either orally or in writing, or (C) overnight delivery service, to each of the securities depositories designated by the District in a writing delivered to the Trustee.

(c) At the same time as the Redemption Notice is given pursuant to clause (i) above, the Redemption Notice shall be given by (A) registered or certified mail, postage prepaid, (B) facsimile transmission confirmed either orally or in writing, or (C) overnight delivery service, to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds. Each check or other transfer of funds issued by the Trustee for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

**Section 3.05 PARTIAL REDEMPTION OF BONDS.** Upon surrender of any Bond to be redeemed in part only, the District shall execute or cause to be executed and the Trustee shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond of the same Series of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District and the Trustee shall be released and discharged thereupon from all liability to the extent of such payment.

**Section 3.06 EFFECT OF NOTICE AND AVAILABILITY OF REDEMPTION PRICE.** Notice of redemption having been duly given, as provided in this Article III, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture or in any Supplemental Indenture, anything in this Indenture or in any Supplemental Indenture, or in the Bonds to the contrary notwithstanding;

(b) Upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee, such Bonds shall be redeemed at the redemption price;

(c) From and after the redemption date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to bear further interest; and

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(d) From and after the date fixed for redemption, no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

#### **ARTICLE IV FUNDS AND ACCOUNTS**

**Section 4.01 FUNDS AND ACCOUNTS.** The following funds and accounts are hereby created and established with respect to the Bonds:

(a) "Western Placer Unified School District Community Facilities District No. 1, Construction Fund" (hereinafter referred to as the "Construction Fund").

(b) "Western Placer Unified School District Community Facilities District No. 1, Special Tax Fund" (hereinafter referred to as the "Special Tax Fund").

(c) "Western Placer Unified School District Community Facilities District No. 1, Reserve Fund" (hereinafter referred to as the "Reserve Fund").

(d) "Western Placer Unified School District Community Facilities District No. 1, Bond Service Fund" (hereinafter referred to as the "Bond Service Fund"), in which there is further established an Interest Account and a Principal Account. Within the Interest Account, the Trustee shall establish a Capitalized Interest Subaccount for each Series of Bonds which is secured in part by capitalized interest.

(e) "Western Placer Unified School District Community Facilities District No. 1, Excess Earnings Fund" (hereinafter referred to as the "Excess Earnings Fund").

(f) "Western Placer Unified School District Community Facilities District No. 1, Redemption Fund" (hereinafter referred to as the "Redemption Fund").

**Section 4.02 CREATION OF BOND FUNDS AND ACCOUNTS.** The following funds and accounts are hereby created and established with respect to the Series 2005 Bonds:

(a) "Western Placer Unified School District Community Facilities District No. 1, Series 2005 Construction Account" (hereinafter referred to as the "Series 2005 Construction Account") of the Construction Fund;

(b) "Western Placer Unified School District Community Facilities District No. 1, Series 2005 Redemption Account" (hereinafter referred to as the "Series 2005 Redemption Account") of the Redemption Fund;

(c) "Western Placer Unified School District Community Facilities District No. 1, Series 2005 Costs of Issuance Fund" (hereinafter referred to as the "Series 2005 Costs of Issuance Fund"); and

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(d) "Western Placer Unified School District Community Facilities District No. 1, Series 2005 Reserve Account" (hereinafter referred to as the "Series 2005 Reserve Account") of the Reserve Fund.

**Section 4.03 APPLICATION OF SERIES 2005 BOND PROCEEDS.** Upon the receipt of payment for the Series 2005 Bonds when the same shall be sold to the original purchaser or purchasers thereof, the proceeds of such sale [(plus an additional \$\_\_\_\_\_ contributed by the District)], net of underwriter's discount (if any) and premium (if any) and the amounts paid directly to the Series 2005 Bond Insurer for payment of the premiums of the Series 2005 Bond Insurance Policy [and the Series 2005 Reserve Policy], shall be applied as follows:

(a) The Trustee shall deposit into the Series 2005 Costs of Issuance Fund the sum of \$[\_\_\_\_\_] (less \$[\_\_\_\_\_] representing the Financial Advisor fee paid directly to the Financial Advisor by the Underwriter from proceeds);

(b) The Trustee shall deposit into the Bond Service Fund the sum of \$[\_\_\_\_\_] , representing accrued interest; and

(c) The Trustee shall deposit into the Series 2005 Construction Account of the Construction Fund the sum of \$[\_\_\_\_\_].

(d) The Trustee shall deposit into the Series 2005 Reserve Account of the Reserve Fund the sum of \$[\_\_\_\_\_].

**Section 4.04 SPECIAL TAX FUND; DEPOSIT OF GROSS TAXES.** The Special Tax Fund shall be held in trust by the Trustee for the benefit of Bondowners. In each Bond Year, the District shall pay all Gross Taxes to the Trustee for deposit in the Special Tax Fund on each date on which it receives the Gross Taxes from the County until such time as the amounts on deposit in the Special Tax Fund, including interest earnings thereon, equal the aggregate amounts required to be paid as set forth in subsections (i), (ii) and (iii) of this Section 4.04 in such Bond Year. On or before the fifteenth day preceding each March 1 and September 1, with respect to the transfers pursuant to (i) below, or five Business Days preceding each Interest Payment Date, with respect to transfers pursuant to (ii) and (iii) below, the Trustee shall withdraw from the Special Tax Fund the amount necessary to make the following deposits or payments in the following order of priority:

(i) To the Bond Service Fund, an amount necessary, together with amounts on deposit therein and available for such purpose, to pay the Annual Debt Service coming due and payable on such Interest Payment Date with respect to the Outstanding Bonds in such Bond Year in accordance with Section 4.06;

(ii) To the Accounts of the Reserve Fund, an amount necessary to maintain the Reserve Requirement; and

(iii) To the Series 2005 Bond Insurer and the bond insurer for any subsequent Series of Bonds, pro rata based on the amounts drawn on their respective policies, to the extent of any amount due if not paid pursuant to (i) or (ii) above.

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The Trustee shall transfer all amounts on deposit in the Special Tax Fund on [September 2] of each year to the District to be used for any lawful purpose.

**Section 4.05      SERIES 2005 COSTS OF ISSUANCE FUND.** There shall be deposited in the Series 2005 Costs of Issuance Fund that portion of the proceeds of the Series 2005 Bonds required to be deposited therein pursuant to Section 4.03 hereof. The Trustee shall disburse money from the Series 2005 Costs of Issuance Fund on such dates and in such amounts as are necessary to pay Costs of Issuance with respect to the Series 2005 Bonds, in each case, promptly after receipt of, and in accordance with, a written request of an Authorized Officer of the District in substantially the form attached hereto as Exhibit B incorporated herein by this reference, together with invoices therefor. On the date which is six months following the Closing Date, or upon the earlier written request of an Authorized Officer of the District, all amounts (if any) remaining in the Series 2005 Costs of Issuance Fund shall be transferred by the Trustee to the Series 2005 Construction Account of the Construction Fund, and the Series 2005 Costs of Issuance Fund shall be closed. Amounts on deposit in the Series 2005 Costs of Issuance Fund are not pledged for the benefit of the Owners of the Series 2005 Bonds.

**Section 4.06      BOND SERVICE FUND.** The Bond Service Fund shall be held in trust by the Trustee for the benefit of Bondowners. The Trustee shall deposit moneys on or before each Interest Payment Date in the following amounts and accounts and in the following order of priority:

(a)      Interest Account. In the Interest Account, an amount which, when added to the amount then contained in the Interest Account and available to pay interest on the Bonds in the applicable Bond Year, equals the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on the next Interest Payment Date. If the Bonds have been accelerated pursuant to Section 10.02, interest shall be due and payable on the unpaid Principal Amount of all Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds).

If the amount available to pay interest on the Bonds on any Interest Payment Date is not sufficient to pay in full all interest due and payable on such Interest Payment Date, then the Trustee shall apply (i) available amounts on deposit in a Capitalized Interest Subaccount to the payment of interest on the Series of Bonds for which such amounts were pledged ratably according to the interest then due on such Series of Bonds, and (ii) all other such amounts to the payment of interest ratably, according to the amounts of interest then due (after application of any capitalized interest) without any discrimination or preference.

(b)      Principal Account. In the Principal Account, an amount which, when added to the amount then contained in the Principal Account, equals the principal becoming due and payable on the Outstanding Bonds, by reason of maturity, mandatory redemption pursuant to Section 3.02 or similar provisions of any Supplemental Indenture or acceleration pursuant to Section 10.02, on the next Interest Payment Date. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as it shall become due and payable at maturity or upon mandatory sinking fund redemption.

If the amount available shall not be sufficient to pay in full all the principal of the Bonds due and payable, then to the payment of such principal, ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

In the event there are no longer Bonds or Parity Bonds Outstanding, any moneys remaining in the Bond Service Fund shall be transferred to the Special Tax Fund at the written request of the District.

**Section 4.07 RESERVE FUND.** The Trustee shall hold the Reserve Fund as a trust fund for the benefit of Bondowners. The Trustee shall establish a separate Reserve Account within the Reserve Fund for each Series of Bonds, each of which shall be designated the "Series \_\_\_\_ Reserve Account." From the proceeds of the sale of any additional Series of Bonds there shall be deposited in the Reserve Account of the Reserve Fund established with respect to such Series an amount which, together with any moneys already on deposit in the Reserve Fund, will make the amount in the Reserve Fund equal to the Reserve Requirement calculated immediately after the issuance of such Series of Bonds, and thereafter there shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement.

Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds as the same shall become due in the event that the moneys in the Bond Service Fund are insufficient therefor, and for that purpose the Trustee shall withdraw from the Reserve Fund, for deposit in the accounts within the Bond Service Fund, moneys necessary for such purpose. If on March 2 or September 2 of each year, the amount on deposit in the Reserve Fund is in excess of the Reserve Requirement, the Trustee shall transfer such excess to the Bond Service Fund. Moneys in the Reserve Fund shall be transferred to the Bond Service Fund on the final maturity of the Bonds and applied to the payment of the principal of and interest on the last Outstanding maturity of the Bonds.

The District reserves the right initially to deposit into the Reserve Fund and thereafter to substitute, at any time and from time to time, a Surety Instrument in substitution for or in place of all or any portion of the Reserve Requirement, under the terms of which the Trustee is entitled to draw amounts when required for the purposes hereof. Upon deposit by the District with the Trustee of any such Surety Instrument, at the written direction of the District, (i) the Trustee shall transfer to the Construction Fund from the balance then in the Reserve Fund an amount equal to the stated amount of such Surety Instrument, or (ii) the Trustee shall transfer such amount to the District for any other use; provided, however, that the District first delivers to the Trustee an opinion of Bond Counsel to the effect that such instrument complies with the requirements for a Surety Instrument hereunder and does not affect the exclusion from gross income for federal income tax purposes of interest of the Bonds; and provided further, that the prior written consent of the Series 2005 Bond Insurer shall have been obtained in connection with the delivery of a Surety Instrument [other than the Series 2005 Reserve Policy]. If a draw on the Reserve Fund is required when the Reserve Fund is comprised partly of moneys and partly of a Surety Instrument, then the Trustee shall draw first from the moneys on deposit and then, if necessary, from the Surety Instrument.

#### **Section 4.08 CONSTRUCTION FUND.**

(a) The Trustee shall hold the Construction Fund. The Trustee shall establish a separate Construction Account within the Construction Fund for each Series of Bonds, each of which shall be designated the "Series \_\_\_ Construction Account." Each Series of Bonds shall be issued to finance a portion of the Project, and the Project Costs of the portion of the Project to be financed by such Series of Bonds shall be paid from the Construction Account established with respect to such Series. Except as otherwise provided herein, moneys in each Construction Account shall be applied exclusively to pay the Project Costs associated with the portion of the Project to be financed by such Series. Amounts on deposit in each such Construction Account are pledged to the benefit of the Owners of the related Series of Bonds.

(b) Upon receipt of, and in accordance with, a written request of an Authorized Officer of the District in substantially the form attached hereto as Exhibit C and incorporated herein by this reference, the Trustee shall pay the Project Costs from amounts on deposit in the applicable Construction Account. The Trustee shall be responsible for the safekeeping and investment of the moneys held in the Construction Fund and the disposition thereof in accordance with this Indenture and any Supplemental Indenture. Notwithstanding anything herein to the contrary, the Trustee may rely upon the representations made in such written request.

(c) There shall be deposited into the Series 2005 Construction Account that portion of the proceeds of the Bonds required to be deposited pursuant to Section 4.03 hereof. There shall also be deposited into the Series 2005 Construction Account (i) any amounts transferred from the Series 2005 Costs of Issuance Fund pursuant to Section 4.05 hereof, and (ii) any interest earnings transferred pursuant to Section 5.02. The Trustee shall pay the Project Costs of the Series 2005 Project from the Series 2005 Construction Account. Upon the Construction Period Termination Date, the Trustee shall transfer the moneys on deposit in the Series 2005 Construction Account, at the written direction of the District, (i) to the Interest Account of the Bond Service Fund, in an amount up to and no greater than the next two interest payments coming due and payable, or (ii) to the District for any other use; provided, however, in each case, that the District first delivers to the Trustee an opinion from Bond Counsel to the effect that such action is authorized by this Indenture and will not adversely affect the exclusion from gross income for federal income tax purposes or the exemption from State personal income taxation of interest on any Outstanding Bonds theretofore issued.

**Section 4.09 EXCESS EARNINGS FUND.** The Trustee shall deposit into the Excess Earnings Fund all amounts as instructed by the District in writing in accordance with the provisions of the Nonarbitrage Certificate. Notwithstanding anything to the contrary in this Indenture, all earnings on amounts invested in the Excess Earnings Fund shall be retained therein, except to the extent provided by the Nonarbitrage Certificate. Notwithstanding any other provision hereof, moneys may be transferred at the written request of the District from any fund or account described in this Indenture to the Excess Earnings Fund to the extent such transfer is required to comply with the Nonarbitrage Certificate. The Trustee shall pay the moneys on deposit in the Excess Earnings Fund to the federal government as instructed by the District in writing. In the event moneys are no longer required by the Nonarbitrage Certificate to be maintained in the Excess Earnings Fund, such moneys shall be transferred to the Special Tax Fund at the written request of the District. The Trustee shall be deemed conclusively to have complied with its obligations with

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respect to the Excess Earnings Fund and rebatable arbitrage if it follows the written instructions of the District given hereunder.

**Section 4.10 REDEMPTION FUND.** The Trustee shall hold the Redemption Fund in trust for the benefit of Bondowners. The Trustee shall establish a separate Redemption Account within the Redemption Fund for each Series of Bonds, each of which will be designated the "Series \_\_\_ Redemption Account." Prior to any redemption date, the Trustee shall deposit in the related Redemption Account moneys made available for that purpose by the District which are sufficient to redeem, at the redemption prices payable as provided in this Indenture or in the applicable Supplemental Indenture, the Bonds designated for redemption. Such moneys must be set aside in the related Redemption Account solely for that purpose and shall be transferred to the Trustee on or before the applicable redemption date and be applied by the Trustee on or after the redemption date to the payment of the redemption price on the Series of Bonds to be redeemed upon presentation and surrender thereof. Any moneys remaining in the Redemption Fund when there are no longer Bonds Outstanding shall be transferred to the Special Tax Fund.

## **ARTICLE V INVESTMENTS**

**Section 5.01 INVESTMENTS.** Obligations purchased as investments of moneys in any fund or account in which investments are authorized shall be deemed at all times to be a part of such fund or account. Subject to the restrictions set forth in Section 5.03 or otherwise herein, moneys in said funds and accounts shall be invested from time to time by the Trustee at the written direction of an Authorized Officer of the District, in Authorized Investments so long as:

(a) Moneys in the Construction Fund shall be invested in obligations which will by their terms mature or be available for withdrawal as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Construction Fund; and

(b) Moneys in the Bond Service Fund shall be invested only in obligations which will by their terms mature or be available for withdrawal on the applicable dates so as to ensure the payment of principal and interest on the Bonds as the same become due.

(c) Moneys in the Reserve Fund shall be invested only in obligations which mature no longer than five years from the date of investment.

The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their original cost. Notwithstanding anything herein to the contrary, the Trustee shall not be responsible for any loss from any investments authorized pursuant to this Indenture. The Trustee shall be entitled to rely conclusively upon the written instructions of an Authorized Officer of the District as to the fact that an investment is permitted by the laws of the State and constitutes an Authorized Investment hereunder, and the Trustee shall not be required to make any further investigation with respect thereto. The Trustee or

its affiliates may act as sponsor, principal or agent in the making or disposing of any investment. Any Authorized Investments that are registrable securities shall be registered in the name of the Trustee.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

**Section 5.02 DEPOSIT OF INVESTMENT EARNINGS.** Investment earnings on amounts on deposit in the Excess Earnings Fund shall be retained therein. Investment earnings on all other funds and accounts established under this Indenture shall be transferred to the Reserve Fund to the extent of any deficiency therein, then (i) prior to the Construction Period Termination Date for any Series of Bonds, be transferred to the Construction Accounts of the Construction Fund on a pro rata basis and (ii) after the Construction Period Termination Date, be transferred to the Interest Account of the Bond Service Fund.

**Section 5.03 INVESTMENTS IN THE ABSENCE OF DIRECTION.** In the absence of any written direction of an Authorized Officer of the District, the Trustee shall invest the moneys on deposit in the funds and accounts established under this Indenture in the Authorized Investments identified in clause (9) of the definition thereof.

## **ARTICLE VI COVENANTS**

**Section 6.01 COVENANTS.** So long as any of the Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Bondowners under the provisions of the Act and this Indenture or any Supplemental Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds and tend to make them more marketable; provided, however, that said covenants shall not require the District to expend any funds or moneys other than the Gross Taxes.

**Section 6.02 PUNCTUAL PAYMENT.** The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder or under any Supplemental Indenture, together with the premium thereon, if any is payable, on the dates, at the place and in the manner set forth in the Bonds and in accordance with this Indenture and any Supplemental Indenture to the extent Gross Taxes are available therefor, and that it will make or cause to be made the payments into the Special Tax Fund, all in strict conformity with the terms of the Bonds and this Indenture and any Supplemental Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Bonds issued hereunder and thereunder, and that the time of such payment and performance is of the essence of the District's contract with the Bondowners.

**Section 6.03 LIMITS ON ISSUANCE OF PARITY BONDS AND OTHER ADDITIONAL INDEBTEDNESS.** The District may at any time issue Parity Bonds payable from the Gross Taxes and secured by a lien and charge upon the Gross Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder or under any Supplemental Indenture, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Indenture and any Supplemental Indenture and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture which shall specify the following:

- (i) The purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, including a provision requiring the proceeds of such Parity Bonds to be applied solely for (i) the purposes of aiding in financing the Project, including payment of all costs incidental to or connected with such financing, and/or (ii) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding;
- (ii) The authorized principal amount of such Parity Bonds;
- (iii) The date, the maturity date or dates and the interest rate or rates or method of determining the interest rate of such Parity Bonds;
- (iv) The description of the Parity Bonds, the place of payments thereof and the procedure for execution and authentication;
- (v) The denomination and method of numbering of such Parity Bonds;
- (vi) The redemption premiums, if any, and the redemption terms, if any, for such Parity Bonds; provided that, in the event that less than all of such Parity Bonds are to be redeemed at any one time, the Trustee shall redeem that amount of Outstanding Bonds issued prior to the issuance of such Parity Bonds and that amount of such Parity Bonds in the proportion which the principal amount of Outstanding Bonds issued prior to the issuance of such Parity Bonds bears to the then outstanding principal amount of such Parity Bonds;
- (vii) The amount and due date of each mandatory sinking fund payment, if any, for such Parity Bonds;

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- (viii) The amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Fund to increase the amount therein to the Reserve Requirement;
- (ix) The form of such Parity Bonds; and
- (x) Such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District and the Trustee shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall be directed by the District to accept any of such documents bearing a prior date):

- (i) A certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;
- (ii) A written request of the District as to the delivery of such Parity Bonds;
- (iii) An opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Indenture and the Supplemental Indenture relating to such Parity Bonds, and this Indenture and all such Supplemental Indentures have been duly executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and (b) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Indenture and all Supplemental Indentures thereto and entitled to the benefits of this Indenture and all such Supplemental Indentures, and such Parity Bonds have been duly and validly executed and delivered in accordance with the Act and this Indenture and all such Supplemental Indentures; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes or the exemption from State personal income taxation of interest on any Outstanding Bonds theretofore issued;
- (iv) A certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture;

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- (v) A certificate or certificates from one or more Independent Financial Consultants which, when taken together, certify that (i) the amount of the maximum Annual Special Taxes that may be levied by the District on Taxable Parcels within the District, as of the date of certification, in each Fiscal Year pursuant to the Act and the applicable resolutions and ordinances of the District, assuming that such annual Special Taxes are measured in each such Fiscal Year to the maximum extent provided in the Special Tax Formula, is at least equal in each corresponding Bond Year to the Maximum Annual Debt Service on all Outstanding Bonds theretofore issued and the Parity Bonds proposed to be issued in such Bond Year, [plus in such Bond Year 100% of the amount of Series 2005 Policy Costs owed] and (ii) the amount of the maximum Annual Special Taxes that may be levied by the District, as of the date of certification, in each Fiscal Year pursuant to the Act and the applicable resolutions and ordinances of the District, assuming that such Annual Special Taxes are increased in each such Fiscal Year to the maximum extent provided in the Special Tax Formula, is at least equal in each corresponding Bond Year to 115% of the aggregate amount of the Maximum Annual Debt Service on all Outstanding Bonds theretofore issued and the Parity Bonds proposed to be issued in such Bond Year, [plus in such Bond Year 100% of the amount of Series 2005 Policy Costs owed]. For purposes of making the certifications required by this paragraph (5), the Independent Financial Consultants may rely on reports or certificates of such other persons as may be acceptable to the District, and the initial purchasers of the proposed Parity Bonds; and
- (vi) Such further documents, money and securities as are required by the provisions of this Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

#### **Section 6.04 LEVY OF SPECIAL TAX.**

(a) The Board of Trustees of the District shall levy or cause to be levied with respect to Taxable Parcels within the District Special Taxes at least in an amount anticipated to be sufficient (after taking into account anticipated delinquencies in the payment of Special Taxes), together with any moneys on deposit in the Special Tax Fund or the Bond Service Fund (and, with respect to the final Bond Year, in the Reserve Fund (other than amounts available under a Surety Instrument)) and anticipated to be available in the next succeeding Bond Year to pay principal of, premium (if any) and interest on the Bonds and any amounts required to maintain the Reserve Fund at the Reserve Requirement [or to pay Series 2005 Policy Costs].

(b) The Board of Trustees of the District shall levy or cause to be levied Special Taxes at least in an amount anticipated to be sufficient (after taking into account anticipated delinquencies in the payment of Special Taxes), together with any moneys on deposit in the Special Tax Fund or the Bond Service Fund (and, with respect to the final Bond Year, in the Reserve Fund (other than amounts available under a Surety Instrument)) and anticipated to be available in the next succeeding Bond Year to pay 115% of the aggregate amount of principal of, premium (if any) and



interest on the Bonds and any amounts required to maintain the Reserve Fund at the Reserve Requirement.

**Section 6.05 ZONING CHANGES.** To the extent permitted by law, in the event that any parcel within the boundaries of the District undergoes a change of zoning so that it is Zoned (as defined in the Special Tax Formula) for residential use, the District shall take all reasonable steps to insure that such property shall be subject to the lien of the Special Taxes.

**Section 6.06 COMMENCEMENT OF FORECLOSURE PROCEEDINGS.** The District covenants for the benefit of the Owners of the Bonds that it shall commence or cause to be commenced judicial foreclosure proceedings by October 31 of each year against (i) all property owned by any single person or any property regardless of ownership with delinquent Special Taxes totaling more than \$25,000, and (ii) all property with delinquent Special Taxes if in the immediately preceding Fiscal Year it received Special Taxes in an amount which (together with amounts deposited into the Special Tax Fund and/or Bond Service Fund) were 95% or less than the Annual Debt Service established pursuant to Section 4.04(i) hereof, for the current Bond Year or the amount in the Reserve Fund (plus the stated amount of any Surety Instrument, if any) is less than the Reserve Requirement. The District may, at its sole election, commence or cause to be commenced judicial foreclosure proceedings by October 31 of each year against any property with delinquent Special Taxes if in the immediately preceding Fiscal Year it received Special Taxes in an amount which (together with amounts deposited into the Special Tax Fund and/or Bond Service Fund) were less than 100%, but greater than 95%, of the Annual Debt Service established pursuant to Section 4.04(i) hereof, for the current Bond Year. The District shall diligently pursue to completion each foreclosure commenced in accordance with this Section 6.06.

**Section 6.07 SPECIAL TAX COVENANTS.**

(a) In order to maintain the exclusion from gross income for federal income tax purposes of interest of the Bonds the District hereby covenants and represents that until there are no Bonds which remain Outstanding the District will comply with all applicable requirements of Section 103 and Sections 141 through 150 of the Code. In furtherance of this covenant, the District agrees to comply with the requirements set forth in the Nonarbitrage Certificate.

(b) Notwithstanding any other provision of this Indenture to the contrary, upon the District's failure to observe, or refusal to comply with, the foregoing covenant, no person other than the Trustee and the Owners of the Bonds shall be entitled to exercise any right or remedy provided to the Owners under this Indenture or any Supplemental Indenture on the basis of the District's failure to observe, or refusal to comply with, such covenant.

**Section 6.08 GENERAL.** The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under the provisions of this Indenture. Any Bondowner may obtain information about the status of the construction of the Project by a written request for such information to the District addressed in care of the Trustee. The District warrants that upon the date of execution and delivery of any Series of Bonds, the conditions, acts and things required by law and this Indenture to exist, to have happened and to have been performed precedent to and in the execution and delivery of such

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Series of Bonds will exist, have happened and have been performed and the execution and delivery of such Series of Bonds shall comply in all respects with the applicable laws of the State.

**Section 6.09 EXTENSION OF PAYMENT OF BONDS.** The District shall not directly or indirectly extend the maturity dates of any Series of Bonds or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the District to issue any securities for the purpose of providing funds for the redemption of any Series of Bonds and such issuance shall not be deemed to constitute an extension of the maturity of any Series of Bonds.

**Section 6.10 REDUCTION OF SPECIAL TAX REVENUES.** The Special Tax Formula may be amended at any time in accordance with the Act without the consent or approval of the Trustee or any Bondowners; provided, however, that the Maximum Special Tax rate for a Taxable Parcel shall become fixed for the duration of the District in the Fiscal Year a Parcel becomes a Developed Parcel; further provided that the Special Tax Formula may not be amended to reduce the rate at which the Special Taxes may be levied or to terminate the levy of the Special Tax unless the District receives the prior written consent of the Series 2005 Bond Insurer and determines that the reduction or termination of Special Taxes would not have a material adverse effect on the repayment of the Bonds.

## **ARTICLE VII TRUSTEE**

**Section 7.01 TRUSTEE.** The District is hereby authorized to appoint a Trustee which meets the requirements set forth herein. Any Trustee appointed under the provisions of this Section 7.01 shall (i) be a trust company, a bank or a member of a bank holding company having the powers of a trust company having a corporate trust office in California, (ii) have (or if such bank is a member of a bank holding company system, its bank holding company has) a combined capital and surplus of at least \$75,000,000 and (iii) be subject to supervision or examination by federal or state authority. If such bank, trust company or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, trust company or bank holding company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in this Section 7.01.

The Trustee upon appointment by the District is hereby authorized to and shall mail interest payments to the Bondowners, select Bonds for redemption, give notice of redemption and meetings of Bondowners, maintain the Bond Register and maintain and administer the funds and accounts established pursuant to this Indenture. The Trustee is hereby authorized to pay the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration or transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds, all as provided in this Indenture, and to provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture or any Supplemental Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds paid and discharged by it. The Trustee initially appointed and any successor thereto may be removed by the District or the Series

2005 Bond Insurer at any time upon 30 days written notice and a successor or successors may be appointed; provided that such successor or successors shall be a bank or a trust company doing business in and having an office in the city where the predecessor did business and had an office. So long as any Bonds are Outstanding and unpaid the Trustee and any successor or successors thereto designated by the District shall continue to be Trustee of the District for all of said purposes until the designation of a successor or successors as Trustee.

A Trustee appointed hereunder may resign at any time upon written notice. Upon receiving such notice, the District shall promptly appoint a successor Trustee. If no successor Trustee has been selected within 60 days after delivery of such notice, the Trustee may petition a court of competent jurisdiction to appoint a successor. The successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting its appointment, whereupon the Trustee shall be released from any further liability hereunder. The successor Trustee shall notify the Owners of the succession.

**Section 7.02 RECITALS OF FACT.** The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture or of the Bonds, the security for the Bonds or the tax status of interest thereon, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations set forth herein, in the Bonds or in any Parity Bonds or in the certificate of authentication and registration executed in connection therewith. The Trustee shall be under no responsibility or duty with respect to the issuance of the Bonds for value. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

**Section 7.03 APPOINTMENT OF TRUSTEE.** The District hereby appoints U.S. Bank National Association, a national banking association, to serve as Trustee with respect to the Bonds.

**Section 7.04 DUTIES AND LIABILITIES OF TRUSTEE.** The Trustee shall perform such duties and only such duties as are expressly and specifically set forth in this Indenture and any Supplemental Indenture. The permissive right of the Trustee to do things permitted in this Indenture shall not be construed as a duty.

**Section 7.05 MERGER OR CONSOLIDATION.** Any bank or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under Section 7.01 of this Indenture shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

**Section 7.06 LIABILITY OF TRUSTEE.**

(a) The Trustee may become the Owner of Bonds of any Series with the same rights it would have if it were not Trustee and, to the extent permitted by law, may act as depositary

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for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds of such Series then Outstanding.

(b) Subject to the rights of the Series 2005 Bond Insurer as provided in Article XII hereof, the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of any Series of Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture or any Supplemental Indenture.

(c) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(d) The Trustee shall not be required to give any bond or surety in respect of the execution of this Indenture or any Supplemental Indenture or otherwise in respect of the Bonds.

**Section 7.07 RIGHT TO RELY ON DOCUMENTS.** The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be Bond Counsel or other counsel of or to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith; provided, however, the Trustee shall in no event delay any payment with respect to the Bonds in anticipation of any such opinion.

The Trustee may execute any of its trusts or powers or perform any of its duties set forth herein through attorneys, agents or receivers and, if it does so, all references to the Trustee herein shall be deemed to refer to such agent, attorney or receiver.

The Trustee shall not be bound to recognize any person as the Owner of a Bond or any Parity Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is satisfactorily established, if disputed.

Whenever, in the administration of the trusts imposed upon it by this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the District, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

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The Trustee makes no representations with respect to any information, statement, or recital in, and shall have no liability with respect to, any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

The Trustee shall not be deemed to have knowledge of an Event of Default (other than the payment default under section 10.01(a) and (b)) hereunder, under the Indenture unless it shall have actual knowledge at its Principal Corporate Trust Office.

No provision of this Indenture shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder.

Before taking any action under Article X hereof the Trustee may require indemnity satisfactory to the Trustee be furnished from any expenses and to protect it against any liability it may incur hereunder.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

**Section 7.08      PRESERVATION AND INSPECTION OF DOCUMENTS.**

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon twenty-four (24) hours' notice to the inspection of the District and its agents and representatives duly authorized in writing.

**Section 7.09      COMPENSATION AND INDEMNIFICATION.** The District shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Indenture.

To the extent permitted by law, the District hereby agrees to indemnify the Trustee for, and to hold the Trustee and its officers, directors and employees harmless against, any loss, costs (including reasonable attorneys' fees and expenses), liability, expense or advance incurred or made, other than that which arises from negligence or willful misconduct on the part of the Trustee, arising out of or in connection with (i) the acceptance or administration of the trust created hereby, (ii) the ownership, operation or use of the Project or (iii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds (unless such statement was furnished by the Trustee). The foregoing indemnity provision shall include the fees, costs and expenses of the Trustee in defending itself against any claim of liability. In the event that the District is required to indemnify the Trustee as herein provided, the District shall be subrogated to the rights of the Trustee, as the case may be, to recover such losses or damages from any other person or entity.

**ARTICLE VIII  
DEFEASANCE**

**Section 8.01      DEFEASANCE.** If any Series of Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

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(a) by paying or causing to be paid the principal of and interest with respect to such Series of Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, an amount which, together with the amounts then on deposit in the Bond Service Fund and the Reserve Fund and available solely for the payment of such Bonds, is fully sufficient to pay the principal of, premium (if any), and interest on all Bonds of such Series Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective maturity dates; or

(c) by depositing with an escrow bank meeting the financial criteria set forth in Section 7.01, which may be the Trustee, in trust, direct noncallable Federal Securities or Pre-Refunded Municipal Obligations in such amount as a nationally recognized firm of independent certified public accountants determines will, together with the interest to accrue thereon and moneys then on deposit in the Bond Service Fund and the Reserve Fund allocable to such Series and deposited with such escrow bank together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, premium (if any), and interest on all Bonds of such Series Outstanding as and when the same shall become due and payable;

then, at the election of the District, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the District under this Indenture with respect to such Series of Bonds Outstanding shall cease and terminate, except for (i) the obligation of the Trustee or such other escrow bank described in (c) above to pay or cause to be paid to the Owners of such Series of Bonds not so surrendered and paid, all sums due thereon, and (ii) the District's obligations under Section 6.07 hereof. Notice of such election shall be filed with the Trustee. Any funds held by the Trustee, at the time of receipt of such notice from the District, which are not required for the purpose above mentioned, shall be paid over to the Special Tax Fund. The Trustee shall be entitled to receive a report from a nationally recognized accounting firm as to the sufficiencies of moneys and investments to provide for the payment of all Bonds to be defeased pursuant to the provisions set forth above and an opinion of Bond Counsel to the effect that such action is authorized by and in accordance with the Indenture.

## **ARTICLE IX SUPPLEMENTAL INDENTURES**

**Section 9.01 SUPPLEMENTAL INDENTURES WITHOUT BONDOWNER CONSENT.** Subject to Article XII hereof, the District and the Trustee may from time to time, and at any time, without notice to or consent of any of the Bondowners, execute indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which Supplemental Indentures shall thereafter form a part hereof) for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any additional provisions with respect to matters or questions arising under this Indenture or any Supplemental Indenture, provided that such action shall not adversely affect the interests of the Bondowners;

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(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District, contained in this Indenture or any Supplemental Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture or any Supplemental Indenture as theretofore in effect;

(c) to modify, alter, amend or supplement this Indenture or any Supplemental Indenture in any other respect which is not materially adverse to interests of the Bondowners; and

(d) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of Section 6.03 hereof.

The Trustee may rely in entering into any such Supplemental Indenture on an opinion of Bond Counsel stating that the requirements of this Section 9.01 have been met with respect to such Supplemental Indenture.

**Section 9.02 SUPPLEMENTAL INDENTURES WITH BONDOWNER CONSENT.** Subject to Article XII hereof, and exclusive of the Supplemental Indentures covered by Section 9.01, either the Bond Insurers during any period in which such Bond Insurers are not in default under the bond insurance policies provided by such Bond Insurers, acting unanimously, or the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or of any Series of Bonds then Outstanding if such Supplemental Indenture will affect only the Bondowners of a particular Series) and during any period in which such Bond Insurers are not in default under the bond insurance policies provided by such Bond Insurers, the Bond Insurers, acting together, shall have the right to consent to and approve of any Supplemental Indenture as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or any Supplemental Indenture; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds then Outstanding.

## **ARTICLE X EVENTS OF DEFAULT AND REMEDIES OF BONDOWNER**

**Section 10.01 EVENTS OF DEFAULT.** Subject to Article XII hereof or similar provisions of Supplemental Indentures, the following events shall be Events of Default:

(a) Default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) Default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

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(c) Default by the District in the observance of any of the covenants, agreements or conditions on its part contained in this Indenture or any Supplemental Indenture or in the Bonds if such default shall have continued for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the District by the Trustee, or to the District and the Trustee by the Owners of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that such default shall not constitute an Event of Default hereunder if the District shall commence to cure such default within the 30-day period and thereafter diligently and in good faith proceed to cure such default within a reasonable period of time;

(d) An Insolvency Proceeding shall be commenced by or against the District.

**Section 10.02 ACCELERATION OF MATURITIES.** If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding shall, upon notice in writing to the District, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything contained in this Indenture or any Supplemental Indenture or in the Bonds to the contrary notwithstanding. As soon as practicable after such acceleration, the Trustee shall notify the Owners of the acceleration by notice mailed first-class to the Owners of record as of the date of acceleration.

Any such declaration, however, is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the Trustee a sum sufficient to pay all the principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds, and the reasonable fees, charges and expenses of the Trustee, (including without limitation counsel fees) and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding by written notice to the District and the Trustee, or the Trustee if such declaration was made by the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such default; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon. In the case of any such annulment, the District, the Trustee and the Owners shall be restored to their former positions and rights under this Indenture. Notwithstanding the foregoing, the Trustee may not waive any Event of Default which consists of a breach of a covenant set forth herein with respect to the exclusion from gross income for federal tax purposes of interest on the Bonds.

Notice of such declaration having been given as aforesaid, anything to the contrary contained in this Indenture or in the Bonds notwithstanding, interest shall continue to accrue on such Bonds from and after the date set forth in such notice until principal on the Bonds is paid (which shall be not more than seven days from the date of such declaration).



**Section 10.03 APPLICATION OF TAX REVENUES AND OTHER FUNDS**

**AFTER DEFAULT.** If an Event of Default shall occur and be continuing, all Gross Taxes and any other funds (other than the amounts in the Excess Earnings Fund) then held or thereafter received by the Trustee under any of the provisions of this Indenture or any Supplemental Indenture shall be applied by the Trustee as follows and in the following order of priority:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture; and

(b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid), subject to the provisions of this Indenture, as follows:

- (i) First: To the payment to the persons entitled thereto of all interest then due and payable and as of the first date of payment following the occurrence of an Event of Default, and, if the amount available shall not be sufficient to pay in full all such interest, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and
- (ii) Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due and payable, whether at maturity, by call for redemption, or by acceleration, with interest on the overdue principal at the rate borne by the respective Bonds from the respective dates upon which such Bonds became due and payable, and if the amount available shall not be sufficient to pay in full all the principal of the Bonds due and payable, together with such interest on Bonds, then to the payment first of such interest, ratably, according to the amount of interest due on such date, and then to the payment of such principal, ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

**Section 10.04 TRUSTEE TO REPRESENT BONDOWNERS.** The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture, and applicable provisions of the law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondowner, the Trustee in its discretion may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific

performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture or any law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the tax revenues and other assets pledged under this Indenture or the Bonds pending such proceedings.

All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

**Section 10.05 BONDOWNERS' DIRECTION OF PROCEEDINGS.**

Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondowners not parties to such direction.

**Section 10.06 LIMITATION ON BONDOWNERS' RIGHT TO SUE.**

No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture or any applicable law with respect to such Bond unless (1) such Owner previously shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under this Indenture or applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

**Section 10.07 ABSOLUTE OBLIGATION OF DISTRICT.**

Nothing in Section 10.06 or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on

the Bonds to the respective Owners of the Bonds at their respective dates of maturity or upon call for redemption, as herein provided, but only out of the tax revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

**Section 10.08 TERMINATION OF PROCEEDINGS.** In case any proceedings taken by the Trustee or any one or more Bondowners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondowner, then in every such case the District, the Trustee and the Bondowner, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the District, the Trustee and the Bondowner shall continue as though no such proceedings had been taken.

**Section 10.09 REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**Section 10.10 NO WAIVER OF DEFAULT.** No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; nor shall any waiver of any default or breach of duty or contract by any Owner affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE XI MISCELLANEOUS**

**Section 11.01 CANCELLATION OF BONDS.** All Bonds surrendered to the Trustee for payment upon maturity or redemption shall upon payment therefor be cancelled immediately. Any Bond purchased by the District as authorized herein shall be delivered to the Trustee and cancelled forthwith and shall not be reissued. All Bonds cancelled by the Trustee shall be destroyed and the Trustee shall deliver to the District a certificate of such destruction.

**Section 11.02 EXECUTION OF DOCUMENTS AND PROOF OF OWNERSHIP.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondowners, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

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(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guaranteed by any commercial bank or trust company or member firm of the New York Stock Exchange located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his or her authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums so paid. The Trustee shall not be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

**Section 11.03 SEVERABILITY.** If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture and the Bonds issued pursuant thereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under this Indenture and the Constitution and laws of the State.

**Section 11.04 NOTICE.** [Subject to Section 12.14,] any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the District, the Series 2005 Bond Insurer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of the Indenture if and when delivered to or sent by certified mail, return receipt requested to:

District	--	Western Placer Unified School District 810 J Street Lincoln, CA 95648 Attention: Superintendent
Trustee	--	U.S. Bank National Association One California Street, Suite 2550 San Francisco, CA 94111 Attn: Corporate Trust Services

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Series            --  
2005  
Bond  
Insurer

Attention:  
Re: Policy Nos.  
Telephone:  
Facsimile:

In each case in which notice or other communication given to the Bond Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession, subject at all times to the inspection of the District, any Bondowner, and the agents and representatives thereof.

**Section 11.05      PERSONAL LIABILITY.** The District or any officer, agent or employee thereof, shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

**Section 11.06      VALIDITY OF MULTIPLE COPIES.** This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

**Section 11.07      HEADINGS.** Any headings preceding the texts of the several Articles hereof, and any table of contents appended to copies hereof, shall be solely for the convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

**Section 11.08      GOVERNING LAW.** All provisions of this Indenture are to be governed by the laws of the State.

**Section 11.09      EFFECTIVE DATE.** The Indenture took effect upon execution.

**Section 11.10      ENFORCEMENT.** Except as amended, this Indenture shall remain in full force and effect.

**Section 11.11      APPROVAL OF ACTIONS.** The officers of the District are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Indenture.

**ARTICLE XII  
PROVISIONS WITH RESPECT TO BOND  
INSURANCE FOR SERIES 2005 BONDS**

[to come]

7.5.53

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Indenture effective the date first above written.

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT COMMUNITY FACILITIES  
DISTRICT NO. 1

By \_\_\_\_\_  
Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**FORM OF SERIES 2005 BOND**

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1  
SPECIAL TAX BONDS, SERIES 2005**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP NO.</u>
____%	September 1, ____	_____, 2005	____

**REGISTERED OWNER: \*\*CEDE & CO.\*\***

**PRINCIPAL AMOUNT: \$\_\_\_\_ (\_\_\_\_ Dollars and \_\_\_\_ Cents)**

THE WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 (the "District") FOR VALUE RECEIVED, hereby promises to pay, solely from Special Taxes to be collected in the District or from the amounts on deposit in certain funds and accounts established under the Indenture (if not defined herein, capitalized terms shall have the meaning given them in the Indenture), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. Interest on this Bond is payable on [September 1, 2005] and

7.5.56



semiannually thereafter on March 1 and September 1 of each year (each an "Interest Payment Date"). The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at maturity or redemption at the principal corporate trust office of U.S. Bank National Association, as trustee (or any successors thereto), in St. Paul, Minnesota (the "Trustee"). Interest on this Bond shall be payable by check of the Trustee mailed by first class mail on the Interest Payment Date, postage prepaid to the registered owner hereof as of the close of business on the fifteenth calendar day of the month preceding each Interest Payment Date (the "Record Date") at such registered owner's address as it appears on the registration books maintained by the Trustee (the "Bond Register"); provided, however, that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of any Series of Bonds, upon written request of such Owner to the Trustee at least 20 days prior to any Interest Payment Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account at a financial institution within the United States.

The Bonds are issued in the form of Current Interest Bonds. This Bond is one of a duly authorized issue of Western Placer Unified School District Community Facilities District No. 1 Special Tax Bonds, Series 2005 (the "Bonds"), issued in the aggregate principal amount of [\$15,000,000] pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5, Division 2, Title 5 (commencing with Section 53311) of the California Government Code, as amended (the "Act"), for the purpose of financing certain improvements in the District and surrounding areas (the "Project"). The issuance of the Bonds and the terms and conditions thereof are provided for by an Indenture, dated as of [May \_\_, 2005], by and between the District and the Trustee (the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is authorized under, this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from, and shall be secured by a pledge of and lien upon, (i) the annual special taxes authorized to be levied in accordance with Section 3 of the Special Tax Formula on property lying within the District (the "Special Taxes"), (ii) proceeds from the sale of property collected pursuant to the foreclosure provisions of the Act and the Indenture for the delinquency of such Special Taxes and (iii) certain other moneys as described in the Indenture.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication of this Bond, unless (i) the date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date with respect to this Bond, in which event interest shall be payable from the dated date of the Bonds; provided, however, that if at the time of authentication of this Bond, interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment. Interest with respect to this Bond shall be computed using a year of 360 days comprised of twelve 30-day months.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the legislative body of the District, as may be permitted by law. The Bonds constitute limited obligations of the District for which the District is not obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove. The District has covenanted for the benefit of the Owners of the Bonds that it will commence or cause to be commenced appropriate foreclosure proceedings under certain circumstances.

The Current Interest Bonds maturing on or after [September 1, 20\_\_], shall be subject to call and redemption prior to maturity at the option of the District from funds derived by the District from any source, on or after [September 1, 20\_\_], as a whole or in part in integral multiples of \$5,000, pro rata by maturity and by lot within each maturity, at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

Redemption Date (both dates inclusive)	Redemption Premium
---	-----------------------

The Current Interest Bonds maturing on [September 1, 20\_\_] are subject to mandatory sinking fund redemption in part, by lot, on [\_\_\_\_\_, 20\_\_], respectively, and on each March 1 and September 1 thereafter to and including [September 1, 20\_\_], each from mandatory sinking fund payments at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the aggregate respective principal amounts and on the respective dates set forth below:

Series 2005 Term Bonds Due on [September 1, 20\_\_]

<u>Redemption Date</u>	<u>Redemption Amount</u> \$
------------------------	--------------------------------

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Registered Owner thereof at least 30 but not more than 45 days prior to the redemption date, by first class mail, postage prepaid, at their addresses appearing on the Bond Register as of the close of business on the day before such Redemption Notice is given.

This Bond shall be issued only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

Each registration and transfer of registration of this Bond shall be entered by the Trustee in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon. No transfer hereof shall be valid for any purpose unless made by the Registered Owner, by execution of the form of assignment endorsed hereon,

7.5.58

and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the Registered Owner or to such Owner's order. The Trustee may require the Bondowner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

Additional Series of Bonds may be issued, subject to the limitations set forth in the Indenture, which rank on a parity with the Bonds.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the District with the consent of not less than a majority in aggregate principal amount of the Bonds then Outstanding. The Indenture may be amended without such consent under certain circumstances provided that the interests of the owners of the bonds are not adversely affected.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

[Remainder of page intentionally left blank.]

7.5.59

IN WITNESS WHEREOF, the Board of Trustees of the Western Placer Unified School District, acting as the legislative body of Western Placer Unified School District Community Facilities District No. 1 has caused this Bond to be dated as of the [ ]th day of [May, 2005], to be signed by a member of the Board of Trustees of the Western Placer Unified School District by manual or facsimile signature and attested by another member of the Board of Trustees of the Western Placer Unified School District by manual or facsimile signature.

\_\_\_\_\_  
Member of the Board of Trustees of the Western Placer Unified School District,  
acting as the legislative body of the Western Placer Unified School District  
Community Facilities District No. 1

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Western Placer Unified School District, acting as  
the legislative body of the Western Placer Unified  
School District Community  
Facilities District No. 1

7.5.60

FORM OF CERTIFICATE  
OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated: [May \_\_, 2005]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By \_\_\_\_\_  
Authorized Officer

7.5.61

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

Taxpayer I.D. No.: \_\_\_\_\_

Signature of \_\_\_\_\_ guaranteed.

By \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a member firm  
of the New York Stock Exchange or a commercial bank or trust company.

7.5.62

## STATEMENT OF INSURANCE

[To Come]

**EXHIBIT B**

**COSTS OF ISSUANCE PAYMENT REQUEST FORM**

(Attach duplicate original of  
Payee's statement(s) or invoice(s))

☐ PROGRESS PAYMENT

☐ FULL/FINAL PAYMENT

U.S. Bank National Association, as trustee (the "Trustee"), is hereby instructed to disburse the sum of \$ \_\_\_\_\_ from the Series 2005 Costs of Issuance Fund established under the Indenture, dated as of [May \_\_, 2005], by and between the Western Placer Unified School District Community Facilities District No. 1 and the Trustee, to the order of the following payee, and for the following cost(s) and/or expense(s):

Payee:

Address:

Cost(s) and/or expense(s) for which disbursement is requested:

\_\_\_\_\_

Dated: \_\_\_\_\_

Executed by the Authorized Officer of the Western  
Placer Unified School District Community  
Facilities District No. 1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

7.5.64



**EXHIBIT C**

**CONSTRUCTION DISBURSEMENT REQUEST FORM**

(Attach duplicate original of Payee's statement(s)  
or invoice(s))

( )    PROGRESS PAYMENT

( )    FULL/FINAL PAYMENT

U.S. Bank National Association, as trustee (the "Trustee"), is hereby requested to pay from the Construction Fund established by an Indenture, dated as of [May 16, 2005], by and between the Western Placer Unified School District Community Facilities District No. 1 (the "District") and the Trustee to the person, corporation or other entity designated below as Payee, the sum set forth below such designation, in payment of the Project Costs described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Project Costs described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_

Amount:        \$ \_\_\_\_\_

Description of Project Costs or portion thereof accepted by the District and authorized to be paid to the Payee: \_\_\_\_\_

Moneys remaining in the Construction Fund and to be added thereto will be sufficient to make payments of all remaining Project Costs.

Dated: \_\_\_\_\_

Executed by Authorized Officer for the Western  
Placer Unified School District Community  
Facilities District No. 1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Payment Request No. \_\_\_\_\_

Attest: \_\_\_\_\_

7.5.65

**EXHIBIT D**

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

[See Attached]

**EXHIBIT E**

**SERIES 2005 PROJECT DESCRIPTION**

**[To Come]**

7.5.67

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INDENTURE

Dated as of May \_\_, 2005

by and between

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1

and

U.S. BANK NATIONAL ASSOCIATION  
as Dissemination Agent

\$[\_\_\_\_\_]

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1  
SPECIAL TAX BONDS, SERIES 2005

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## CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement") is entered into as of May 1, 2005, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 (the "CFD") and U.S. BANK NATIONAL ASSOCIATION, a national banking association in its capacity as Dissemination Agent (the "Dissemination Agent"), in connection with the issuance of \$15,000,000 Special Tax Bonds, Series 2005 (the "Bonds").

### WITNESSETH:

WHEREAS, the CFD and the Trustee have entered into an Indenture, dated as of May 1, 2005 (the "Indenture");

WHEREAS, the Bonds are being executed and delivered pursuant to the Indenture; and

WHEREAS, the underwriter with respect to the Bonds is required to comply with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "1934 Act");

NOW THEREFORE, the CFD and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the CFD and the Dissemination Agent for the benefit of the Beneficial Owners and in order to assist Banc of America Securities LLC (the "Underwriter") in complying with Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the CFD pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person who directly or indirectly has the power to vote or consent with respect to, or dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the Assistant Superintendent of the Western Placer Unified School District or his or her designee, or such other officer or employee as the CFD shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean U.S. Bank National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in



writing by the CFD and which has filed with the Trustee a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories are available on the Internet at [www.sec.gov/info/municipal/nrmsir.htm](http://www.sec.gov/info/municipal/nrmsir.htm).

“Official Statement” shall mean the Official Statement relating to the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the 1934 Act, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of California as a state repository for purposes of the Rule, and recognized as such by the SEC. As of the date of this Disclosure Agreement, there is no State Repository.

### SECTION 3. Provision of Annual Reports.

(a) The CFD shall, or, upon written direction, shall cause the Dissemination Agent to, not later than 270 days after the end of each fiscal year of the CFD, commencing with the fiscal year of the CFD ending June 30, 2005, provide to each Repository copies of an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the CFD shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the CFD may be submitted separately from the balance of the Annual Report. The CFD shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the CFD.

(b) If by fifteen Business Days prior to the date specified in subsection (a) for providing the Annual Report to Repositories, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the CFD and the Trustee (if the Trustee is not the Dissemination Agent) to inquire if the CFD is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that the Annual Report has been provided to the Repositories by the date required in subsection (a), the Dissemination Agent

shall send a notice to each Repository or the Municipal Securities Rulemaking Board in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) to the extent such Annual Report has been filed with it, file a report with the CFD and (if the Trustee is not the Dissemination Agent) the Trustee certifying that each Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

#### SECTION 4. Content of Annual Report.

(a) The Annual Report shall contain the CUSIP numbers of the Bonds and contain or incorporate by reference the following:

(i) The audited financial statements of the CFD for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the CFD's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

[appropriate information from OS to be added];

(b) Any or all of the items listed in subsection (a) may be incorporated by specific reference to other documents, including official statements of debt issues of the CFD or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The CFD shall clearly identify each such other document so incorporated by reference.

The contents, presentation and format of the Annual Report may be modified from time to time as determined in the judgment of the CFD to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the CFD or to reflect changes in the business, structure, operations, legal form of the CFD or any mergers, consolidations, acquisitions or dispositions made by or affecting the CFD; provided that the following conditions are satisfied:

(a) any such modifications shall comply with the requirements of the Rule;

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(b) the CFD shall describe in narrative form, the reasons for such modification and the effect of such modification on the information being provided in the Annual Report for such fiscal year; and

(c) if the respective Annual Report is modified to conform to changes in accounting or disclosure principles, the annual financial information for the year in which the change is made should present a comparison between the financial statements or information prepared on the basis of the new accounting or disclosure principles and those prepared on the basis of the former accounting or disclosure principles.

#### SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (vii) Modifications to the rights of the security holders;
- (viii) Bond calls (other than mandatory scheduled redemptions not otherwise contingent on the occurrence of an event, including but not limited to, sinking fund payments);
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing the repayment of the securities; and
- (xi) Ratings change.

(b) The Dissemination Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the CFD promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f). For purposes of

this Disclosure Agreement, “actual knowledge” of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Dissemination Agent with regular responsibility for the administration of matters related to the Indenture.

(c) Whenever the CFD obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the CFD shall as soon as possible determine if such event would constitute material information under applicable federal securities laws.

(d) If the CFD has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the CFD shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the CFD determines that the Listed Event would not be material under applicable federal securities laws, the CFD shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the CFD to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board and each State Repository. Such notice shall include the CUSIP numbers of the Bonds. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice, if any, of the underlying event is given to Owners of affected Bonds pursuant to the Indenture and notice of any other Listed Event is required only following the occurrence of the Listed Event.

**SECTION 6. Use of Central Post Office.** The CFD may satisfy its obligations hereunder to file any notice, document or information with a National Repository or State Repository by filing the same with any agent which is responsible for accepting notice, documents or information for transmission to such National Repository or State Repository, to the extent permitted by the SEC or SEC staff (a “Central Post Office”). For this purpose, permission shall be deemed to have been granted by the SEC staff if and to the extent the Central Post Office has received an interpretive letter, which has not been revoked, from the SEC staff to the effect that using the Central Post Office to transmit information to the National Repositories and the State Repositories will be treated for purposes of the Rule as if such information were transmitted directly to the National Repositories and the State Repositories.

**SECTION 7. Termination of Reporting Obligation.** The obligations of the CFD and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or, with respect to the Dissemination Agent, upon the resignation or removal of the Dissemination Agent. If such termination occurs prior to the final maturity of the Bonds, the CFD shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

SECTION 8. Dissemination Agent. The CFD may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing sixty days written notice to the CFD and the Trustee. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be U.S. Bank National Association.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the CFD and the Dissemination Agent may amend or waive any provision of this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the CFD; provided the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder) provided that the following conditions are satisfied:

(i) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identify, nature, status of or the type of business conducted by the CFD;

(ii) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver either (i) is approved by the registered owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of the registered owners of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the registered owners or the beneficial owners of the Bonds. The CFD also may amend or terminate this Disclosure Agreement without approval by the Owners of the Bonds to the extent permitted by rule, order or other official pronouncement of the SEC expressly permitting such action or approved by an opinion of nationally recognized bond counsel. In the event of any amendment or waiver of a provision of this Disclosure Agreement, the CFD shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the CFD. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between

the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the CFD from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the CFD chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the CFD shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the CFD or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee (at the written request of the Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds shall, but only to the extent funds have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorneys), or any Owners or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the CFD or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture and the sole remedy under this Disclosure Agreement in the event of any failure of the CFD or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance, and no person or entity shall be entitled to recover monetary damages under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the CFD agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the CFD for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the CFD, the owners of the Bonds or any other party. The obligations of the CFD under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the District: Western Placer Unified School District  
810 J Street  
Lincoln, CA 95648  
Attn: Assistant Superintendent

To the Dissemination Agent: U.S. Bank National Association  
One California Street, Suite 2550  
San Francisco, CA 94111  
Attn: Corporate Trust Services

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the CFD, the Trustee, the Dissemination Agent, the Underwriter, the Owners and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. THIS DISCLOSURE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAW.

SECTION 14. Severability. In case any provision in this Disclosure Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired thereby.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Disclosure Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1**

By \_\_\_\_\_  
Authorized Officer

**U.S. BANK NATIONAL ASSOCIATION, as  
Dissemination Agent**

By \_\_\_\_\_  
Authorized Officer

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EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Western Placer Unified School District Community Facilities District No. 1

Name of Bond Issue: Western Placer Unified School District Community Facilities District No. 1 Special Tax Bonds, Series 2005

Date of Issuance: \_\_\_\_\_, 2005

CUSIP: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that Western Placer Unified School District Community Facilities District No. 1 (the "CFD") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of May 1, 2005 entered into by and between the Western Placer Unified School District Community Facilities District No. 1 and the Dissemination Agent. [The CFD anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION,**  
as Dissemination Agent

By \_\_\_\_\_  
Authorized Officer

cc: Western Placer Unified School District Community Facilities District No. 1

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**CONTINUING DISCLOSURE AGREEMENT**

**Dated as of May 1, 2005**

**by and between**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1**

**and**

**U.S. BANK NATIONAL ASSOCIATION  
as Dissemination Agent**

§ \_\_\_\_\_  
**COMMUNITY FACILITIES DISTRICT NO. 1  
OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT  
SPECIAL TAX BONDS, SERIES 2005**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2005

Community Facilities District No. 1  
of the Western Placer Unified School District  
c/o Western Placer Unified School District  
810 J Street  
Lincoln, California 95648

Ladies and Gentlemen:

The undersigned, Banc of America Securities LLC (hereinafter the "Underwriter"), offers to enter into this Bond Purchase Agreement with the Community Facilities District No. 1 of the Western Placer Unified School District (the "District") which, upon acceptance, will be binding upon the District and upon the Underwriter. This offer is made subject to acceptance of it by the District on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the District, and the District agrees to sell to the Underwriter, all (but not less than all) of the Community Facilities District No. 1 of the Western Placer Unified School District Special Tax Bonds, Series 2005 (the "Bonds") in the aggregate principal amount of \$\_\_\_\_\_. The Bonds are dated their date of delivery, bear interest (payable semiannually on March 1 and September 1 in each year), commencing on \_\_\_\_\_ 1, \_\_\_\_ at the rates per annum set forth in Exhibit A and mature on the dates and in the amounts, with mandatory sinking fund payments, as set forth in said Exhibit A. The purchase price for the Bonds shall be \$\_\_\_\_\_ (representing the aggregate principal amount of the Bonds of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_, less original issue discount of \$\_\_\_\_\_).

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Indenture, dated as of May 1, 2005 (the "Indenture"), approved by the District in a resolution (the "Resolution"), adopted by the Board of Trustees (the "Board of Trustees") of the Western Placer Unified School District (the "School District") sitting as the legislative body of the District on April 19, 2005. Initially, U.S. Bank National Association will serve as trustee under the Indenture. The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected in accordance with the Indenture and

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Ordinance No. 91/92.1 adopted by the Board of Trustees on February 4, 1992 (the "Ordinance") authorizing the levy of the Special Tax in accordance with the Rate and Method of Apportionment attached to Resolution No. 91/92.23 adopted on December 9, 1991 (the "1991 Resolution of Formation"), which Rate and Method of Apportionment was amended and supplemented by the following annexation resolutions: Resolution No. 99/00.12 adopted on October 19, 1999 (the "1999 Annexation Resolution"), Resolution No. 02/03.06 adopted on September 17, 2002 (the "2002 Annexation Resolution"), Resolution No. 02/03.19 adopted on February 4, 2003 (the "2003 Annexation Resolution") and Resolution No. \_\_\_\_\_, adopted on April 19, 2005 (the "2005 Annexation Resolution" and together with the other annexations resolutions and the 1991 Resolution of Formation, herein referred to collectively as the "Resolution of Formation").

Proceeds of the sale of the Bonds will be used in accordance with the Indenture and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "Act"), to finance the construction and acquisition of certain public school facilities described in the Resolution of Formation. The Bonds are being issued in accordance with the provisions of the Indenture and the Act.

(b) Pursuant to the authorization of the District, the Underwriter has distributed copies of the Preliminary Official Statement, dated \_\_\_\_\_, 2005 relating to the Bonds, which, together with the cover page and all appendices thereto, is herein called the "Preliminary Official Statement" and which, as amended by the District with the prior approval of the Underwriter, will be referred to herein as the "Official Statement." The District hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the Official Statement, the Indenture, the other documents or contracts to which the School District or the District is a party, including this Bond Purchase Agreement, and all information contained therein, and all other documents, certificates and statements furnished by the School District or the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. At or prior to the Closing Date (described below), the District shall have authorized, executed and delivered its Continuing Disclosure Agreement, dated as of May 1, 2005 (the "Continuing Disclosure Agreement"), and [Any Master Developers - as appropriate] (the "Master Developer"), on behalf of itself [and certain merchant builders] shall have authorized, executed and delivered a [Continuing Disclosure Undertaking, dated as of the Closing Date (the "Developer Continuing Disclosure Undertaking")], each as substantially in the form described in the Official Statement.

(c) At 8:00 A.M., Los Angeles time, on \_\_\_\_\_, 2005, or at such earlier time or date as shall be agreed upon by the Underwriter and the District (such time and date being herein referred to as the "Closing Date"), the District will deliver to the Underwriter (i) at the offices of The Depository Trust Company ("DTC"), in New York, New York, or its agent, the Bonds in temporary or definitive form, bearing CUSIP numbers, and duly executed by the officers of the District as provided in the Indenture, and (ii) at the offices of Nixon Peabody LLP in Los Angeles, California, or such other location in Los Angeles, California, as may be agreed to by the District and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the District which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form. The Bonds shall be in fully registered form, registered in the name of Cede & Co., as nominee of DTC. The failure to print CUSIP identification numbers on any of the Bonds or any error with respect thereto shall not constitute cause for a failure or refusal of the Underwriter to accept delivery of, or pay for, the Bonds in accordance with the terms of this Bond Purchase Agreement. The Bonds, as so registered, shall be made available to the Underwriter at the

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offices of DTC, 55 Water Street, New York, New York 10004, or such other location of the agent of DTC or such other location mutually acceptable to the Underwriter and the District, not later than the last business day before the Closing Date for purposes of inspection.

2. Representations, Warranties and Agreements of the District. The District represents, warrants and covenants to and agrees with the Underwriter that:

(a) The District is duly organized and validly existing as a community facilities district under the laws of the State of California and has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Bond Purchase Agreement and to carry out all transactions contemplated hereby, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution and the Indenture as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Resolution of Formation, the Ordinance, the Official Statement, the Indenture, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(b) The District has complied, and will at the Closing Date be in compliance, in all respects with the Resolution, the Resolution of Formation, the Indenture, the Act, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(c) The Board of Trustees, as the legislative body of the District, has duly and validly: (i) adopted the Resolution, the Resolution of Formation and the Ordinance; (ii) called, held and conducted in accordance with all requirements of the Act an election to approve the levy of the Special Taxes; (iii) authorized and approved the execution and delivery of the Bonds, the Indenture, the Continuing Disclosure Agreement and this Bond Purchase Agreement; (iv) authorized the preparation and delivery of the Official Statement; and (v) authorized and approved the performance by the District of their respective obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said documents (including, without limitation, the collection of the Special Tax and the use of the Special Tax to acquire public improvements), and at the Closing Date the Resolution, the Resolution of Formation, the Indenture, the Ordinance, the Indenture, the Bonds, the Continuing Disclosure Agreement and this Bond Purchase Agreement will constitute the valid, legal and binding obligations of the District, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(d) The District is not in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or to its knowledge is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the District of its obligations under the Bonds, the Resolution, the Indenture, the Resolution of Formation, the Ordinance, the Continuing Disclosure Agreement or this Bond Purchase Agreement, and compliance with the provisions of each thereof, will not in any respect material to the transactions referred to herein or contemplated hereby, conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or is otherwise subject or bound;

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(e) All approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the District of its obligations hereunder, or under the Resolution, the Indenture, the Resolution of Formation, the Ordinance, the Bonds or the Continuing Disclosure Agreement have been or will be obtained and are in full force and effect, except that the District provides no representation regarding compliance with blue sky or other securities laws or regulations whatsoever;

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax constitutes a valid and legally binding lien on the properties on which it has been levied;

(g) Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the District shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the District delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period";

(h) The Indenture creates a valid pledge of the Gross Taxes (as defined in the Indenture) and the moneys in the Bond Service Fund, the Reserve Fund, the Redemption Fund, and the Special Tax Fund established pursuant to the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(i) To the knowledge of the District, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened against the District or the School District (i) which would materially adversely affect the ability of either the School District or the District to perform its obligations under the Bonds, the Indenture, the Resolution of Formation, the Ordinance or the Continuing Disclosure Agreement, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Resolution of Formation, the Indenture, the Ordinance, the Continuing Disclosure Agreement, this Bond Purchase Agreement or any other instruments relating to the development of any of the property within the District, or any action of the District contemplated by any of said documents or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the School District or the District with respect to the Bonds, the Resolution, the Indenture, the Continuing Disclosure Agreement, the Resolution of Formation and the Ordinance or any action of the School District or the District contemplated by any of said documents; or

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(iv) which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(j) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the District shall not be required to register as a dealer or a broker of securities nor shall the District be required to consent to service of process or jurisdiction or qualify to do business in any jurisdiction or to expend funds for this purpose;

(k) Any certificate signed by any authorized official of the District authorized to do so shall be deemed a representation and warranty of the District to the Underwriter as to the statements made therein;

(l) The District will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Official Statement;

(m) The information contained in the Preliminary Official Statement was as of its date, and in the Official Statement is as of the date hereof, and on the Closing Date shall be, true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(n) The District shall use its best efforts to cause the property owners and the developers within the District to cooperate with the Underwriter in the preparation of the Official Statement, provided however, that such efforts shall not include the expenditure of funds by the District; and

(o) The Preliminary Official Statement heretofore delivered to the Underwriter is deemed final by the District as of its date except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Section 240.15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"). The District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

3. Representations, Warranties, Covenants and Agreements of the Underwriter. The Underwriter represents, warrants, covenants and agrees with the District as follows:

(a) To file a copy of the Official Statement, including any supplements prepared by the District, with a Nationally Recognized Municipal Securities Information Repository (as defined in Rule 15c2-12), and

(b) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

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4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the District contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the School District and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the District of its respective obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Resolution, the Resolution of Formation, the Ordinance, the Indenture, the Continuing Disclosure Agreement and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Nixon Peabody LLP, Bond Counsel for the District, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State of California (the "State"), or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) other than military activities which are currently in course, the declaration or escalation of war or engagement in major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a

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determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Resolution, the Resolution of Formation and the Ordinance, together with a certificate dated as of the Closing Date of the Clerk of the Board of Trustees to the effect that each is a true, correct and complete copy of the one duly adopted by the Board of Trustees;

(2) An executed copy of the Indenture;

(3) An executed copy of the Official Statement;

(4) An executed copy of the Continuing Disclosure Agreement;

(5) [An executed copy of the Developer Continuing Disclosure Undertaking dated the date of the Closing][To be determined based on the status of the District build-out];

(6) An unqualified approving opinion, dated the Closing Date and addressed to the District, of Nixon Peabody LLP, Bond Counsel for the District, in the form attached to the Preliminary Official Statement as Appendix \_\_\_\_ and a letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the District may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(7) A supplemental opinion, dated the Closing Date and addressed to the District and the Underwriter, of Nixon Peabody LLP, Bond Counsel for the District, to the effect

that (i) the Bond Purchase Agreement and Continuing Disclosure Agreement have been duly authorized, executed and delivered by the District, and, assuming the execution and delivery by the other parties thereto as appropriate, the Bond Purchase Agreement and the Continuing Disclosure Agreement, constitute the legally valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement with respect to the Bonds under the captions ["THE SERIES 2005 BONDS," "SECURITY FOR THE SERIES 2005 BONDS," "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" and "CONCLUDING INFORMATION – Tax Exemption"] [to be conformed to POS] (except information relating to DTC and its book-entry system and the Policy, as to which no opinion need be expressed) is accurate in all material respects;

(8) An opinion, dated the Closing Date and addressed to the Underwriter, of Hawkins Delafield & Wood LLP, Los Angeles, California, counsel for the Underwriter, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended and (ii) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the School District, District, Bond Counsel, representatives of the Underwriter and others, and their examination of certain documents, no information has come to their attention which would lead them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to the Appendices of the Official Statement or any other financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, and information about [the Policy,] book-entry or DTC contained in the Official Statement);

(9) A Certificate, dated the Closing Date and signed by an authorized representative of the District and the School District, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds and certifying that (i) the representations and warranties of the District contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement with respect to the District and the School District not misleading in any material respect, and the Bonds, the Indenture and other applicable agreements conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under this Bond Purchase Agreement, the Resolution, the Resolution of Formation, the Ordinance and the Indenture at or prior to the Closing Date;

(10) An opinion, dated the Closing Date and addressed to the Underwriter, of Kronick, Moskovitz, Tiedmann & Girard, Sacramento, California, as counsel to the District and

the School District, to the effect that (i) to the best of his or her knowledge, and other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened against the School District or the District which would materially adversely affect the ability of the District to perform its obligations hereunder or under the Bonds, the Indenture, the Resolution, the Resolution of Formation, the Ordinance, the Continuing Disclosure Agreement or seeking to restrain or to enjoin the issuance, sale, delivery of the Bonds, or the application of the proceeds thereof in accordance with the Indenture, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Resolution of Formation, the Indenture, the Ordinance, the Continuing Disclosure Agreement or this Bond Purchase Agreement or the accuracy of the Official Statement, or any action of the School District or the District contemplated by any of said documents; (ii) the School District is duly organized and validly existing as a unified school district under the Constitution and laws of the State of California, (iii) the District is duly organized and validly existing as a community facilities district under the laws of the State of California, with full legal right, power and authority to issue the Bonds and to perform all of their obligations under this Bond Purchase Agreement, the Bonds, the Indenture and the Continuing Disclosure Agreement; (iv) except for the adoption of the resolution each year approving the annual levy of the Special Tax by the School District, as the legislative body of the District, the District has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the District of its obligations thereunder or under the Indenture, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and, when levied in accordance with the Act and the Ordinance, the Special Taxes shall represent a valid lien on the respective properties against which the Special Taxes have been levied; (vi) the Board of Trustees has duly and validly adopted the Resolution, the Resolution of Formation and the Ordinance at meetings of the Board of Trustees which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, and the Resolution, the Resolution of Formation, the Ordinance and the Indenture are now in full force and effect and the same have not been amended; and (vii) the District has duly authorized, executed and delivered this Bond Purchase Agreement, the Indenture and the Bonds and has duly authorized the preparation and delivery of the Official Statement, and this Bond Purchase Agreement, the Bonds, the Continuing Disclosure Agreement and the Indenture constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought and to limitations on remedies imposed in actions against public entities in the State of California;

(11) An opinion, dated the Closing Date and addressed to the Underwriter, of Kronick, Moskovitz, Tiedemann & Girard, as disclosure counsel to the District, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended and (ii) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the School District, District, Bond Counsel, representatives of the Underwriter and others, and their examination of certain documents, no information has come to their attention which would lead them to believe that the Official

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Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to the Appendices of the Official Statement or any other financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, and information about [the Policy,] book-entry or DTC contained in the Official Statement);

(12) A tax and nonarbitrage certificate of the District, in a form acceptable to Bond Counsel;

(13) [A certificate of the Master Developer, dated the Closing Date, in a form acceptable to Bond Counsel and addressed to the Underwriter, the School District and the District that the statements in the Official Statement under the caption ["THE DEVELOPMENT AND PROPERTY OWNERSHIP"] are accurate in all material respects and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading [Subject to further review];

(14) [An opinion addressed to the Underwriter, the District and the School District, by counsel to the Master Developer, to the effect that (i) based upon the appropriate good standing certificates, the Master Developer is duly organized and validly existing and in good standing as a limited liability company under the laws of the State of \_\_\_\_\_, and is qualified to do business in the State of California; (ii) the Master Developer has full power and authority to execute, deliver, and perform its obligations under the Developer Continuing Disclosure Undertaking, has duly authorized, executed, and delivered the Developer Continuing Disclosure Undertaking, and has authorized the performance of its respective duties and obligations thereunder; (iii) based upon a computerized litigation search, and other than as disclosed in the Official Statement, there is no litigation pending or threatened against or affecting the Master Developer (a) which affects or seeks to prohibit, restrain or enjoin the development by the Master Developer of the property owned by the Master Developer within the District, or (b) in which the Master Developer or any of the members of the Master Developer may be adjudicated as bankrupt or discharged from any or all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, or (c) which seeks to grant an extension of time to pay the Master Developer's debts, or (d) seeks to effect a reorganization or readjustment of the Master Developer's debts; and (iv) no information came to the attention of the Master Developer's Counsel which caused such counsel to believe that, as of the date of the Official Statement and the date of Closing, the statements contained in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP" relating to the Master Developer and the Development contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make such statements, in the light of the circumstances under which they were made, not misleading except that no opinion or belief need be expressed as to (i) any financial statements and other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, and (ii) any information about valuation, appraisals, absorption, or environmental matters;][Subject to further review]

(15) A certificate from \_\_\_\_\_ to the effect that (i) the Special Tax, if applied and collected in accordance with the terms set forth in the [Amended and Restated Rate and Method of Apportionment of Special Tax] of the District, would generate an amount at least equal to debt service on the Bonds, (ii) the Special Taxes, if collected in the maximum amounts

permitted pursuant to the Amended and Restated Rate and Method of Apportionment of Special Tax on the date hereof, would generate at least \_\_\_% of the maximum debt service on the Bonds, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (iii) the information supplied by such firm for use in the sections captioned ["SECURITY FOR THE SERIES 2005 BONDS - The Special Taxes," "- Amended and Restated Rate and Method of Apportionment of Special Tax" and "- Special Tax Levy,"] of the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(16) A letter from \_\_\_\_\_ (the "Appraiser") to the effect that it has prepared the appraisal report on the property located within the District and that (a) the summary of the report, in the form set forth in Appendix \_\_\_ to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) neither the summary in Appendix \_\_\_ nor the information under the captions ["SECURITY FOR THE SERIES 2005 BONDS" and "SPECIAL RISK FACTORS - Appraised Values"] contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion set forth in its report;

(17) An opinion, satisfactory in form and substance to the Underwriter, of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the Trustee, and the District, to the effect that:

- (i) Due Organization and Existence - The Trustee is a duly organized and validly existing national banking association in good standing under the laws of the United States of America and has full power and authority to undertake the trust of the Indenture [and enter into the Continuing Disclosure Agreement]
- (ii) Corporate Action - The Trustee has duly authorized, executed and delivered the Indenture and the Continuing Disclosure Agreement and by all proper corporate action has authorized acceptance of the duties of the Trustee under the Indenture [and as the dissemination agent under the Continuing Disclosure Agreement];
- (iii) Due Authorization, Execution and Delivery - Assuming the corporate power and legal authority of, and the due authorization, execution and delivery by the other parties to the Indenture [and the Continuing Disclosure Agreement], such agreements are valid, legal and binding obligations of the Trustee, enforceable against the Trustee in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(18) A Certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, in form and substance satisfactory to the Underwriter, to the effect that:

- (i) Due Organization and Existence - The Trustee is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to

enter into and perform its duties under the Indenture [and as dissemination agent under the Continuing Disclosure Agreement];

- (ii) Corporate Action - The Trustee is duly authorized to enter into the Indenture and the Continuing Disclosure Agreement and, when executed by the other parties thereto, the Indenture and the Continuing Disclosure Agreement will constitute legal, valid and binding obligations of the Trustee enforceable in accordance with their terms;
- (iii) Authentication of Bonds - The Bonds have been duly authenticated pursuant to direction from the District;
- (iv) No Breach or Default - The Trustee is not in breach of or default under any law or administrative rule or regulation of the United States of America or of any department, division, agency or instrumentality thereof, or any applicable court or administrative decree or order, or any other instrument to which the Trustee is a party or is otherwise subject or bound and which would materially impair the ability of the Trustee to perform its obligations under the Indenture and the Continuing Disclosure Agreement; provided, however, that the Trustee need not certify to compliance with any federal or state securities laws;
- (v) No Litigation - No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been served on the Trustee or, to the best of its knowledge, threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the application of the proceeds of the Bonds in accordance with the Indenture, or in any way contesting or affecting the validity or enforceability of the Indenture; and
- (vi) No Conflict - The execution and delivery by the Trustee of the Indenture and the Continuing Disclosure Agreement, and compliance with the terms thereof will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties, or (except with respect to the lien of the Special Taxes or the Indenture) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee.

(19) Certified copies of the excerpts of the Bylaws of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture and the Continuing Disclosure Agreement; and

(20) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of

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the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the District's representations and warranties contained herein and the due performance or satisfaction by the District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the District in connection with the transactions contemplated hereby and by the Resolution and the Official Statement.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 6 hereof shall continue in full force and effect.

5. Conditions of the District's Obligations. The District's obligations hereunder are subject to the Underwriter's performance of their obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the District executing the certificate referred to in Section 4(c)(9) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Resolution, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement or the existence of powers of the District; and

(b) As of the Closing Date, the District shall receive (i) the approving opinions of Bond Counsel referred to in Section 4(c)(6) hereof, dated as of the Closing Date, addressed to the District, together with a reliance letter addressed to the Underwriter and (ii) the supplemental opinion of Bond Counsel referred to in Section 4(c)(7) hereof, dated as of the Closing Date.

6. Expenses.

Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the District shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the District's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing (and/or word processing and reproduction), distribution and delivery of the Indenture, the Developer Continuing Disclosure Undertaking, the Continuing Disclosure Agreement and all other agreements and documents contemplated hereby (and drafts of any thereof); the cost of printing the Preliminary Official Statement and the Official Statement in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the fiscal agent and registrar for the Bonds, fees and expenses of Bond Counsel, counsel to the Underwriter and any accountants, engineers or any other experts or consultants the School District or the District have retained in connection with the Bonds; and

(b) The District shall be under no obligation to pay, and the Underwriter shall pay, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws;

CDIAC fees and all other expenses incurred by the Underwriter in connection with their public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including any advertising expenses.

7. Notices. Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing to the Western Placer Unified School District 810 J Street, Lincoln, California 95648, Attention: Superintendent; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Banc of America Securities LLC, 300 South Grand Avenue CA9-704-19-19 Los Angeles, California 90071, Attention: Scott Gorzeman.

8. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the District set forth in or made pursuant to this Bond Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the District and regardless of delivery of and payment for the Bonds.

10. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the District and shall be valid and enforceable as of the time of such acceptance. This Bond Purchase Agreement may be signed in counterparts by each party.

11. No Prior Agreements. This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.



12. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

Very truly yours,

BANC OF AMERICA SECURITIES LLC

By: \_\_\_\_\_  
Authorized Representative

ACCEPTED: \_\_\_\_\_, 2005

COMMUNITY FACILITIES DISTRICT NO. 1  
OF THE WESTERN PLACER UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Authorized Representative

**EXHIBIT A**

**MATURITY SCHEDULE**

**\$ \_\_\_\_\_  
COMMUNITY FACILITIES DISTRICT NO. 1  
OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT  
SPECIAL TAX BONDS, SERIES 2005**

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
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\$ \_\_\_\_\_ % Term Bonds due September 1, \_\_\_\_ – Priced to Yield \_\_\_\_\_ %

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.28 of the  
Western Placer Unified School District  
Acting as the Legislative Body of the  
Community Facilities District No. 1 of the  
Western Placer Unified School District  
Making Findings Pursuant to the California  
Government Code

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.28 of the Western Placer Unified School District Acting as the Legislative Body of the Community Facilities District No. 1 of the Western Placer Unified School District Making Findings Pursuant to the California Government Code.

7.6

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN  
PLACER UNIFIED SCHOOL DISTRICT ACTING AS LEGISLATIVE  
BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT MAKING  
FINDINGS PURSUANT TO THE CALIFORNIA GOVERNMENT CODE**

**WHEREAS**, the Western Placer Unified School District (the "School District") has formed the Community Facilities District No. 1 of the School District (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5, Division 2, Title 5 (commencing with Section 53311) of the California Government Code (the "Act") in order to finance and reimburse the acquisition and construction of various public facilities benefiting the District;

**WHEREAS**, in order to assist the District in financing and reimbursing the acquisition and construction of various public facilities benefiting the District, the District proposes to sell its Special Tax Bonds, Series 2005 (the "Bonds") pursuant to the Indenture, by and between the District and U. S. Bank National Association, as trustee, dated as of May 1, 2005 (the "Indenture");

**WHEREAS**, Section 53345.8 of the Act requires that indebtedness represented by the Bonds (the "Indebtedness") may be incurred only if this Board either (1) determines prior to the award of sale of bonds that the value of the real property (the "Real Property") subject to the special taxes to be levied by the District to pay the principal of and interest on the Indebtedness will be at least three times the principal amount of the Indebtedness and any other indebtedness secured by such special taxes, such determination to be based on (x) an assumption that the maximum allowable tax or assessment applicable to the Real Property will be levied until the date of maximum maturity of the Indebtedness, and (y) the full cash value of the Real Property, as shown on the *ad valorem* assessment roll for the District or upon an appraisal of the Real Property, or (2) finds and determines that the Indebtedness does not present any unusual credit risk due to the availability of credit enhancement (such as bond insurance) or for other reasons specified by this Board;

**WHEREAS**, the District expects to receive a commitment from a municipal bond insurer to insure the payment of principal and interest on the Bonds;

**WHEREAS**, as of the date that the Bonds are issued, the Bonds will be the only indebtedness secured by special taxes to be levied by the District;

**WHEREAS**, there has been presented to this Board of Trustees an analysis by Caldwell Flores Winters, Inc., the District's financial advisor, of the full cash value of the Real Property as shown on the FY 2004-05 *ad valorem* assessment roll of the County of Placer which shows the value of the Real Property to be in excess of three times the aggregate principal amount of the Bonds.

**NOW, THEREFORE**, this Board of Trustees acting as the legislative body for the District (the "Board") does find, resolve, determine and order as follows:

Section 1. This Board finds and determines that, based upon the full cash value of the property shown on the FY 2004-05 *ad valorem* assessment roll of the County of Placer, the value of the Real Property will be at least three times the aggregate principal amount of the Bonds, and that the Bonds do not present any unusual credit risk due to the bond insurance to be provided by a municipal bond insurer.

Section 2. The members of the Board, the officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents, instruments and certificates, as may be necessary to effectuate the purposes of this Resolution.

This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was on the 19th day of April, 2005, adopted by the Board of Trustees of the Western Placer Unified School District acting as legislative body of the Community Facilities District No. 1 of the Western Placer Unified School District.

BOARD OF TRUSTEES OF THE  
WESTERN PLACER UNIFIED SCHOOL  
DISTRICT, acting as the legislative body of  
Western Placer Unified School District  
Community Facilities District No. 1

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF PLACER )

I, Dennis Sonnenburg, President of the Board of Trustees of the Western Placer Unified School District (the "Board") does hereby certify that the foregoing Resolution was duly adopted by the Board of said Western Placer Unified School District acting as the legislative body for the Community Facilities District No. 1 at a meeting of said Board held on the 19<sup>th</sup> day of April, 2005, and that it was so adopted by the following vote:

AYES: MEMBERS:

\_\_\_\_\_

\_\_\_\_\_

NOES: MEMBERS:

\_\_\_\_\_

\_\_\_\_\_

ABSTAIN: MEMBERS:

\_\_\_\_\_

\_\_\_\_\_

ABSENT: MEMBERS:

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President of the Board of Trustees

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.29 of the  
Western Placer Unified School District  
Declaring the Results of the Special  
Election Held on March 23, 2005 and  
Ordering the Annexation of Territory  
Community Facilities District No. 1.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

The attached resolution declares that 32 out of the 32 votes received from the Foskett Ranch landowners voted in the affirmative to annex into the Community Facilities District No. 1.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.29 of the Western Placer Unified School District declaring the results of the special election held on March 23, 2005 and ordering the annexation of territory Community Facilities District No. 1.

**RESOLUTION NO. 04-05.29**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER  
UNIFIED SCHOOL DISTRICT DECLARING THE RESULTS OF THE SPECIAL  
ELECTION HELD ON MARCH 23, 2005, AND ORDERING THE ANNEXATION OF  
TERRITORY COMMUNITY FACILITIES DISTRICT NO. 1**

WHEREAS, in proceedings heretofore conducted by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "School District"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Board on March 15, 2005 adopted Resolution No. 04/05.20 which resolution called a special election within the territory proposed to be annexed to the School District's Community Facilities District No. 1 (the "District");

WHEREAS, pursuant to the terms of the resolution, the special election was held on March 23, 2005, and the Superintendent has duly canvassed the returns of the election and has filed with this Board a statement of all votes cast at the election showing the whole number of votes cast within such territory and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, his certificate as to the correctness of the statement (the "Statement of Election Results"), a copy of which is attached hereto as Exhibit A;

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

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

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

**BALLOT MEASURE**

Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 04/05.16 adopted by the Board of Trustees of the Western Placer Unified School District on February 1, 2005, which resolution is incorporated herein by reference, within the territory identified on the map entitled "Annexation Map # 2005-1 of Community Facilities District No. 1991-1?"

Total Votes

YES:      NO:

32

7.7.1



Section 3. Votes Cast. The total number of votes cast in the District at the election was 32.

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

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

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

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

Section 8. CEQA Finding. The Board hereby determines that the annexation of territory to the District is not a project as defined under the provisions of the California Environmental Quality Act ("C.E.Q.A.") pursuant to Section 15378 of the C.E.Q.A. guidelines and directs the District staff to file a notice of exemption in substantially the form attached hereto and marked exhibit "B".

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on April 19, 2005, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Board President

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

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

7.7.2

## STATEMENT OF RESULTS OF ELECTION

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

1. On March 23, 2005, at 4:00 p.m., at the School District's offices, 810 J Street, Lincoln, California, I canvassed the returns of the election called for on March 23, 2005, in the territory proposed to be annexed to the Western Placer Unified School District's Community Facilities District No.1 on the measure set forth below.

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

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

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

### **BALLOT MEASURE:**

Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 04/05.16 adopted by the Board of Trustees of the Western Placer Unified School District on February 1, 2005, which resolution is incorporated herein by reference, within the territory identified on the map entitled "Annexation Map # 2005-1 of Community Facilities District No. 1991-1?"

	Qualified Landowner Votes	Votes Cast	YES	NO
Western Placer Unified School District Community Facilities District No.1 Special Tax Election March 23, 2005	321	32	32	0

Date: \_\_\_\_\_, 2005.

\_\_\_\_\_  
Roger R. Yohe  
Superintendent  
Western Placer Unified School District

## NOTICE OF EXEMPTION

TO: County Clerk  
County of Placer  
2954 Richardson Drive  
Auburn, CA 95603

FROM: Western Placer Unified School District  
800 J Street  
Lincoln, CA 95648

Project Title:

Annexation 2005-1 of Territory to Western Placer Unified School District Community Facilities District No. 1

Project Location -- Specific:

Territory within the Western Placer Unified School District, Foskett Ranch

Project Location -- County:

Placer County

Description of Nature, Purpose and Beneficiaries of Project:

Annexation of territory into an existing community facilities district for the purpose of establishing a funding mechanism to pay for the construction of public school facilities. Beneficiary is the Western Placer Unified School District.

Name of Public Agency Approving and Carrying Out Project:

Western Placer Unified School District

Exempt Status:

Categorically exempt (CEQA Guidelines section 15378).

Reasons Why Project is Exempt:

The District finds that the annexation of territory to an existing community facilities district is not a "project" as defined in CEQA.

Contact Person:

Jay Stewart

Area Code

916

Telephone

645-6387

A certified copy of Resolution No. 04/05.29 which is the document of exemption finding, is attached.

This notice of exemption is filed by the public agency approving the project.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date Received

for Filing: \_\_\_\_\_

CERTIFICATION

I, Roger R. Yohe, Superintendent and Secretary of the Board of Trustees of the Western Placer Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on April 19, 2005, of which meeting all the members of the Board had due notice and at which a majority thereof were present. At the meeting the resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

\_\_\_\_\_  
Roger R. Yohe Superintendent,  
Western Placer Unified School District

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

<b>MISSION STATEMENT:</b> Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>
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 04/05.30 of the  
Western Placer Unified School District  
Adopting an Ordinance Levying and  
Apportioning the Special Tax in Territory  
Within the Boundaries of the Western Placer  
Unified School District Community Facilities  
District No. 1 as Provided in Resolution No.  
04/05.29.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

April 19, 2005

---

**BACKGROUND:**

The attached resolution authorizes the District to levy a special tax on the annexed Fosket Ranch subdivision.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 04/05.30 of the Western Placer Unified School District adopting an ordinance levying and apportioning the special tax in territory within the boundaries of the Western Placer Unified School District Community Facilities District No. 1 as Provided in Resolution No. 04/05.29.

**RESOLUTION NO. 04/05.30**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT ADOPTING  
AN ORDINANCE LEVYING AND APPORTIONING THE  
SPECIAL TAX IN TERRITORY WITHIN THE BOUNDARIES OF  
THE WESTERN PLACER UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1 AS PROVIDED IN  
RESOLUTION NO. 04/05.29**

**WHEREAS**, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), has established the Western Placer Unified School District Community Facilities District No. 1 ("CFD No. 1") pursuant to Resolution No. 91/91.23, duly adopted on December 9, 1991, for the purpose of providing for the financing of certain school facilities in and for the District, the levying of the special tax in the CFD No. 1 at the rate and according to the method of apportionment described in the Resolution; and the authority to incur bonded indebtedness;

**WHEREAS**, the Board has annexed certain territory into CFD No. 1 pursuant to Resolution No. 04/05.29, duly adopted on April 19, 2005 (the "Resolution"), for the purpose of providing for the financing of certain school facilities in and for the District, the levying of the special tax in the CFD No. 1 at the rate and according to the method of apportionment described in the Resolution; and the authority to incur bonded indebtedness; and

**WHEREAS**, at an election held in the territory of the CFD No. 1 on March 23, 2004, the qualified electors (landowners) of the territory proposed to be annexed into CFD No. 1 authorized the levy of the special tax described in the Resolution.

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

1. **Recitals.** The foregoing recitals are true and correct.
2. **Levy of Special Tax.** Pursuant to Section 53340 of the Government Code of the State of California, the special tax is hereby levied at the maximum rates specified in the Resolution and is hereby apportioned in the manner specified in the Resolution.
3. **Collection of the Special Tax.** Pursuant to Section 53340 of the Government Code of the State of California, the special tax shall be collected by the Tax Collector of the County of Placer in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes.
4. **Claims for Refund of the Special Tax.** Claims for refund of the tax shall comply with the following and any additional procedures as established by the Board:

(a) All claims shall be filed with the Superintendent of the Western Placer Unified School District no later than one year after the date the tax was paid. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the Board as a prerequisite to bringing suit thereof.

(b) Pursuant to Government Code Section 935(b), the claim shall be subject to the provisions of Government Code Sections 945.6 and 946.

(c) The Board shall act on a timely claim within the time period required by Government Code Section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the Board, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the Board shall be final.

5. **Effective Date of Ordinance.** This Ordinance shall take effect 30 days after its adoption.

6. **Publication of Ordinance.** The Secretary of the Board is hereby directed to cause this Ordinance to be published within fifteen (15) days after its adoption in *The Appeal Democrat*, a newspaper of general circulation in CFD No. 1.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on April 19, 2005, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Board President

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

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

## CERTIFICATION

I, Roger R. Yohe, Secretary of the Board of Trustees of the Western Placer Unified School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on April 19, 2005, of which meeting all the members of the Board had due notice and at which a majority thereof was present. At the meeting the resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

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

Date: April 19, 2005

\_\_\_\_\_  
Roger R. Yohe, Secretary of the  
Board of Trustees  
Western Placer Unified School District