

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

**MEMBERS OF THE GOVERNING BOARD**

**Karen Roberts, President**  
**Paul Long, Vice President**  
**Marcia Harris, Clerk**  
**Earl Mentze, Member**

**ADMINISTRATIVE/MANAGEMENT PERSONNEL**

Roger R. Yohe, District Superintendent  
 Jay M. Stewart, Assistant Superintendent, Business Services  
 Scott Leaman, Assistant Superintendent, Educational Services  
 Bob Noyes, Director, Human Services,  
 Linda Pezanoski, Principal, Sheridan Charter School  
 John Bliss, Principal, Carlin C. Coppin Elementary School  
 Ken Gammelgard , Principal, Creekside Oaks Charter Elementary School  
 Susan Taxara, Vice Principal, Creekside Oaks Charter Elementary School  
 Ruben Ayala, Principal, First Street School/District Bilingual Coordinator  
 Mary Boyle, Principal, Glen Edwards Middle School  
 Mike Doherty, Assistant Principal, Glen Edwards Middle School  
 David Butler, Principal, Lincoln High School  
 Janice Smith, Assistant Principal, Lincoln High School, Principal, LHSN  
 Stacy Brown, Vice Principal, Lincoln High School/Glen Edwards Middle School  
 John Wyatt, Principal, Phoenix High School, Adult Ed.  
 Tracy Murphy, Director, Special Education  
 Trudy Wilson, Director, Business Services  
 Frank Nichols, Director of Maintenance and Facilities  
 Bob Nelson, Transportation Coordinator  
 Jeff Dardis, Food Service Director  
 Chuck Youtsey, Technology Coordinator

**STUDENT ENROLLMENT**

<u>School</u>	<u>8/27/03</u>	<u>9/4/03</u>
Sheridan Charter School (K-8)	164	168
Sheridan School Independent Study (SSIS)		26
First Street School	576	576
Carlin C. Coppin Elementary (K-5)	564	566
Creekside Oaks Elementary (K-5)	674	677
Glen Edwards Middle (6-8)	929	928
Lincoln High School/Lincoln North	1029	1027
Phoenix High School	66	63
PCOE Home School		8
<b>TOTAL:</b>	<b>4002</b>	<b>4039</b>
<u>Phoenix Infant/Toddler</u> 20	<u>Kindergarten Readiness:</u> 31	
<u>Preschool/Head Start</u>		
First & J Streets 22		
Sheridan Program 22		
Carlin Coppin Program 22		
<b><u>Adult School</u></b>		
Citizenship/ESL >		
Evening Classes		
Adult Ed. Child Care		

**GLOBAL DISTRICT GOALS**

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
SEPTEMBER 16, 2003, 7:00 P.M.  
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING  
790 “J” STREET, LINCOLN, CA**

**AGENDA**

**2003-2004 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

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

**CLOSED SESSION AGENDA**

1. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
  - a. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student #03/04 (A)
  - b. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student # 01/02 (A) – Re-Entry
  - c. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student # 01/02 (O) - Re-Entry
2. **ADJOURNMENT OF CLOSED SESSION**

**6:15 P.M. TOUR OF LINCOLN HIGH SCHOOL FACILITY**

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

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY**
  - The Board of Trustees will disclose any action taken in Closed Session regarding the following items:
- 2.1 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
  - a. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student #03/04 (A)

- b. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student # 01/02 (A) – Re-Entry
- c. Student Discipline/Expulsion Pursuant To E.C. 48918  
Student # 01/02 (O) - Re-Entry

**2.2 DISCLOSURE OF AUGUST 20, 2003 CLOSED SESSION ITEM –  
ANNUAL EVALUATION OF THE SUPERINTENDENT**

**3. SPECIAL ORDER OF BUSINESS**

**3.1 LINCOLN HIGH SCHOOL FEATURED**

- Instructors from Lincoln High School will explain their programs:  
Katrina Short, Interior Design; Brett Lewis, A.P. U.S. History; Sheila  
Allen and Joanne Dietz, Freshman English.

**3.2 SITE BASED LEADERSHIP TEAM INTRODUCTION AND  
REPORT**

- Jay Bietz, SBLT President, will present a general overview of the SBLT  
activities at Lincoln High School.

**4. CONSENT AGENDA**

**NOTICE TO THE PUBLIC**

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

**4.1 Ratification of Personnel Items**

- a. Certificated: None
- b. Classified Employment:
  - ~Rhonda Brauning, Food Service Assistant (.13), LHS
  - ~Marilyn Courage, Campus/Cafeteria Supervisor (.25), Sheridan
  - ~Charlene Emerson, School Office Clerk II (.75), LHS
  - ~Celina Harvey, Bus Driver (.51), District
  - ~Doris Lamb, Bus Driver (.50), District
  - ~Peggy Nevarez, Instructional Aide (.50), LHS

**4.2 Certification of the Western Placer Unified School District's Routine  
Restricted Maintenance Account**

**5. COMMUNICATION FROM THE PUBLIC**

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

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

**6. REPORTS & COMMUNICATION**

- 6.1 Student Advisory – Karin Harrington
- 6.2 Western Placer Teacher's Association – Kris Knutson
- 6.3 Western Placer Classified Employee Association – Nancy Griffin
- 6.4 Superintendent –
- 6.5 Assistant Superintendent(s)
  - 6.5.1 Jay M. Stewart
    - a. Facilities Focus
  - 6.5.2 Scott Leaman
    - a. Program Focus Area: Glen Edwards Middle School Program Improvement Appeal
  - 6.5.3 Bob Noyes, Personnel Director
    - a.

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

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

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

**7.1 (D/A) ADMINISTRATION OF HEALTHY KIDS SURVEY –  
Leaman (03/04 Goals, Component 1)**

•Sections A and B of the survey are mandatory for 5<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> grade students. The district has an interest in administering Section C to 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> grades to obtain specific drug of choice and safety information. Approval is being requested.

- 7.2 (D/A) APPROVAL OF RESOLUTION 03/04.09 CALLING AN ELECTION TO SUBMIT THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 TO THE QUALIFIED ELECTORS - Stewart (03/04 G &O, Components V)**  
•This resolution authorizes the District to conduct a landowner election to determine if the Stage Coach Run subdivision will be annexed into the Community Facilities District.
- 7.3 (D/A) APPROVAL OF THE FY 2002-2003 STATE FINANCIAL REPORTS – Stewart (03/04 G &O, Components V)**  
•The FY 2002-2003 State unaudited financial reports will be presented to the Board of Trustees.
- 7.4 (D/A) APPROVAL OF RESOLUTION 03/04.10 APPROVING THE EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION ON BEHALF OF THE DISTRICT AND OTHER MATTERS RELATED THERETO – Stewart (03/04 G &O, Components V)**  
•This resolution supports the form of the Reimbursement Agreement and the Irrevocable Letter of Credit for the issuance of Certificates of Participation.
- 7.5 (D/A) ADOPTION OF GOVERNMENT CODE 910.4 CLAIM FORM – Stewart (03/04 G &O, Components V)**  
•This form needs to be adopted by the District's Board of Trustees. Once this form is adopted, all claims for damages against the District must be submitted on the adopted form.
- 7.6 (D/A) APPROVAL OF ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES EMPLOYMENT CONTRACT – Stewart (03/04 G &O, Components V)**  
•This employment contract clarifies eighteen-month buy-out and maintains current aspects of the position with the following additions: 1.50% salary increase paid retroactively to July 1, 2002. \$50.00 increase to the District TSA employer contribution. For 03-04: 2.00% salary increase effective July 1, 2003. \$50.00 increase to the District's TSA employer contribution.

**7.7 (D/A) APPROVAL OF ASSISTANT SUPERINTENDENT OF  
EDUCATIONAL SERVICES EMPLOYMENT CONTRACT**

**– Leaman** (03/04 G &O, Components V)

- This employment contract clarifies eighteen-month buy-out and maintains current aspects of the position with the following additions: 1.50% salary increase paid retroactively to July 1, 2002. \$50.00 increase to the District TSA employer contribution. For 03-04: 2.00% salary increase effective July 1, 2003. \$50.00 increase to the District's TSA employer contribution.

**7.8 (D/A) APPROVAL OF REVISION TO AR 5123  
PROMOTION/ACCELERATION/RETENTION - Leaman**

(03/04 Goals, Component 1)

- The major change to this Administrative Regulation is the consequence for students in sixth and seventh grade that do not meet promotion criteria.

**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

**8.2 DISCUSSION OF POSSIBILITY OF A PAPERLESS BOARD  
MEETING**

**8.3 BOARD MEMBER REPORTS**

Regular Meeting of the Board of Trustees  
September 16, 2003  
Agenda

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

- The President will establish the following meeting(s):  
    >October 7, 2003, 7:00 p.m. Lincoln High School Performing Arts  
    Building

**10. ADJOURNMENT OF REGULAR SESSION**

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

Posted: 9/11/03  
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DISCLOSURE  
OF ACTION  
TAKEN IN  
CLOSED SESSION,  
IF ANY



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

**PLACE:**        **Administrative Conference Room – 810 J Street**  
**DATE:**        **September 16, 2003**  
**TIME:**        **5:30 p.m.**

1.     LICENSE/PERMIT DETERMINATION
2.     SECURITY MATTERS
3.     CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4.     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
5.     CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
6.     LIABILITY CLAIMS
7.     THREAT TO PUBLIC SERVICES OR FACILITIES
8.     PERSONNEL
  - PUBLIC EMPLOYEE APPOINTMENT
  - PUBLIC EMPLOYEE EMPLOYMENT
  - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
  - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
  - COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
9.     CONFERENCE WITH LABOR NEGOTIATOR
10.    STUDENTS
  - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
  - STUDENT PRIVATE PLACEMENT
  - INTERDISTRICT ATTENDANCE APPEAL
  - STUDENT ASSESSMENT INSTRUMENTS
  - STUDENT RETENTION APPEAL, Pursuant to BP 5123

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

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

**BOARD OF TRUSTEE GLOBAL DISTRICT GOALS**

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

**COMPLIANCE CHECK LIST**

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
FACT SHEET**

**SUBJECT:**

Student Discipline/Expulsion  
Student 03-04A

**AGENDA ITEM AREA:**

Disclosure of action taken in  
closed session

**REQUESTED BY:**

John Wyatt  
District Hearing Officer

**ENCLOSURES:**

**MEETING DATE:**

September 162003

**BACKGROUND:**

The Board of Trustees will disclose any action taken during closed session in  
Regards to the expulsion of Student #03-04 A

**SUPERINTENDENT'S RECOMMENDATION:**

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

*q.1a*

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

**BOARD OF TRUSTEE GLOBAL DISTRICT GOALS**

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
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4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

**COMPLIANCE CHECK LIST**

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
FACT SHEET**

**SUBJECT:**

Student Discipline/Expulsion  
Re-Entry  
Student #01-02 A

**AGENDA ITEM AREA:**

Disclosure of action taken in closed session

**REQUESTED BY:**

John Wyatt  
District Hearing Officer

**ENCLOSURES:**

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

2.16.

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

**BOARD OF TRUSTEE GLOBAL DISTRICT GOALS**

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2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

**COMPLIANCE CHECK LIST**

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

Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
FACT SHEET**

**SUBJECT:**

Student Discipline/Expulsion  
Re-Entry  
Student #01/02 O

**AGENDA ITEM AREA:**

Disclosure of action taken in closed session

**REQUESTED BY:**

John Wyatt  
District Hearing Officer

**ENCLOSURES:**

**MEETING DATE:**

September 16, 2003

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**BACKGROUND:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

2.1 c

<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>	<b>COMPLIANCE CHECK LIST</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 (UP) ____ 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 ____ Program Sign Off by S. Leaman ____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	SBLT Involvement ____ Initial
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	

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

**SUBJECT:**

Disclosure of August 20, 2003  
Closed Session  
Annual Evaluation of the  
Superintendent

**AGENDA ITEM AREA:**

DISCLOSURE OF ACTION TAKEN  
IN CLOSED SESSION, IF ANY

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

- The Board of Trustees will disclose action taken on this item in Closed Session held on August 20, 2003.

**SUPERINTENDENT'S RECOMMENDATION:**

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

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2.2

**SPECIAL  
ORDER  
OF  
BUSINESS**

**MISSION STATEMENT:** Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World  
**BOARD OF TRUSTEE GLOBAL DISTRICT GOALS**

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

**COMPLIANCE CHECK LIST**

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

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

**SUBJECT:**

Lincoln High School Featured

**AGENDA ITEM AREA:**

SPECIAL ORDER OF BUSINESS

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

Memo

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

- Instructors from Lincoln High School will explain their programs: Katrina Short, Interior Design; Brett Lewis, A.P. U.S. History; Sheila Allen and Joanne Dietz, Freshman English.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees enjoy the presentation by Lincoln High School staff.

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**TO:** Eva Mc Guire  
**FROM:** Dave Butler  
**DATE:** September 8, 2003  
**RE:** Board Meeting (September 16)

Lincoln High School will have the following instructors explain their programs:

Katrina Short	Interior Design
Brett Lewis	A.P. U.S. History
Sheila Allen &	Freshman English
Joanne Dietz	

Jay Bietz, SBLT President, will present a general overview of the SBLT activities at Lincoln High School

31.1

# ***Interior Design***

## ***Course Outline***

- **Interior Design Careers**
- **Color Theory:** cultural symbolism of color, psychological impact of color, color schemes (monochromatic, complimentary, analogous)
- **Furniture:** Grecian-Roman, Gothic (England, French, Italy), Renaissance (Italian, Spanish), French (Louis XIII-Flemish, Louis XIV-Baroque, Louis XV-Rococo), William and Mary, Queen Anne, Chippendale, Adam, Hepplewhite, Sheraton, English Regency, American Colonial & Federal, Victorian, Arts & Crafts (Mission), Art Nouveau, Art Deco, Chinese, Eclectic
- **Space Planning:** Understanding traffic flow and placement, aesthetics vs. function
- **Introduction to Rendering:** Rendering of woods, glass, mirrors, brick, stone, etc.
- **The Elements** (line, form, shape, texture, value, color) **& Principles** (emphasis, rhythm and movement, balance, unity and variety, pattern, proportion, contrast) **of Design**
- **Introduction to Drafting and Perspective Drawing:** Basic skills using T-square, scale, triangle, one point & two point perspective
- **Textiles:** Intro to leather, silks, cotton, wool, nylon, polyester, tencel, synthetics, etc.
- **Lighting:** Incorporating Lighting that is both functional and aesthetic
- **Window Treatments**
- **Wall Treatments**
- **Floor Coverings**
- **Visual Boards:** Presentation of ideas to client with floor plan, perspective drawing, photographs or magazine cutouts, fabric swatches, and identification of period pieces

## ENGLISH 9

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

## ENGLISH 9 Honors

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

## English 10

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

## English 10A

First Semester	Second Semester
<p>Outside Reading – 600 pages per trimester</p> <p>Silent Sustained Reading – 15-20 minutes per period.</p> <p>Jane Schaffer Writing Unit</p> <p>Grammar, Punctuation, Spelling, Usage</p> <p>CAT/HSEE Spelling/Vocabulary Words</p>	<p>Outside Reading – 600 pages per trimester</p> <p>Silent Sustained Reading – 15-20 minutes per period.</p> <p>Jane Schaffer Writing Unit</p> <p>Grammar, Punctuation, Spelling, Usage</p> <p>CAT/HSEE Spelling/Vocabulary Words</p>
<p><b>Literature</b></p> <p><u>Oedipus Rex</u></p> <p><u>Canterbury Tales</u></p> <p><u>Paradise Lost</u></p> <p>Mythology</p> <p>Selected short stories, poetry, nonfiction in <u>Language of Literature</u></p>	<p><b>Literature</b></p> <p><u>Antigone</u></p> <p><u>A Tale of Two Cities</u></p> <p><u>A Separate Peace</u></p> <p>Selected short stories, poetry, nonfiction in <u>Language of Literature</u></p>

## English 11

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

## American Literature

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



## English 12

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

## A. P. English

First Semester	Second Semester
<p>Silent Sustained Reading – 15-20 minutes per period</p> <p>Jane Schaffer Writing Unit</p> <p>Grammar, Punctuation, Spelling, Usage</p>	<p>Silent Sustained Reading – 15-20 minutes per period</p> <p>Jane Schaffer Writing Unit</p> <p>Grammar, Punctuation, Spelling, Usage</p>
<p><b>Literature</b></p> <p><u>Beowulf</u></p> <p><u>Canterbury Tales</u></p> <p><u>Grapes of Wrath</u></p> <p><u>Crime and Punishment</u></p> <p><u>Jane Eyre</u></p> <p><u>Everyman</u></p> <p><u>Sir Gawain and the Green Knight</u></p> <p><u>Dr. Faustus</u></p> <p><u>Othello</u></p>	<p><b>Literature</b></p> <p><u>Rape of the Lock</u></p> <p><u>Pride and Prejudice</u></p> <p><u>Wuthering Heights</u></p> <p><u>The Glass Menagerie</u></p> <p><u>Invisible Man</u></p> <p>Comprehensive study of poetry</p>

## ENGLISH 9 Reading

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

## Intermediate Reading

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

## Advanced Reading

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

## CALIFORNIA STANDARDS

	<b>2003</b>	<b>2002</b>
ENGLISH 9	343.7	322.4
ENGLISH 10	334	331.4
ENGLISH 11	340.6	318.2

## PERCENT ADVANCED/PROFICIENT (A/P) OR BELOW BASIC/FAR BELOW BASIC (BB/FBB)

<b>2003</b>	<b>A/P</b>	<b>BB/FBB</b>	<b>2002</b>	<b>A/P</b>	<b>BB/FBB</b>
ENG 9	48	22		33	39
ENG 10	37	29		33	24
ENG 11	41	23		32	42

## CAT 6 RESULTS

	<b>2003</b>	<b>2002</b>
ENG 9		
READING	48	40
LANGUAGE	43	52
ENG 10		
READING	53	40
LANGUAGE	56	49
ENG 11		
READING	54	40
LANGUAGE	54	49

<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>	<b>COMPLIANCE CHECK LIST</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 (UP) ____ 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.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	SBLT Involvement ____ Initial

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

**SUBJECT:**

Lincoln High School  
SBLT Report

**AGENDA ITEM AREA:**

SPECIAL ORDER OF BUSINESS

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

- Jay Bietz, SBLT President, will present a general overview of the SBLT activities at Lincoln High School.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees enjoy the presentation by the Lincoln High School SBLT President.

Eva\h:\wpfiles\Board\format2

3.2

CONSENT

AGENDA

ITEMS



MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success In an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ 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 <u>BA</u> Program Sign Off by S. Leaman _____ SBLT Involvement _____ Initial _____

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

**SUBJECT:**

Ratification of Classified  
Employment

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Bob Noyes BA  
Director, Human Services

**ENCLOSURES:**

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

The Board of Trustees will consider ratification of employment of:

Rhonda Brauning – Food Service Assistant (.13) - LHS  
Marilyn Courage – Campus/Cafeteria Supervisor (.25) – Sheridan  
Charlene Emerson – School Office Clerk II (.75) – LHS  
Celina Harvey – Bus Driver (.51) – District  
Doris Lamb – Bus Driver (.50) – District  
Peggy Nevarez – Instructional Aide (.50) – LHS

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends ratification of employment of the individuals listed above.

4.1 b

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

<b>MISSION STATEMENT:</b> The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.	
<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:**

Certification of the Western Placer Unified School District's Routine Restricted Maintenance Account.

**SUBJECT AREA:**

Consent Agenda

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

September 16, 2003

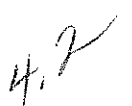
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**BACKGROUND:**

The State of California Education Code Section 17714 requires Districts to establish within its General Fund a restricted account for the exclusive purpose of providing funding for regular and routine maintenance of school buildings. The minimum amount of the restricted account is equal to 2 percent of the General Fund budget. The District's restricted maintenance account satisfies this requirement.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve the certification of the Western Placer Unified School District's Routine Restricted Maintenance Account.



**ROUTINE RESTRICTED MAINTENANCE ACCOUNT CERTIFICATION**

SAB 270 (REV 09/99)

SCHOOL DISTRICT

Western Placer Unified

COUNTY

Placer

DATE OF ACTION

September 16, 2003

In accordance with provisions of the State of California Education Code Section 17014, the Governing Board of the Western Placer Unified School District hereby approves and adopts the action described below:

- THE DISTRICT is operating a Routine Restricted Maintenance Account.
- THE DISTRICT has budgeted to earmark the required minimum of two percent of the District's General Fund Budget for the ~~2001~~ 2002 /20 03 fiscal year.

GENERAL FUND BUDGET	TOTAL	TWO PERCENT AMOUNT
	\$ 34,902,460	\$ 698,069
AMOUNT BUDGETED/ EXPENDED FOR MAINTENANCE	AMOUNT BUDGETED FOR CURRENT YEAR	ACTUAL AMOUNT EXPENDED DURING PRIOR YEAR
	\$ 590,343	\$ 797,610

All documents must have original signatures.

*I certify, under penalty of perjury, the foregoing statements to be true and correct.*

SIGNATURE OF DISTRICT SUPERINTENDENT/SECRETARY OF THE BOARD

DATE

09/16/03

Submit to:

Department of General Services

Office of Public School Construction

1130 K Street, Suite 400


Sacramento, CA 95814

4.2.2

**REPORTS**

**AND**

**COMMUNICATION**

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Program Focus Area:  
Glen Edwards Middle School  
Program Improvement Appeal

**AGENDA ITEM AREA:**

Reports

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

The appeal for Glen Edwards Middle School being designated as a Program Improvement school will be filed on Monday, September 15, 2003. The appeal will be presented at the Board meeting, but was unavailable to be included in the Board packet due to the submission date.

**ADMINISTRATION'S RECOMMENDATION:**

No action is required on this item.

*6.5.21*



**WESTERN  
PLACER  
UNIFIED  
SCHOOL  
DISTRICT**

810 J Street  
Lincoln, CA 95648

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

*Superintendent*  
Roger R. Yohe

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

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

*Asst. Superintendent,  
Educational  
Services*  
Scott Leaman

*Director,  
Human Services*  
Robert Noyes

Policy and Partnership Office  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814

September 12, 2003

RE: Appeal of School Improvement Status for Glen Edwards Middle School,  
Western Placer Unified School District.

Attached you will find data including specific student names and confidential student data. After due consideration of this appeal, please destroy this information. It is intended only for confidential use to support Glen Edwards Middle School, Western Placer Unified School District, in its appeal to be removed from Program Improvement status.

Thank you for your consideration,

Scott Leaman  
Assistant Superintendent of Educational Services

Mary Boyle  
Principal

"PURSUIT OF EXCELLENCE"

Appeal on Behalf of  
Glen Edwards Middle School  
Western Placer Unified School District

RE: Program Improvement Status

September 12, 2003

Glen Edwards Middle School respectfully requests that it be disincluded from the list of schools targeted for School Improvement because of not meeting its Adequate Yearly Progress. We believe we have met our AYP, based on the following points, which are clearly delineated and supported.

1. In 2002, Glen Edwards Middle School showed an overall growth of 27 points in its API, greatly surpassing its target growth of 7 points, but missing meeting its API by only one point in one subgroup – socio-economically disadvantaged. (See Attachment 1) For purposes of current AYP legislation, we needed to show 16% of the 264 students in this subgroup (42 students) achieved a “proficient” score or better in mathematics and 13.6% (36 students) achieved a “proficient” score or better in language arts. We met our language arts target. Our mathematics reported results showed 40 students met that subgroup criteria, missing the target by **two students**. ( $40/264 = 15.1\%$ ) (See Attachment 2) In reviewing the data, however, we find the demographics for four students who were on the free and reduced lunch program and who scored “proficient” in their CA Standards results **did not** indicate they qualified for free and reduced lunch and thereby were not counted toward that subgroup’s results. Had they been properly identified, their results would have boosted that subgroup API by the one point needed to make both the required subgroup API growth (thereby qualifying the school for overall positive API status) and the current AYP mathematics requirement ( $44/268 = 16.4\%$ ). Those students are:

- Student 2002 A – Grade 6 - Proficient – Mathematics
- Student 2002 B - Grade 6 – Proficient – Mathematics
- Student 2002 C - Grade 6 – Proficient – Mathematics
- Student 2002 D – Grade 6 – Proficient – Mathematics

(Please see Attachment 3 for documentation of student names, proof of socio-economic disadvantaged status and proficiency in mathematics)

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2. In 2003, in the area of socio-economically disadvantaged students, the school is credited with testing 288/306 students in language arts (94%) and 285/306 students in mathematics (93%). (See Attachment 4) Glen Edwards Middle School made every effort to test all students in order to comply with federal regulations requiring testing of 95% of students in each subgroup. However, parents of several students **refused to allow their children to be tested.** (See Attachment 5 - 10)

In one situation, (Attachment 5, 2003 Students A, B & C) the parent of three siblings at the school who qualified for free and reduced lunch refused to allow testing of her children, citing reasons of racial bias in the testing.

In three other cases (Attachment 6, 2003 Students D, E & F), parents of students on individual education plans refused to allow testing of their Special Day Class or Resource Specialist Program students, all of whom also qualified for free and reduced lunches. In these situations, the California State Education Code was followed by the school, which requires schools to allow parents to opt their children out of testing. This conflict between federal expectations and state regulations obviously creates a great difficulty for the school, when we are attempting to conform to federal regulations to test all students.

In another situation, a socio-economically disadvantaged student who was suspended pending expulsion was not available for testing. (Attachment 7, 2003 Student G).

In another case, a student's expulsion began the first day of testing, April 28, 2003. (Attachment 8, 2003 Student H). That student's test was incorrectly coded to state the student was absent for the entire testing period. In fact, the student was not enrolled as of the first day of testing (April 28) and a test document should not have been submitted for the student.

In yet another situation, a student was critically ill and not available to test (Attachment 9, 2003 Student I).

In a final situation, a student's mother had just died and his father requested he not be put through the rigor of testing (Attachment 10, Student J).

In summary, one socio-economically disadvantaged student was not enrolled the first day of testing (Student H) and should not have been counted in the results; the other nine students, had they tested, would

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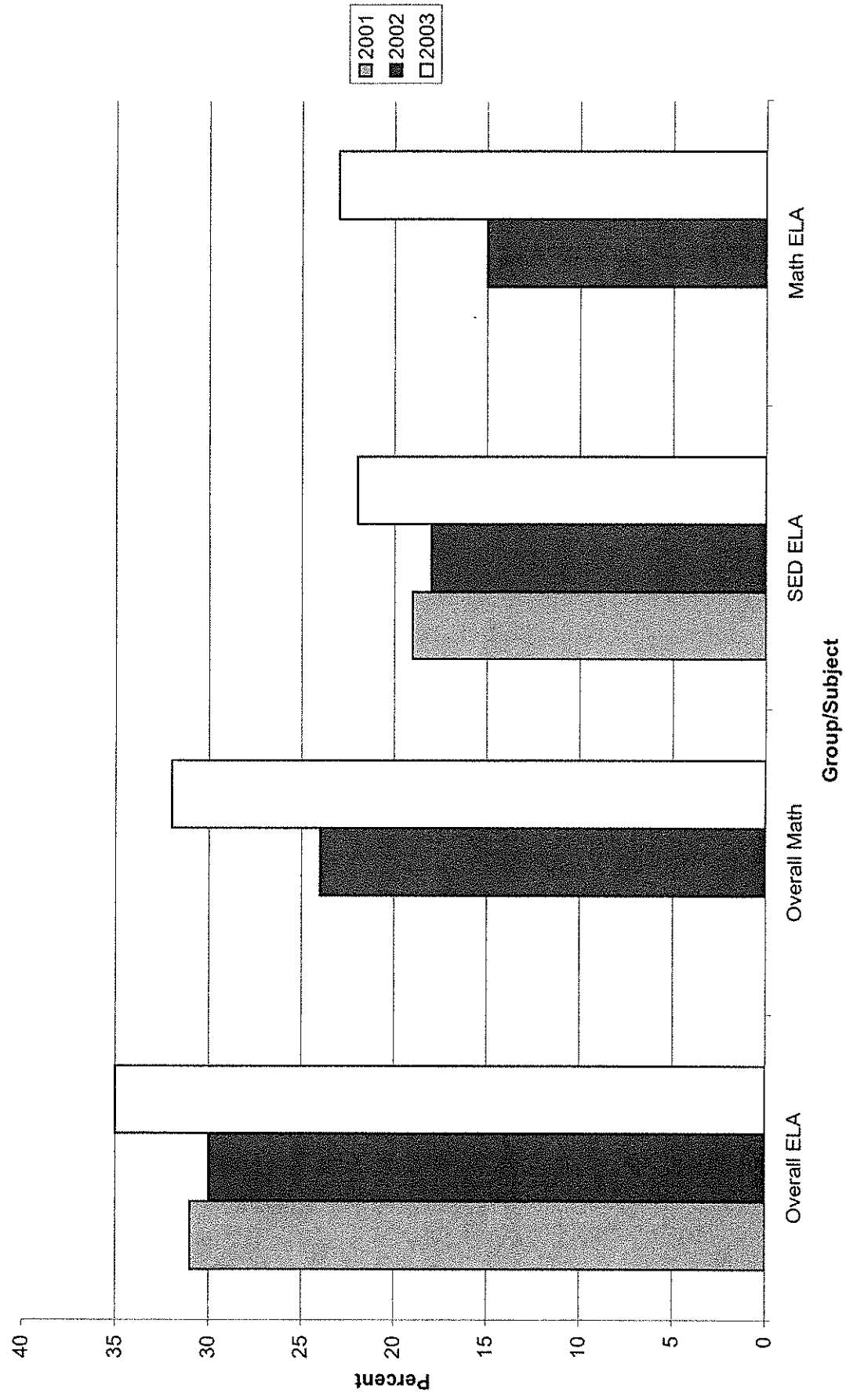
have allowed Glen Edwards Middle School to meet the required 95% participation criteria in the subgroup of socio-economically disadvantaged students, with 297/305 (97%) testing in language arts and 294/305 (96%) testing in math. (Another way to look at the data is to eliminate these students from the counts entirely, again yielding 288/296 or 97% participation in language arts and 285/296 or 96% participation in mathematics.)

It merits mention that socio-economically disadvantaged students at Glen Edwards Middle School more than met the AYP targets of 13.6% proficient in language arts and 16% proficient in mathematics. At Glen Edwards, 21.6% of our socio-economically disadvantaged students are proficient in language arts and 23.2% are proficient in mathematics. The school has obviously taken the charge of raising its participation rate and its achievement rates of socio-economically disadvantaged students seriously.

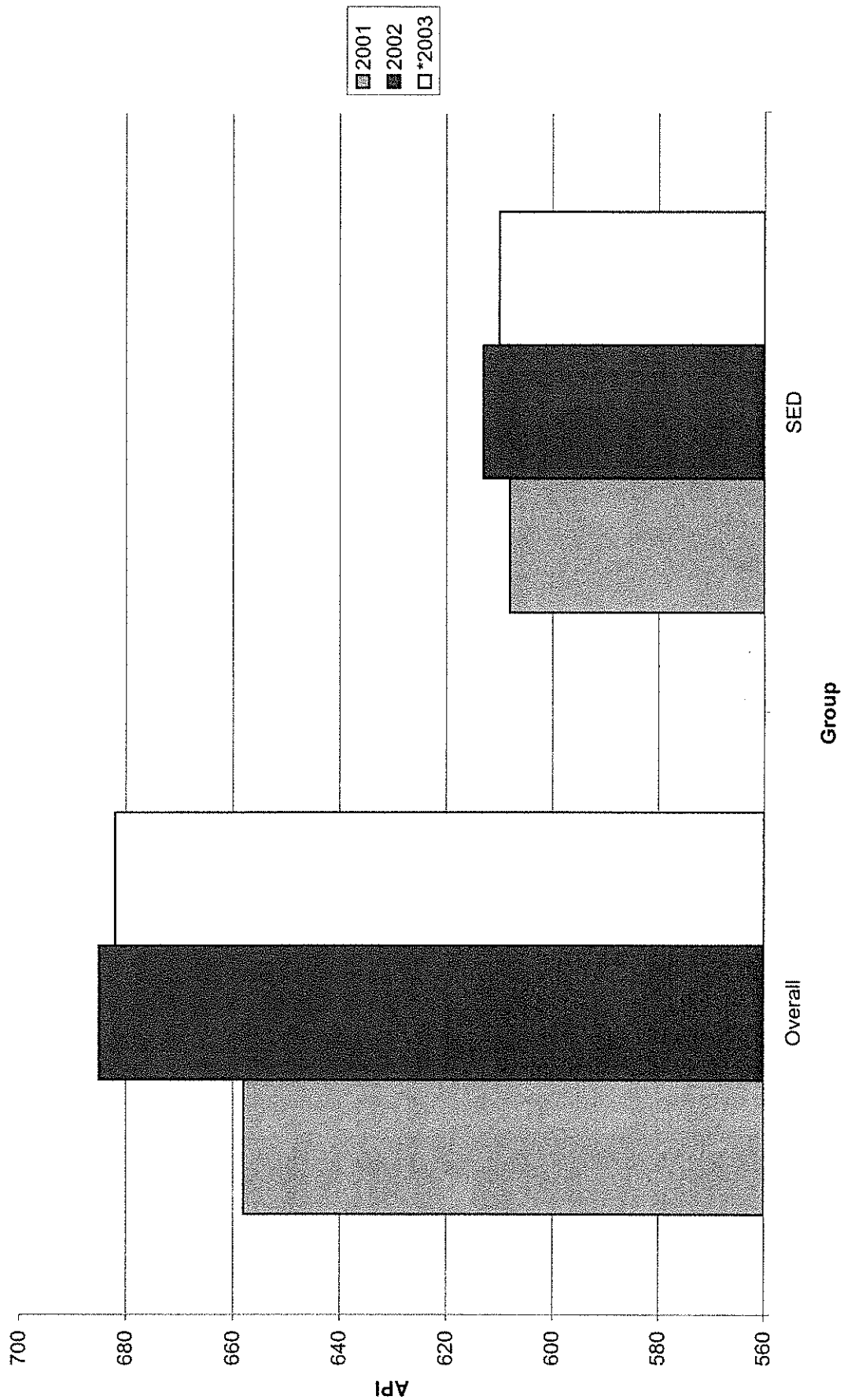
In summary, Glen Edwards Middle School has been identified for Program Improvement Status because of failing to meet its overall API status in 2002, for not meeting a 16% proficiency rating for socio-economically disadvantaged students in mathematics for 2002, and for not showing a 95% participation rate of socio-economically disadvantaged students testing in 2003. Through this appeal, we have shown conclusively that Glen Edwards Middle School met its targets of proficiency for socio-economically disadvantaged students in both mathematics and language arts for 2002, and was kept from meeting its participation rates for socio-economically disadvantaged students in 2003 due to a conflict between state and federal law and other extenuating circumstances. We have shown without question that Glen Edwards Middle School has made a tremendous overall improvement in its API scores, has greatly improved the achievement of its socio-economically disadvantaged students by far surpassing required proficiency rates in the latest 2003 testing despite having 40 more students qualifying for this subgroup in the current testing year, and has complied with state and federal regulations to the best of its ability, testing more than 95% of students in this subgroup when adjusting for circumstances beyond the school's control. Therefore, we respectfully request that Glen Edwards Middle School be removed from the list of schools currently targeted for school improvement.

---

% CST Proficient or Above



API with 2003 Estimate



# Board Packets

## Current Cost

Cost per page	Average # Pages	Total # of packets per session	# of packets per year	*Average secretarial cost/packet	Annual Total Cost
\$ 0.01795	200	46	26	\$ 62.44	\$ 5,917.08
\$ 0.01795	200	1	26	\$ 2.60	\$ 160.94

\*Based on 4 hrs @ 15.61 /hr

## Scanning Documents using Cannon IR 3300

Cost per page	Average # Pages	Total # of packets per session	# of packets per year	*Average secretarial cost/packet	**Average Tech Cost/packet	***IR 3300 Monthly Cost	Annual Total Cost
\$ 0.01795	200	N/A	26	\$ 62.44	\$ 31.63	\$ 240.00	\$ 8,689.41

\*Based on 4 hrs @ 15.61/hr

\*\*Based on 1 hr @ 31.63/hr

\*\*\*Based on 5 year lease

## Manual conversion using Adobe Acrobat 6 Professional

Cost per page	Average # Pages	Total # of packets per session	# of packets per year	*Average secretarial cost/packet	**Average Tech Cost/packet	Annual Total Cost
0	200	N/A	26	\$ 124.88	\$ 31.63	\$ <del>4878.42</del> 4069,26

\*Based on 8 hrs @ 15.61/hr

\*\*Based on 1 hr @ 31.63/hr

These are estimated times, we have not had time to make a trial run.



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Western Placer Schools

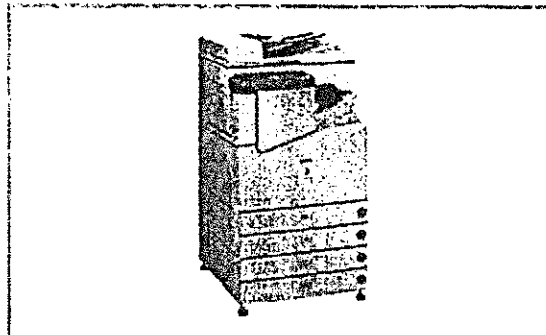
September 10, 2003

Investment Considerations:

### imageRUNNER 3300

#### System Configuration as Quoted:

Network Multi PDL Printer Kit  
Duplexing Automatic Document Feeder  
E-copy  
20 User Desktop Software  
Surge Protector  
Cabinet



#### TERM LEASE OPTIONS:

Lease Term (Months):	36	48	60
Monthly Payment:	\$325.11	\$268.97	\$225.70

#### SERVICE AND SUPPLY MAINTENANCE PROGRAM:

Service & Supply Plan	Monthly Charge	Images Included Monthly
Includes all parts, labor, preventative & emergency repairs and all consumables, excluding paper and staples.	\$15.00	1,000

*Overages above monthly minimum are billed in arrears at the agreed upon rate.*

Submitted By : Spiro Theveos

Date: 9/10/2003

**Canon**

**DELIVERY AND INSTALLATION:**

<b>Delivery</b> includes set-up, attachment of accessories, quality check of all functions, pre-flight, wrapping and physical delivery.	\$ 100.00
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<b>Installation</b> includes locating in designated area, unwrapping of system, connection of hardware accessories, and connection to appropriate available power source (it is the responsibility of the customer to provide appropriate power configuration). Network connectivity, where applicable, is not included in the above. Refer to network support below.	\$ 50.00
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## NETWORK CONNECTIVITY AND SUPPORT:

For systems requiring network integration, the customer may utilize their own IT resources, however, RMC ***strongly*** recommends that initial connectivity be completed by one of our Certified Systems Engineers (Microsoft/Novell/Appletalk) with special training on Canon networked products. CSE's are billed at \$150.00 per hour on a time and materials basis, or, Technical Support Agreements (TSA's) are available at discounted rates according to the following pricing schedule:

3 Hour TSA	\$	295.00
5 Hour TSA	\$	445.00
10 Hour TSA	\$	795.00
20 Hour TSA	\$	1,395.00

**ADDITIONAL CONSIDERATION:**

All pricing quoted on this proposal is **exclusive** of applicable sales, use and/or property taxes.

Normal delivery timeframes are 3 - 14 business days from receipt of authorized documents. RMC cannot be held responsible for delays resulting from manufacturer backorders, mis-shipments or other circumstances beyond our control.

Non-cash acquisitions arranged by RMC may require evidence of insurance to be submitted to the leasing company. Failure to submit may result in additional charges until completed.

This proposal is valid for 30 days from the date of submission indicated on the previous pricing page. RMC may, at its sole discretion, choose to honor pricing after the expiration date.


**NOTES:**

# Canon

**INFORMATION**

**DISCUSSION**

**ACTION ITEMS**

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Administration of Healthy Kids Survey

**AGENDA ITEM AREA:**

Discussion/Information/Action

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

For two years, the district has been administering the California Healthy Kids Survey (CHKS). In the past, this survey was optional and the Board approved the survey's administration to seventh, ninth, and eleventh graders using a positive approval letter from parents.

Sections A and B of the survey are now mandatory for fifth, seventh, ninth, and eleventh grade students. The district has an interest in administering Section C to seventh, ninth, and eleventh grades to obtain specific drug of choice and safety information.

**ADMINISTRATION RECOMMENDATION:**

The administration recommends Board approval for the administration of Section C to seventh, ninth, and eleventh grade students with positive parent permission.

7.1



# CALIFORNIA healthy kids SURVEY

## *Elementary School Questionnaire*

2003-2004

- This survey is voluntary. You do not have to complete this survey, but we hope that you will. We need your help!
- Your answers will help programs for good health.
- Do not write your name on this form or on the answer sheet. No one but you will know how you answer these questions.
- Please mark only one answer for each question on the answer sheet. Fill in the bubbles neatly with a #2 pencil. Do not write on the survey questionnaire.
- Please read every question carefully. Mark one choice on your answer sheet for each question.

*Thank you for taking this survey!*

7.1.1

First, write your SCHOOL NAME on the top of the answer sheet.

1. Fill in the bubble for number "7."
2. How old are you?
  - A) 7 years old, or younger than 7
  - B) 8 years old
  - C) 9 years old
  - D) 10 years old
  - E) 11 years old
  - F) 12 years old
  - G) 13 years old, or older than 13
3. Are you female or male?
  - A) Female
  - B) Male
4. What grade are you in?
  - A) 3rd grade
  - B) 4th grade
  - C) 5th grade
  - D) 6th grade
5. During the past year, how many times have you moved (changed where you live)?
  - A) 0 times
  - B) 1 time
  - C) 2 or more times

6. Did you eat breakfast this morning?
- A) No
  - B) Yes
7. When you ride in a car do you wear a seat belt?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
8. When you ride a bicycle do you wear a helmet?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
  - E) I do not ride a bicycle

The next questions ask about your school.

9. Do you help make class rules or choose things to do at school?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
10. Do the teachers and other grown-ups at school care about you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

11. Do the teachers and other grown-ups at school tell you when you do a good job?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
12. How well do you do in your school work?
- A) I'm one of the best students
  - B) I do better than most students
  - C) I do about the same as others
  - D) I don't do as well as most others
13. Do the teachers and other grown-ups at school listen when you have something to say?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
14. Do the teachers and other grown-ups at school believe that you can do a good job?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
15. Do you do things to be helpful at school?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

16. Do you plan to go to college or some other school after high school?

A) No

B) Yes

Here are questions about safety and things that  
happen at school.

17. During the past year, how many times have you hit or pushed other kids at school when you were not playing around?

A) 0 times

B) 1 time

C) 2 times

D) 3 or more times

18. During the past year, how many times have you spread mean rumors or lies about other kids at school?

A) 0 times

B) 1 time

C) 2 times

D) 3 or more times

19. Do other kids hit or push you at school when they are not just playing around?

A) No, never

B) Yes, some of the time

C) Yes, most of the time

D) Yes, all of the time

20. Do other kids at school spread mean rumors or lies about you?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

21. During the past year, did you ever bring a gun or knife to school?

- A) No
- B) Yes

22. During the past year, have you ever seen another kid with a gun or knife at school?

- A) No
- B) Yes

23. Are you home alone after school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

24. Do you feel safe at school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

25. Do you feel safe outside of school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

The next questions are about cigarettes, alcohol, and other drugs.

26. Have you ever smoked a cigarette?

- A) No
- B) Yes, I smoked part of a cigarette, like one or two puffs
- C) Yes, I smoked a whole cigarette

27. Have you ever chewed tobacco or snuff (dip)?

- A) No
- B) Yes

28. Did you ever drink beer, wine, or other alcohol?

- A) No
- B) Yes, I drank one or two sips
- C) Yes, I drank a full glass

29. Have you ever sniffed something through your nose to get high?

- A) No
- B) Yes

30. Have you ever smoked any marijuana (pot, grass, weed)?

- A) No
- B) Yes
- C) I don't know what marijuana is

31. Have you ever used alcohol or an illegal drug like marijuana before school or at school?

- A) No
- B) Yes

32. Do you think smoking cigarettes is bad for a person's health?

- A) No, not bad
- B) Yes, a little bad
- C) Yes, very bad

33. Do you think using alcohol is bad for a person's health?

- A) No, not bad
- B) Yes, a little bad
- C) Yes, very bad

34. Do you think using marijuana (pot, grass, weed) is bad for a person's health?

- A) No, not bad
- B) Yes, a little bad
- C) Yes, very bad
- D) I don't know what marijuana is

35. In the past month, did you drink any beer, wine, or other alcohol?

- A) No
- B) Yes

36. In the past month, did you smoke a cigarette?

- A) No
- B) Yes

7.1.8



Below are questions about your health and things you might do.

37. Do you try to understand how other people feel?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

38. Do you feel bad when someone else gets their feelings hurt?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

39. Do you know where to go for help with a problem?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

40. Do you try to work out your problems by talking or writing about them?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

41. Do you try to do your best?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

42. Do you have goals and plans for the future?
- A) No
  - B) Yes
43. Do you think you are too skinny, about right, or too fat?
- A) Too skinny
  - B) About right
  - C) Too fat
44. Are you doing anything to try to lose weight?
- A) No
  - B) Yes
45. Have other kids at school ever teased you about what your body looks like?
- A) No
  - B) Yes
46. How many days each week do you exercise, dance, or play sports?
- A) 0 days
  - B) 1 day
  - C) 2 days
  - D) 3 days
  - E) 4 days
  - F) 5 days
  - G) 6 or 7 days
47. When **not** exercising, do you ever have trouble breathing (for example, shortness-of-breath, wheezing, or a sense of tightness in your chest)?
- A) No
  - B) Yes

11.1.10

48. Has a parent or some other adult ever told you that you have asthma?
- A) No
  - B) Yes
49. Yesterday, how much time did you spend watching TV or playing video games?
- A) None, I didn't watch TV yesterday
  - B) Less than 1 hour
  - C) About 1 hour
  - D) About 2 hours
  - E) 3 or more hours

The next two questions ask about your friends.

50. Do your best friends get into trouble?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
51. Do your best friends try to do the right thing?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

Here are questions about your home.

52. Does a parent or some other grown-up at home care about your school work?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

53. Does a parent or some other grown-up at home believe that you can do a good job?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

54. Does a parent or some other grown-up at home want you to do your best?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

55. Does a parent or some other grown-up at home listen when you have something to say?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

11.1.12

56. Do you help out at home?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

57. Do you get to make rules or choose things to do at home?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

58. Did you understand the questions on this survey?

- A) No, none of them
- B) Yes, some of them
- C) Yes, most of them
- D) Yes, all of them

59. Did you answer the questions on this survey honestly and truthfully?

- A) No, none of them
- B) Yes, some of them
- C) Yes, most of them
- D) Yes, all of them

*Thank you for taking this survey!*

7.1.13

## CHKS SURVEY REQUIREMENTS

### *Requirements Update*

1. The following survey modules must be administered for Middle and High School:
  1. **Module A: Core** - Must be administered to all middle and high school students.
  2. **Module B: Resilience** - Questions 1 - 23 must be administered to all middle and high school students. Module B questions 24-56 are now optional. (If you only want to administer the first 23 questions of Module B, **use only pages 1-3** of Module B survey. Discard pages 5 & 6.)
  3. **Module D: Tobacco** - Must be administered to all middle and high school students **ONLY** if you have a **Competitive** TUPE grant.
  4. *All other modules are optional.*

If you have any questions  
or need further clarification please,  
call CHKS Technical Support  
at 888-841-7536

7.1.14

# CALIFORNIA healthy kids SURVEY

## *Middle School Questionnaire* 2003-2004

- This is a survey about health-related behaviors, risks, and attitudes. It includes questions about diet and physical activity, use of alcohol, tobacco, and other drugs, and safety and violence. Whether or not you have ever done any of these things, please answer all the questions. You will be able to answer that you have not done them.
- You do not have to answer all of the questions but we hope that you will.
- Please do not write your name on this form or on the answer sheet. Do not identify yourself in any other way.
- Please mark all of your answers on the answer sheet. Do not write on the questionnaire. Mark only one answer unless told to "*Mark All That Apply.*"
- This survey asks about things you may have done during different periods of time, such as during your lifetime (for example, did you ever do something?), and the past year, six months, or 30 days. Each is asked for a specific reason and provides different information. Please pay careful attention to these time periods and answer all questions.

*Thank you for taking this survey!*

7/1/15

# California Healthy Kids Survey

## ◆ Section A ◆

At the top of the answer sheet, write in the name of your school.  
Then fill in the bubbles as indicated in the first two items.

*This is very important. Thank you.*

A1. Fill in the bubble for the letter "M."

A2. Fill in the bubble for the number "7."

The next questions ask for some background information about you.

A3. How old are you?

A) 10 years old or  
younger

B) 11 years old

C) 12 years old

D) 13 years old

E) 14 years old

F) 15 years old

G) 16 years old

H) 17 years old

I) 18 years old or older

A4. What is your sex?

A) Male

B) Female

A5. In what grade are you?

A) 6th grade

B) 7th grade

C) 8th grade

D) 9th grade

E) 10th grade

F) 11th grade

G) 12th grade

H) Other grade

I) Ungraded

7.1.16



◆ Section A ◆

A6. How do you describe yourself? (*Mark All That Apply.*)

- |   |                                      |
|---|--------------------------------------|
| A) American Indian or Alaska Native         | E) Hispanic or Latino/Latina         |
| B) Native Hawaiian or Pacific Islander      | F) White or Caucasian (non-Hispanic) |
| C) Asian                                    | G) Other                             |
| D) Black or African American (non-Hispanic) |                                      |

A7. If you are Asian or Pacific Islander, which groups best describe you? (*Mark All That Apply.* If you are not of Asian/ Pacific Islander background, mark "A. Does not apply.")

- |   |  |
|---|--|
| A) Does not apply, I am not Asian or Pacific Islander | F) Japanese  |
| B) Asian Indian                                       | G) Korean  |
| C) Cambodian  | H) Laotian   |
| D) Chinese  | I) Vietnamese  |
| E) Filipino   | J) Native Hawaiian, Guamanian, Samoan, or other Pacific Islander |
|   | K) Other Asian   |

A8. If you are Hispanic or Latino/Latina, which groups best describe you? (*Mark All That Apply.* If you are not of Hispanic background, mark "A. Does not apply.")

- |   |                   |
|---|-------------------|
| A) Does not apply, I am not Hispanic or Latino/Latina | D) Cuban          |
| B) Central American                                   | E) Mexican        |
| C) South American                                     | F) Puerto Rican   |
|   | G) Other Hispanic |

A9. During the past year, how many times have you moved (changed where you live)?

- A) 0 times
- B) 1 time
- C) 2 or more times

*Handwritten signature*

## ◆ Section A ◆

Here are questions about diet and exercise.

On how many of the past 7 days did you...

		Number of Days							
		0	1	2	3	4	5	6	7
A10.	exercise or do a physical activity for at least 20 minutes that made you sweat and breathe hard? (For example, basketball, soccer, running, swimming laps, fast bicycling, fast dancing, or similar aerobic activities.)	A	B	C	D	E	F	G	H
A11.	participate in a physical activity for at least 30 minutes that did not make you sweat and breathe hard? (For example, fast walking, slow bicycling, shooting baskets, skating, raking leaves, and mopping floors.)	A	B	C	D	E	F	G	H
A12.	do exercises to strengthen or tone your muscles? (For example, push-ups, sit-ups, or weight lifting.)	A	B	C	D	E	F	G	H

During the past 24 hours (yesterday), how many times did you...

		Number of Times					
		0	1	2	3	4	5+
A13.	drink milk or eat yogurt? (In any form, including in cereal.)	A	B	C	D	E	F
A14.	drink soda pop?	A	B	C	D	E	F
A15.	drink 100% fruit juices, such as orange, apple or grape? (Do not count punch, Kool-Aid, sports drinks, and fruit-flavored drinks.)	A	B	C	D	E	F
A16.	eat french fries, potato chips, or other fried potatoes?	A	B	C	D	E	F
A17.	eat fruit? (Do not count fruit juice.)	A	B	C	D	E	F
A18.	eat vegetables? (Include salads and nonfried potatoes.)	A	B	C	D	E	F

A19. Did you eat breakfast today?

- A) No
- B) Yes

1.1.10

## ◆ Section A ◆

A20. Has a doctor ever told you or your parent/guardian that you have asthma?

- A) No
- B) Yes
- C) Don't know

The next questions ask about use of alcohol,  
tobacco, and other drugs.

Keep the following definitions in mind.

- One drink of alcohol means drinking one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one short glass of liquor.
- Questions do not include drinking a few sips of wine for religious purposes.
- "Drug" means *any* substance other than alcohol, steroids, or tobacco. It does not include drugs prescribed by a doctor or taken because of illness.

During your life, how many times have you used or tried...

	0 times	1 time	2 to 3 times	4 or more times
A21. a cigarette, even one or two puffs?	A	B	C	D
A22. a whole cigarette?	A	B	C	D
A23. smokeless tobacco? (dip, chew or snuff such as Redman, Skoal, or Beechnut)	A	B	C	D
A24. one full drink of alcohol? (a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D
A25. marijuana? (pot, weed, grass, hash)	A	B	C	D
A26. inhalants? (things you sniff, huff, or breathe to get high such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D
A27. derbisol? (DB, derbs, or dirt)	A	B	C	D
A28. any other illegal drug? (such as PCP, downers, pills not prescribed by a doctor)	A	B	C	D

11.19

## ◆ Section A ◆

During your life, how many times have you been...

	0 times	1 time	2 to 3 times	4 or more times
A29. very drunk or sick after drinking alcohol?	A	B	C	D
A30. "high" (loaded, stoned, or wasted) from using drugs?	A	B	C	D
A31. drunk or "high" on drugs on school property?	A	B	C	D

During the past 30 days, on how many days did you use...

	0 days	1 - 2 days	3 - 9 days	10 - 19 days	20 - 30 days
A32. cigarettes?	A	B	C	D	E
A33. smokeless tobacco? (dip, chew or snuff)	A	B	C	D	E
A34. at least one drink of alcohol?	A	B	C	D	E
A35. five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E
A36. marijuana? (pot, weed, grass, hash)	A	B	C	D	E
A37. inhalants? (things you sniff, huff, or breathe to get high)	A	B	C	D	E

During the past 30 days, on how many days on school property did you...

Happened on School Property	0 days	1 - 2 days	3 - 9 days	10 - 19 days	20 - 30 days
A38. smoke cigarettes?	A	B	C	D	E
A39. have at least one drink of alcohol?	A	B	C	D	E
A40. smoke marijuana?	A	B	C	D	E

A41. How do you like to drink alcohol?

- A) I don't drink alcohol
- B) Just a sip or two
- C) Enough to feel it a little
- D) Enough to feel it a lot
- E) Until I get really drunk

*Handwritten:* 11.1.20

## ◆ Section A ◆

How harmful do you think it is to use the following substances frequently (daily or almost daily)?

	Extremely harmful	Harmful	Somewhat harmful	Mainly harmless	Harmless
A42. Cigarettes	A	B	C	D	E
A43. Alcohol	A	B	C	D	E
A44. Marijuana	A	B	C	D	E

How difficult is it for students in your grade to get any of the following substances if they really want them?

	Very difficult	Fairly difficult	Fairly easy	Very easy	Don't know
A45. Cigarettes	A	B	C	D	E
A46. Alcohol	A	B	C	D	E
A47. Marijuana	A	B	C	D	E

About what percent of students in your grade at your school have done the following?  
(For example, think about how many in a group of 100 students, or about three classrooms.)

	Percent (%) of Students										
	0 (None)	10	20	30	40	50 (Half)	60	70	80	90	100 (All)
A48. Smoked cigarettes at least once a month	A	B	C	D	E	F	G	H	I	J	K
A49. Ever tried marijuana	A	B	C	D	E	F	G	H	I	J	K

How much would your friends disapprove of you for using ...

	A lot	Some	Not much	Not at all
A50. Cigarettes	A	B	C	D
A51. Alcohol	A	B	C	D
A52. Marijuana	A	B	C	D

*Handwritten:* 11.1.21

## ◆ Section A ◆

A53. During your life, how many times have you ridden in a car driven by someone who has been drinking alcohol?

- A) Never
- B) 1 time
- C) 2 times
- D) 3 to 6 times
- E) 7 or more times

Next are questions about violence, safety, harassment, and bullying.

During the past 12 months, how many times on school property have you...

Happened on School Property		0 times	1 time	2 or 3 times	4 or more times
A54.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
A55.	been afraid of being beaten up?	A	B	C	D
A56.	been in a physical fight?	A	B	C	D
A57.	had mean rumors or lies spread about you?	A	B	C	D
A58.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
A59.	been made fun of because of your looks or the way you talk?	A	B	C	D
A60.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
A61.	been offered, sold, or given an illegal drug?	A	B	C	D
A62.	damaged school property on purpose?	A	B	C	D
A63.	carried a gun?	A	B	C	D
A64.	carried any other weapon, such as a knife or club?	A	B	C	D
A65.	been threatened or injured with a weapon, such as a gun, knife, or club?	A	B	C	D
A66.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D

7.1.22

## ◆ Section A ◆

During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons?

(You were bullied if you were repeatedly shoved, hit, threatened, called mean names, teased in a way you didn't like, or had other unpleasant things done to you. It is not bullying when two students of about the same strength quarrel or fight.)

Happened on School Property	0 times	1 time	2 to 3 times	4 or more times
A67. Your race, ethnicity, or national origin	A	B	C	D
A68. Your religion	A	B	C	D
A69. Your gender (being male or female)	A	B	C	D
A70. Because you are gay or lesbian or someone thought you were	A	B	C	D
A71. A physical or mental disability	A	B	C	D
A72. Any other reason	A	B	C	D

A73. How much would your friends disapprove of you for carrying a weapon to school?

- A) A lot
- B) Some
- C) Not much
- D) Not at all

A74. How safe do you feel when you are at school?

- A) Very safe
- B) Safe
- C) Neither safe nor unsafe
- D) Unsafe
- E) Very unsafe

A75. In a normal school week, how many days are you home after school for at least one hour without an adult there?

- A) Never
- B) 1 day
- C) 2 days
- D) 3 days
- E) 4 days
- F) 5 days

7.1.23

◆ Section A ◆

- A76. Have you ever belonged to a gang?
- A) No
  - B) Yes
- A77. During the past 12 months, did your boyfriend or girlfriend ever hit, slap, or physically hurt you on purpose?
- A) Does not apply; I didn't have a boyfriend or girlfriend during the past 12 months
  - B) No
  - C) Yes
- A78. During the past 12 months, did you ever feel so sad and hopeless almost everyday for two weeks or more that you stopped doing some usual activities?
- A) No
  - B) Yes
- A79. During the past 12 months, how would you describe the grades you mostly received in school?
- |                |                |
|----------------|----------------|
| A) Mostly A's  | E) Mostly C's  |
| B) A's and B's | F) C's and D's |
| C) Mostly B's  | G) Mostly D's  |
| D) B's and C's | H) Mostly F's  |
- A80. During the past 12 months, about how many times did you skip school or cut classes?
- |                |                          |
|----------------|--------------------------|
| A) 0 times     | D) Once a month          |
| B) 1-2 times   | E) Once a week           |
| C) A few times | F) More than once a week |
- A81. How many questions in this survey did you answer honestly?
- A) All of them
  - B) Most of them
  - C) Only some of them
  - D) Hardly any

7.1.74



## ◆ Section A ◆

The next questions ask for your height and weight.  
On the answer form, write in the numbers in the boxes and then  
fill in the bubbles with the matching numbers.

How tall are you without your shoes on? (Write your height in feet and inches in the answer-form boxes and fill in the bubbles.) For example:

If you are 4 feet 9 inches tall, you would answer the question as follows:

Feet	Inches
4	9
(2)	(0)
(3)	(1)
<input checked="" type="radio"/> (4)	(2)
(5)	(3)
(6)	(4)
(7)	(5)
	(6)
	(7)
	(8)
	<input checked="" type="radio"/> (9)
	(10)
	(11)

If you are 5 feet 0 inches tall, you would answer the question as follows:

Feet	Inches
5	0
(0)	<input checked="" type="radio"/> (0)
(1)	(1)
(2)	(2)
<input checked="" type="radio"/> (3)	(3)
(4)	(4)
(5)	(5)
	(6)
	(7)
	(8)
	(9)
	(10)
	(11)

How much do you weigh without your shoes on? (Write your weight in the answer-form boxes and fill in the bubbles.) For example:

If you weigh 87 pounds, you would answer the question as follows:

Weight		
0	8	7
<input checked="" type="radio"/> (0)	(0)	(0)
(1)	(1)	(1)
(2)	(2)	(2)
(3)	(3)	(3)
(4)	(4)	(4)
(5)	(5)	(5)
(6)	(6)	(6)
(7)	(7)	<input checked="" type="radio"/> (7)
(8)	<input checked="" type="radio"/> (8)	(8)
(9)	(9)	(9)

If you weigh 102 pounds, you would answer the question as follows:

Weight		
1	0	2
(0)	<input checked="" type="radio"/> (0)	(0)
<input checked="" type="radio"/> (1)	(1)	(1)
(2)	(2)	<input checked="" type="radio"/> (2)
(3)	(3)	(3)
(4)	(4)	(4)
(5)	(5)	(5)
(6)	(6)	(6)
(7)	(7)	(7)
(8)	(8)	(8)
(9)	(9)	(9)

7.1.25

# California Healthy Kids Survey

## ▼ Section B ▼

Please mark on your answer sheets how you feel about each of the following statements.

How strongly do you agree or disagree with the following statements about your *school*?

		Strongly Disagree	Disagree	Neither Disagree nor Agree	Agree	Strongly Agree
B1.	I feel close to people at this school.	A	B	C	D	E
B2.	I am happy to be at this school.	A	B	C	D	E
B3.	I feel like I am part of this school.	A	B	C	D	E
B4.	The teachers at this school treat students fairly.	A	B	C	D	E
B5.	I feel safe in my school.	A	B	C	D	E

Next, mark how TRUE you feel the next statements are about your SCHOOL and things you might do there.

At my school, there is a teacher or some other adult...

		Not at All True	A Little True	Pretty Much True	Very Much True
B6.	who really cares about me.	A	B	C	D
B7.	who tells me when I do a good job.	A	B	C	D
B8.	who notices when I'm not there.	A	B	C	D
B9.	who always wants me to do my best.	A	B	C	D
B10.	who listens to me when I have something to say.	A	B	C	D
B11.	who believes that I will be a success.	A	B	C	D

7.1.26

▼ Section B ▼

At school...

	Not at All True	A Little True	Pretty Much True	Very Much True
B12. I do interesting activities.	A	B	C	D
B13. I help decide things like class activities or rules.	A	B	C	D
B14. I do things that make a difference.	A	B	C	D

7.1.27

▼ Section B ▼

The next statements are about what might occur *outside your school or home*, such as in your NEIGHBORHOOD, COMMUNITY, or with an ADULT other than your parents or guardian.

Outside of my home and school, there is an adult...

	Not at All True	A Little True	Pretty Much True	Very Much True
B15. who really cares about me.	A	B	C	D
B16. who tells me when I do a good job.	A	B	C	D
B17. who notices when I am upset about something.	A	B	C	D
B18. who believes that I will be a success.	A	B	C	D
B19. who always wants me to do my best.	A	B	C	D
B20. whom I trust.	A	B	C	D

Outside of my home and school, I do these things...

	Not at All True	A Little True	Pretty Much True	Very Much True
B21. I am part of clubs, sports teams, church/temple, or other group activities.	A	B	C	D
B22. I am involved in music, art, literature, sports, or a hobby.	A	B	C	D
B23. I help other people.	A	B	C	D

7, 1, 28

▼ Section B ▼

How true do you feel these statements are about you personally?

	Not at All True	A Little True	Pretty Much True	Very Much True
B24. I have goals and plans for the future.	A	B	C	D
B25. I plan to graduate from high school.	A	B	C	D
B26. I plan to go to college or some other school after high school.	A	B	C	D
B27. I know where to go for help with a problem.	A	B	C	D
B28. I try to work out problems by talking or writing about them.	A	B	C	D
B29. I can work out my problems.	A	B	C	D
B30. I can do most things if I try.	A	B	C	D
B31. I can work with someone who has different opinions than mine.	A	B	C	D
B32. There are many things that I do well.	A	B	C	D
B33. I feel bad when someone gets their feelings hurt.	A	B	C	D
B34. I try to understand what other people go through.	A	B	C	D
B35. When I need help, I find someone to talk with.	A	B	C	D
B36. I enjoy working together with other students my age.	A	B	C	D
B37. I stand up for myself without putting others down.	A	B	C	D
B38. I try to understand how other people feel and think.	A	B	C	D
B39. There is a purpose to my life.	A	B	C	D
B40. I understand my moods and feelings.	A	B	C	D
B41. I understand why I do what I do.	A	B	C	D

7.1.29

▼ Section B ▼

How true are these statements about your FRIENDS?

I have a friend about my own age...

	Not at All True	A Little True	Pretty Much True	Very Much True
B42. who really cares about me.	A	B	C	D
B43. who talks with me about my problems.	A	B	C	D
B44. who helps me when I'm having a hard time.	A	B	C	D

My friends...

	Not at All True	A Little True	Pretty Much True	Very Much True
B45. get into a lot of trouble.	A	B	C	D
B46. try to do what is right.	A	B	C	D
B47. do well in school.	A	B	C	D

11.30

▼ Section B ▼

How true are these statements about your HOME or  
the ADULTS WITH WHOM YOU LIVE?

In my home, there is a parent or some other adult...

	Not at All True	A Little True	Pretty Much True	Very Much True
B48. who expects me to follow the rules.	A	B	C	D
B49. who is interested in my school work.	A	B	C	D
B50. who believes that I will be a success.	A	B	C	D
B51. who talks with me about my problems.	A	B	C	D
B52. who always wants me to do my best.	A	B	C	D
B53. who listens to me when I have something to say.	A	B	C	D

At home...

	Not at All True	A Little True	Pretty Much True	Very Much True
B54. I do fun things or go fun places with my parents or other adults.	A	B	C	D
B55. I do things that make a difference.	A	B	C	D
B56. I help make decisions with my family.	A	B	C	D

7.1.31

# California Healthy Kids Survey

## ▲ Section C ▲

This section asks more questions related to alcohol and drug use, violence, and safety.

During the past six months, about how many times have you used these substances without a doctor's orders?

	0 times	1 to 2 times	A few times	Once a month	Once a week	A few times a week	Once or more a day
C1. Any alcohol (beer, wine, wine coolers, liquor, etc.)	A	B	C	D	E	F	G
C2. Marijuana (pot, weed, grass, hash)	A	B	C	D	E	F	G
C3. Inhalants (things you sniff, huff, or breathe to get high such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F	G
C4. Any other drugs (such as cocaine, Meth, PCP, or sedatives)	A	B	C	D	E	F	G

C5. How likely do you think it is that you will smoke marijuana in the next year?

- A) I am sure it will not happen
- B) It probably will not happen
- C) There is an even chance (50-50) that it will happen
- D) It probably will happen
- E) It will happen for sure

C6. About how many of the adults you know use marijuana?

- A) None
- B) Some
- C) Many
- D) Most or all

7.1.32



## ▲ Section C ▲

C7. During the past 12 months, did you receive any information or education about using alcohol or other drugs in any of your school classes?

- A) No
- B) Yes
- C) Don't know

During the past 12 months, how many times have you...

	0 times	1 time	2 or 3 times	4 or more times
C8. been in a physical fight?	A	B	C	D
C9. been in a physical fight between groups of kids?	A	B	C	D
C10. used any weapon to threaten or bully someone?	A	B	C	D

C11. How safe do you feel in the neighborhood where you live?

- A) Very safe
- B) Safe
- C) Neither safe nor unsafe
- D) Unsafe
- E) Very unsafe

C12. During the past 30 days, on how many days did you not go to school because you felt unsafe at school or on your way to or from school?

- A) 0 days
- B) 1 day
- C) 2 or 3 days
- D) 4 or more days

7.1.33

▲ Section C ▲

During the past 30 days, on how many days did you carry...

	0 days	1 day	2 or more days
C13. A gun?	A	B	C
C14. Any other weapon (such as a knife or club)?	A	B	C
C15. Any weapon (gun, knife, or club) on school property?	A	B	C

7.1.34

**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 03/04.09 Calling an Election to  
Submit the Question of Levying a Special Tax Within the  
Area Proposed to be Annexed to Community Facilities  
District No. 1 to the Qualified Electors.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

September 16, 2003


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**BACKGROUND:**

This resolution authorizes the District to conduct a land-owner election to determine if the Stage Coach Run subdivision will be annexed into the Community Facilities District.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 03/04.09 calling an election to submit the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 1 to the qualified electors.



**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 03/04.09**

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

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

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

WHEREAS, the Board on August 5, 2003, duly adopted Resolution No. 03/04.04 declaring its intention to annex certain territory to CFD No. 1 and to levy a special tax within that territory to pay for certain public facilities;

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

WHEREAS, the Board convened a public hearing on Tuesday, September 16, 2003, at 7:00 p.m., at the Lincoln High School Performing Arts Building, 790 J Street, Lincoln, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within CFD No. 1 and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to CFD No. 1 and the levy of special taxes within the territory proposed to be annexed;

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

9.2.1

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

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

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

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

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

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

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

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

Section 6. Call and Order of Election. The Board hereby calls and orders a special election to be held on Wednesday, September 24, 2003 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated statement of the ballot measure is set forth in Exhibit A and is incorporated herein by reference.

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

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

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

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

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

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

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

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

(f) The Superintendent shall commence the canvass of the returns of the special election at 4:00 p.m. on Wednesday, September 24, 2003, at the Superintendent's office, and at the conclusion thereof shall declare the results of the election.

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

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

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

7.2.3

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

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

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District on September 16, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President of the Board of Trustees  
Western Placer Unified School District

---

Clerk, Board of Trustees,  
Western Placer Unified School District

# EXHIBIT A

## FORM OF OFFICIAL BALLOT

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

**Wednesday, September 24, 2003**

**NUMBER OF VOTES ENTITLED TO CAST: \_\_\_\_\_**

#### **INSTRUCTIONS TO VOTERS:**

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

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

**BALLOT MEASURE:** Shall the Western Placer Unified School District Community Facilities District No. 1 be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibit A and B to Resolution No. 03/04.04 adopted by the Board of Trustees of the Western Placer Unified School District on August 5, 2003, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Annexation Map # 2003-2 of Community Facilities District No. 1991-1.

YES \_\_\_\_\_ NO \_\_\_\_\_

**NOTE:** THIS IS A SPECIAL LANDOWNER ELECTION. YOU MUST RETURN THIS BALLOT TO THE OFFICE OF THE SUPERINTENDENT, WESTERN PLACER UNIFIED SCHOOL DISTRICT, BY 4:00 P.M. ON WEDNESDAY, SEPTEMBER 24, 2003, EITHER BY MAIL OR IN PERSON. AN ENCLOSED POSTAGE-PAID ENVELOPE IS PROVIDED FOR YOUR CONVENIENCE. THE SUPERINTENDENT'S OFFICE IS LOCATED AT WESTERN PLACER UNIFIED SCHOOL DISTRICT, 810 J STREET, LINCOLN, CALIFORNIA 95648.

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## CERTIFICATION

I, Karen Roberts, Clerk of the Board of Trustees of the Western Placer Unified School District, Placer County, State of California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on September 16, 2003, of which meeting all the members of the Board had due notice at which a majority thereof were present. At the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

---

Clerk of the Board of Trustees  
Western Placer Unified School District

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

<b>MISSION STATEMENT:</b> The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.	
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>	
<ol style="list-style-type: none"><li>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.</li><li>2. Foster a safe, caring environment where individual differences are valued and respected.</li><li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li><li>4. Promote the involvement of the community, parents, local government, business, service organizations etc. as partners in the education of the students.</li></ol>	

**AGENDA ITEM:**

Approval of the FY 2002-03 State Financial Reports

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

No

**BOARD MEETING DATE:**

September 16, 2003

---

**BACKGROUND:**

The FY 2002-03 State unaudited financial reports will be presented to the Board of Trustees.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve the FY 2002-03 State unaudited financial reports.

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UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

( x ) 2002/03 UNAUDITED ACTUAL FINANCIAL REPORT. This report is hereby filed by the governing board of the school district. (Pursuant to E.C. 42100)

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 16, 2003

To the Superintendent of Public Instruction:

(    ) 2002/03 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools. (Pursuant to E.C. 42100)

Signed \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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

For additional information on the unaudited actual reports, please contact:

County Office of Education

School District

Joel Toste  
Name  
Director, District Business Services  
Title  
(530) 889-5919  
Telephone  
jtoste@placercoe.k12.ca.us  
E-mail Address

Jay Stewart  
Name  
Asst Supt., Business  
Title  
(916) 645-6387  
Telephone  
j\_stewart@wpusd.k12.ca.us  
E-mail Address

SELECTION OF BUDGET ADOPTION CYCLE:

Pursuant to E.C. 42127 (i), this school district elects to use the following budget adoption cycle for the 2004/05 budget year:

( S ) Budget Adoption Cycle ('D' for Dual or 'S' for Single)

Unaudited Actuals  
FINANCIAL REPORTS  
2002/03 Unaudited Actuals  
Summary of Unaudited Actuals Data Submission

Following is a summary of the critical data elements contained in your unaudited actuals data. Since this data may have fiscal implications for your agency, please verify the accuracy of this data before filing your unaudited actual financial reports with your reporting agency.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation (Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected.)	61.36%
	If value is marked "X", the district has indicated that it is exempt from EC 41372 because it meets the provisions of EC 41374.	
CORR	Total Cost for the Education of Adults in County Correctional Facilities (If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction [EC 1909, 41841.5].)	
DAY	Excess Program Revenues (Must spend 90% of revenues on direct instructional and documented support costs [EC 48660.2]. A positive number here indicates that less than 90% was spent, subjecting the next apportionment to reduction.)	
ICR	Indirect Cost Rate (Fixed with Carry Forward Indirect Cost Rate for use in 2004/05, subject to CDE approval.)	0.83%
ROP	Amount in Excess of Allowable Contribution (Contributions must not exceed 15% of expenditures [EC 52321(b)]. A positive number here indicates that more than 15% was contributed, subjecting the next apportionment to reduction.)	
	Amount in Excess of Allowable Ending Balance (Net ending balance must not exceed 15% of expenditures [EC 52321(c)(1)]. A positive number here indicates that the ending balance exceeds 15% of expenditures, subjecting the next apportionment to reduction.)	
TRAN	Approved Transportation Expense - Home-to-School (If the amount received for this program, including supplemental grant add-on, exceeds actual costs, the next apportionment is subject to reduction [EC 41851(c)].)	\$673,019.75
	Approved Transportation Expense - SH/OH (If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction [EC 41851.5(c)].)	\$0.00

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals			2003/04 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	26,821,248.29	0.00	26,821,248.29	27,596,809.00	0.00	27,596,809.00	2.9%
2) Federal Revenues		8100-8299	0.00	1,349,018.47	1,349,018.47	0.00	1,464,533.00	1,464,533.00	8.6%
3) Other State Revenues		8300-8599	2,370,570.75	1,552,939.63	3,923,510.38	1,573,103.00	1,248,612.00	2,821,715.00	-28.1%
4) Other Local Revenues		8600-8799	863,054.18	1,198,939.39	2,061,993.57	436,720.00	1,358,201.00	1,794,921.00	-13.0%
5) TOTAL REVENUES			30,054,873.22	4,100,897.49	34,155,770.71	29,606,632.00	4,071,346.00	33,677,978.00	-1.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	11,044,131.56	1,918,191.74	12,962,323.30	11,781,494.00	1,643,507.00	13,425,001.00	3.6%
2) Classified Salaries		2000-2999	2,313,812.30	1,690,090.47	4,003,902.77	2,164,591.00	1,303,440.00	3,468,031.00	-13.4%
3) Employee Benefits		3000-3999	3,258,849.13	901,433.34	4,160,282.47	3,708,019.00	929,198.00	4,637,217.00	11.5%
4) Books and Supplies		4000-4999	850,909.18	872,451.73	1,723,360.91	559,542.00	807,911.00	1,367,453.00	-20.7%
5) Services, Other Operating Expenses		5000-5999	1,609,535.34	541,882.70	2,151,418.04	1,607,754.00	343,092.00	1,950,846.00	-9.3%
6) Capital Outlay		6000-6999	32,308.89	19,642.23	51,951.12	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299 7400-7499	9,717,845.58 (85,094.06)	79,307.84 85,094.06	9,797,153.42 0.00	9,470,700.00 (164,458.00)	79,310.00 57,293.00	9,550,010.00 (107,165.00)	-2.5% New
8) Direct Support/Indirect Costs		7300-7399	28,742,297.92	5,108,094.11	34,850,392.03	29,127,642.00	5,163,751.00	34,291,393.00	-1.6%
9) TOTAL EXPENDITURES									
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			1,312,575.30	(2,007,196.62)	(694,621.32)	478,990.00	(1,092,405.00)	(613,415.00)	-11.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8910-8929	10,093.00	0.00	10,093.00	948,365.00	0.00	948,365.00	9296.3%
b) Transfers Out		7610-7629	0.00	129,233.00	129,233.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(1,819,626.00)	1,819,626.00	0.00	(1,092,405.00)	1,092,405.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,809,533.00)	1,690,393.00	(119,140.00)	(144,040.00)	1,092,405.00	948,365.00	-896.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals			2003/04 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(496,957.70)	(316,803.62)	(813,761.32)	334,950.00	0.00	334,950.00	-141.2%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	776,566.35	760,152.01	1,536,718.36	279,608.65	443,348.39	722,957.04	-53.0%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)			776,566.35	760,152.01	1,536,718.36	279,608.65	443,348.39	722,957.04	-53.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Net Beginning Balance (F1c + F1d)			776,566.35	760,152.01	1,536,718.36	279,608.65	443,348.39	722,957.04	-53.0%
2) Ending Balance, June 30 (E + F1e)			279,608.65	443,348.39	722,957.04	614,558.65	443,348.39	1,057,907.04	46.3%
Components of Ending Fund Balance									
a) Reserve for									
Revolving Cash		9711	2,000.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	63,000.00	0.00	63,000.00	63,000.00	0.00	63,000.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	443,348.39	443,348.39	0.00	443,348.39	443,348.39	0.0%
b) Designated Amounts									
Designated for Economic Uncertainties		9770	214,608.65	0.00	214,608.65	549,558.65	0.00	549,558.65	156.1%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Undesignated Amount		9790	0.00	0.00	0.00				
d) Unappropriated Amount		9790				0.00	0.00	0.00	

			2002/03 Unaudited Actuals			2003/04 Budget			% Diff Column C & F
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	2,535,433.16	241,584.36	2,777,017.52				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	2,000.00	0.00	2,000.00				
d) with Fiscal Agent		9135	2,206,856.73	0.00	2,206,856.73				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	2,098,527.15	765,063.38	2,863,590.53				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	63,000.00	0.00	63,000.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			6,905,817.04	1,006,647.74	7,912,464.78				
<b>H. LIABILITIES</b>									
1) Accounts Payable		9500	2,305,259.16	218,155.25	2,523,414.41				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	20,949.23	0.00	20,949.23				
4) Current Loans		9640	4,300,000.00	0.00	4,300,000.00				
5) Deferred Revenue		9650	0.00	345,144.10	345,144.10				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			6,626,208.39	563,299.35	7,189,507.74				
<b>I. FUND EQUITY</b>									
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			279,608.65	443,348.39	722,957.04				

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	181,338.92	50,992.00	-71.9%
2) Federal Revenues		8100-8299	15,018.75	0.00	-100.0%
3) Other State Revenues		8300-8599	3,083.17	0.00	-100.0%
4) Other Local Revenues		8600-8799	105.00	200.00	90.5%
5) TOTAL, REVENUES			199,545.84	51,192.00	-74.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	102,044.37	32,860.00	-67.8%
2) Classified Salaries		2000-2999	24,244.62	15,606.00	-35.6%
3) Employee Benefits		3000-3999	29,455.60	10,054.00	-65.9%
4) Books and Supplies		4000-4999	3,448.40	0.00	-100.0%
5) Services, Other Operating Expenses		5000-5999	1,127.68	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			160,320.67	58,520.00	-63.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			39,225.17	(7,328.00)	-118.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>NCE (C + D4)</b>			39,225.17	(7,328.00)	-118.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,047.95	40,273.12	3743.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,047.95	40,273.12	3743.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			1,047.95	40,273.12	3743.0%
2) Ending Balance, June 30 (E + F1e)			40,273.12	32,945.12	-18.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	40,273.12		
d) Unappropriated Amount		9790		32,945.12	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
1) County Treasury		9110	4,911.72		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	77,269.25		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	2,059.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			84,239.97		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	20,727.64		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	23,239.21		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			43,966.85		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			40,273.12		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	20,700.00	0.00	-100.0%
3) Other State Revenues		8300-8599	186,621.77	193,125.00	3.5%
4) Other Local Revenues		8600-8799	1,567.37	1,000.00	-36.2%
5) TOTAL, REVENUES			208,889.14	194,125.00	-7.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	3,001.23	3,000.00	0.0%
5) Services, Other Operating Expenses		5000-5999	185,188.38	185,200.00	0.0%
6) Capital Outlay		6000-6999	20,700.00	0.00	-100.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Direct Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			208,889.61	188,200.00	-9.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(0.47)	5,925.00	-1260738.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>NCE (C + D4)</b>			(0.47)	5,925.00	-1260738.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,007.25	17,006.78	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,007.25	17,006.78	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			17,007.25	17,006.78	0.0%
2) Ending Balance, June 30 (E + F1e)			17,006.78	22,931.78	34.8%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance					
signated Amounts		9740	0.00	0.00	0.0%
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of					
Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	17,006.78		
d) Unappropriated Amount		9790		22,931.78	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
1) in County Treasury		9110	57,683.51		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			57,683.51		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	16,854.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	23,822.73		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			40,676.73		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			17,006.78		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	391,432.18	355,000.00	-9.3%
3) Other State Revenues		8300-8599	26,790.30	24,000.00	-10.4%
4) Other Local Revenues		8600-8799	566,340.69	576,000.00	1.7%
5) TOTAL, REVENUES			984,563.17	955,000.00	-3.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	393,595.35	370,008.00	-6.0%
3) Employee Benefits		3000-3999	99,245.68	126,906.00	27.9%
4) Books and Supplies		4000-4999	437,795.55	439,900.00	0.5%
5) Services, Other Operating Expenses		5000-5999	58,300.73	54,610.00	-6.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			988,937.31	991,424.00	0.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(4,374.14)	(36,424.00)	732.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>NCE (C + D4)</b>			(4,374.14)	(36,424.00)	732.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	89,705.00	85,330.86	-4.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			89,705.00	85,330.86	-4.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			89,705.00	85,330.86	-4.9%
2) Ending Balance, June 30 (E + F1e)			85,330.86	48,906.86	-42.7%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	85,330.86		
d) Unappropriated Amount		9790		48,906.86	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
1) in County Treasury		9110	3,639.76		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	63,124.66		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	18,890.23		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			85,654.65		



Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	323.79		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			323.79		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			85,330.86		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	0.00	0.00	0.0%
3) Other State Revenues		8300-8599	115,753.00	38,200.00	-67.0%
4) Other Local Revenues		8600-8799	3,385.67	1,000.00	-70.5%
5) TOTAL, REVENUES			119,138.67	39,200.00	-67.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services, Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	66,342.68	120,000.00	80.9%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Direct Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			66,342.68	120,000.00	80.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			52,795.99	(80,800.00)	-253.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	129,233.00	0.00	-100.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			129,233.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>ICE (C + D4)</b>			182,028.99	(80,800.00)	-144.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	59,897.62	241,926.61	303.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			59,897.62	241,926.61	303.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			59,897.62	241,926.61	303.9%
2) Ending Balance, June 30 (E + F1e)			241,926.61	161,126.61	-33.4%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance					
Designated Amounts		9740	0.00	0.00	0.0%
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	241,926.61		
d) Unappropriated Amount		9790		161,126.61	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
Cash in County Treasury		9110	241,926.61		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			241,926.61		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			241,926.61		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	0.00	0.00	0.0%
3) Other State Revenues		8300-8599	0.00	0.00	0.0%
4) Other Local Revenues		8600-8799	5,929,093.97	1,935,490.00	-67.4%
5) TOTAL, REVENUES			5,929,093.97	1,935,490.00	-67.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	109.03	0.00	-100.0%
5) Services, Other Operating Expenses		5000-5999	506,224.01	40,000.00	-92.1%
6) Capital Outlay		6000-6999	8,009,179.34	0.00	-100.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	921,139.63	1,111,520.00	20.7%
8) Direct Support/Indirect Costs		7300-7399	0.00	107,165.00	New
9) TOTAL, EXPENDITURES			9,436,652.01	1,258,685.00	-86.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,507,558.04)	676,805.00	-119.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	4,114,105.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			4,114,105.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>NCE (C + D4)</b>			606,546.96	676,805.00	11.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	534,842.14	15,536,307.92	2804.8%
b) Audit Adjustments		9793	14,394,918.82	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			14,929,760.96	15,536,307.92	4.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			14,929,760.96	15,536,307.92	4.1%
2) Ending Balance, June 30 (E + F1e)			15,536,307.92	16,213,112.92	4.4%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance					
signated Amounts		9740	0.00	0.00	0.0%
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of					
Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	15,536,307.92		
d) Unappropriated Amount		9790		16,213,112.92	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
1) County Treasury		9110	867,806.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	41,526.31		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	12,146,007.88		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	13,217.50		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	3,303,600.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			16,372,158.18		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	835,850.26		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			835,850.26		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			15,536,307.92		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	8,140.73	74,040.00	809.5%
3) Other State Revenues		8300-8599	0.00	0.00	0.0%
4) Other Local Revenues		8600-8799	50,797.15	20,000.00	-60.6%
5) TOTAL, REVENUES			58,937.88	94,040.00	59.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services, Other Operating Expenses		5000-5999	1,898.40	0.00	-100.0%
6) Capital Outlay		6000-6999	158,098.95	74,040.00	-53.2%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Direct Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			159,997.35	74,040.00	-53.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(101,059.47)	20,000.00	-119.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	10,093.00	948,365.00	9296.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(10,093.00)	(948,365.00)	9296.3%



Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>NCE (C + D4)</b>			(111,152.47)	(928,365.00)	735.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,657,472.70	1,546,320.23	-6.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,657,472.70	1,546,320.23	-6.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			1,657,472.70	1,546,320.23	-6.7%
2) Ending Balance, June 30 (E + F1e)			1,546,320.23	617,955.23	-60.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance					
signed Amounts		9740	0.00	0.00	0.0%
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of					
Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	1,546,320.23		
d) Unappropriated Amount		9790		617,955.23	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
a) in County Treasury		9110	1,612,219.50		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,612,219.50		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	65,899.27		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			65,899.27		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			1,546,320.23		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	0.00	0.00	0.0%
3) Other State Revenues		8300-8599	14,054.08	0.00	-100.0%
4) Other Local Revenues		8600-8799	829,899.02	0.00	-100.0%
5) TOTAL, REVENUES			843,953.10	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services, Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	777,932.50	0.00	-100.0%
8) Direct Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			777,932.50	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			66,020.60	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>Net Change (C + D4)</b>			66,020.60	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	629,650.80	695,671.40	10.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			629,650.80	695,671.40	10.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			629,650.80	695,671.40	10.5%
2) Ending Balance, June 30 (E + F1e)			695,671.40	695,671.40	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance					
Designated Amounts		9740	0.00	0.00	0.0%
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	695,671.40		
d) Unappropriated Amount		9790		695,671.40	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
a) in County Treasury		9110	695,671.40		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			695,671.40		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			695,671.40		

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenues		8100-8299	0.00	0.00	0.0%
3) Other State Revenues		8300-8599	0.00	0.00	0.0%
4) Other Local Revenues		8600-8799	3,892.56	100.00	-97.4%
5) TOTAL, REVENUES			3,892.56	100.00	-97.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services, Other Operating Expenses		5000-5999	250.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Direct Support/ Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Direct Support/Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			250.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			3,642.56	100.00	-97.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8910-8929	0.00	0.00	0.0%
b) Transfers Out		7610-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND</b>					
<b>VCE (C + D4)</b>			3,642.56	100.00	-97.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	160,340.31	163,982.87	2.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			160,340.31	163,982.87	2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Net Beginning Balance			160,340.31	163,982.87	2.3%
2) Ending Balance, June 30 (E + F1e)			163,982.87	164,082.87	0.1%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	163,982.87		
d) Unappropriated Amount		9790		164,082.87	

Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>G. ASSETS</b>					
1) County Treasury		9110	3,446.73		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	6,302.17		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	151,283.97		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
Improvements of Sites		9420	0.00		
c) Accumulated Depreciation - Improvement of Sites		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
<b>10) TOTAL ASSETS</b>			<b>161,032.87</b>		



Description	Resource Codes	Object Codes	2002/03 Unaudited Actuals	2003/04 Budget	Percent Difference
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	(2,950.00)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Compensated Absences		9665	0.00		
b) COPs Payable		9666	0.00		
c) Capital Leases Payable		9667	0.00		
d) Lease Revenue Bonds Payable		9668	0.00		
e) Other General Long-Term Debt		9669	0.00		
7) TOTAL, LIABILITIES			(2,950.00)		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			163,982.87		

Description	2002/03 Unaudited Actuals			2003/04 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>ELEMENTARY</b>						
1. General Education			1,340.08	2,870.65	2,870.65	2,870.65
a. Kindergarten	89.51					
b. Grades One through Three	276.17					
c. Grades Four through Six	448.05					
d. Grades Seven and Eight	526.35					
e. Opportunity Schools						
f. Home and Hospital						
g. Community Day Schools						
2. Special Education						
a. Special Day Class	25.69		25.69	23.09	23.09	23.09
b. NPS - E.C. 56366(a)(7)	1.59		1.59			
c. NPS - E.C. 56836.16						
3. TOTAL, ELEMENTARY	1,367.36	0.00	1,367.36	2,893.74	2,893.74	2,893.74
<b>HIGH SCHOOL</b>						
4. General Education			44.04	992.03	992.03	992.03
a. Grades Nine through Twelve	0.99					
b. Continuation Education	42.98					
c. Opportunity Schools						
d. Home and Hospital	0.07					
e. Community Day Schools						
5. Special Education						
a. Special Day Class				3.27	3.27	3.27
b. NPS - E.C. 56366(a)(7)	1.14		2.16			
c. NPS - E.C. 56836.16						
6. TOTAL, HIGH SCHOOL	45.18	0.00	46.20	995.30	995.30	995.30
<b>COUNTY SUPPLEMENT</b>						
7. County Community Schools						
Elementary			1.76	7.04	7.04	7.04
High School			4.70			
8. Special Education						
a. SDC and SDC Extended Year - Elementary			16.76	23.46	23.46	23.46
b. SDC and SDC Extended Year - High School	1.02		7.15			
c. NPS/LCI - Elementary						
d. NPS/LCI - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	1.02	0.00	30.37	30.50	30.50	30.50
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	1,413.56	0.00	1,443.93	3,919.54	3,919.54	3,919.54
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS						

Description	2002/03 Unaudited Actuals			2003/04 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>CLASSES FOR ADULTS</b>						
13. Concurrently Enrolled Secondary Students						
14. Adults Enrolled, State Apportioned	87.86		79.96	71.20	71.20	71.20
15. Students 21 Years or Older and Students 19 or Older NOT Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study.						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)	87.86	0.00	79.96	71.20	71.20	71.20
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	1,501.42	0.00	1,523.89	3,990.74	3,990.74	3,990.74
<b>SUPPLEMENTAL INSTRUCTIONAL HOURS</b>						
19. ELEMENTARY	49,921.00		55,011.00			
20. HIGH SCHOOL						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)	49,921.00	0.00	55,011.00	0.00	0.00	0.00
<b>COMMUNITY DAY SCHOOLS - Additional Funds</b>						
22. ELEMENTARY						
a. 5th & 6th Hours (ADA)						
b. 7th & 8th Pupil Hours (Hours)						
23. HIGH SCHOOL						
a. 5th & 6th Hours (ADA)						
b. 7th & 8th Pupil Hours (Hours)						
<b>CHARTER SCHOOLS</b>						
24. Block Grant Funded Charters						
a. Charters Sponsored by Unified Districts only enter ADA for pupils residing in the Unified District)	2,385.65		2,385.65	207.00	207.00	207.00
b. Other Block Grant Funded Charters			3,348.54	3,348.54	3,348.54	3,348.54
25. Revenue Limit Funded Charters	3,348.54					
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b and 25)	5,734.19	0.00	5,734.19	3,555.54	3,555.54	3,555.54
27. SUPPLEMENTAL INSTRUCTIONAL HOURS	96,732.00		106,824.00			

## Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides) (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	12,962,323.30	301	4,599.17	303	12,957,724.13	305	510,153.64		307	12,447,570.49	309
2000 - Classified Salaries	4,003,902.77	311	42,289.11	313	3,961,613.66	315	473,356.26		317	3,488,257.40	319
3000 - Employee Benefits (Excluding 3800)	3,858,826.23	321	81,044.55	323	3,777,781.68	325	218,394.69		327	3,559,386.99	329
4000 - Books, Supplies Equip Replace. (6500)	1,723,869.05	331	1,176.69	333	1,722,692.36	335	622,603.67		337	1,100,088.69	339
5000 - Services . . & (7300) Direct Support	2,151,418.04	341	2,686.32	343	2,148,731.72	345	215,019.72		347	1,933,712.00	349
<b>TOTAL</b>					<b>24,568,543.55</b>	<b>365</b>			<b>TOTAL</b>	<b>22,529,015.57</b>	<b>369</b>

Note 1 - In Column 2, report expenditures for the following programs: Nonagency, Community Services, Food Services, Fringe Benefits for Retired Persons, and Facilities Acquisition & Construction.

Note 2 - In Column 4, report expenditures for: Transportation, Lottery Expenditures, Special Education Students in Nonpublic Schools, and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of E.C. Section 41372.

PART II: MINIMUM CLASSROOM COMPENSATION (Function 1000-1999)			Object	EDP No.
1. Teacher Salaries as Per E.C. 41011. . . . .	1100	10,847,323.41		375
2. Salaries of Instruct. Aides Per E.C. 41011. . . . .	2100	473,494.16		380
3. STRS. . . . .	3101 & 3102	867,988.76		382
4. PERS. . . . .	3201 & 3202	14,560.81		383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	173,204.75		384
6. Health & Welfare Benefits - Teachers & Aides (E.C. 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	1,230,760.98		385
7. Employment Insurance for Teachers & Instruct. Aides. . . . .	3501 & 3502	21,821.41		390
8. Teachers' Compensation Insurance for Teachers and Instruct. Aides. . . . .	3601 & 3602	165,916.81		392
9. Other Benefits (E.C. 22310). . . . .	3901 & 3902	32,399.68		393
10. SUB - TOTAL Salaries and Benefits (Sum Lines 1 - 9). . . . .		13,827,470.77		395
11. Less: Teacher and Instruct. Aide Salaries and Benefits deducted in Column 2. . . . .		0.00		
12a. Less: Teacher and Instruct. Aide Salaries and Benefits (other than Lottery) deducted in Column 4a. . . . .		3,635.39		396
b. Less: Teacher and Instruct. Aide Salaries and Benefits (other than Lottery) deducted in Column 4b. . . . .				396
13. TOTAL SALARIES AND BENEFITS. . . . .		13,823,835.38		397
14. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 14 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provision of E.C. 41372. . . . .		61.36%		
15. District is exempt from E.C. 41372 because it meets the provisions under E.C. 41374. (If exempt, enter 'X') . . . . .				

Unaudited Actuals  
2002/03 Unaudited Actuals  
LOTTERY REPORT  
Revenues, Expenditures and  
Ending Balances - All Funds

Description	Object Codes	Unrestricted Lottery Dollars (Resource 1100)	Transferred to Other Resources for Expenditure	Restricted Lottery Dollars (Resource 6300)	Totals
<b>A. REVENUES</b>					
1. Beginning Balance	9791-9795	183,865.22		112,060.81	295,926.03
2. State Lottery Revenue	8560	693,455.05		41,172.17	734,627.22
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Contributions from Unrestricted Resources	8980	0.00			0.00
5. Total Available (Sum Lines A1 through A4)		877,320.27	0.00	153,232.98	1,030,553.25
<b>B. EXPENDITURES</b>					
1. Certificated Salaries	1000-1999	460,841.24			460,841.24
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	93,754.80			93,754.80
4. Books and Supplies	4000-4999	98,016.57		49,614.91	147,631.48
5. Services, Other Operating Expenses	5000-5999, except 5710, 5800	2,256.74			2,256.74
6. Duplicating Costs for Instructional Materials	5710, 5800	2,277.59			2,277.59
7. Capital Outlay	6000-6999	0.00			0.00
8. Tuition	7100-7199	0.00			0.00
9. Other Transfers Out	7200-7299	0.00			0.00
10. Direct Support Costs	7300-7399				0.00
11. Debt Service	7400-7499	0.00			0.00
12. Other Uses	7630-7699	0.00			0.00
13. Total Expenditures (Sum Lines B1 through B12 )		657,146.94	0.00	49,614.91	706,761.85
<b>C. ENDING BALANCE</b>					
(Must equal Line A5 minus Line B13)	979Z	220,173.33	0.00	103,618.07	323,791.40

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act

Description	Form K-12 EDP No.	2002/03 Unaudited Actuals	2003/04 Budget
<b>BASE REVENUE LIMIT</b>			
1. Base Revenue Limit per ADA	025	4,632.69	4,725.69
2. Inflation Increase	019	93.00	
3. All Other Adjustments	---		
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum lines 1 through 3)	024	4,725.69	4,725.69
<b>TOTAL REVENUE LIMIT</b>			
5. Total Base Revenue Limit			
a. Base Revenue Limit Per ADA (from line 4)	024	4,725.69	4,725.69
b. Total Revenue Limit ADA	033	3,829.14	4,126.27
c. Total Base Revenue Limit (5a times 5b)	034	18,095,328.61	19,499,472.88
6. Necessary Small Elementary School Allowance	209		
7. Necessary Small High School Allowance	211		
8. Necessary Small Continuation High School Increase	058	252,242.00	126,121.00
9. Gain or Loss from Interdistrict Attendance (PL 81-874)	045		
10. Unemployment Insurance Increase	960	24,883.00	16,293.00
11. Meals for Needy Increase	370		
12. Less: Class Size Penalties	084		
13. Less: PERS Reduction (must agree with objects 8092 and 3800-3802, not applicable to Basic Aid districts)	085	303,386.00	91,158.00
14. Less: Transfer of Special Education SDC Revenues to County Offices	121	108,040.00	104,735.00
15. Less: Transfer of County Community School Revenues to County Offices	310	30,528.00	32,870.00
16. Less: Transfer of County NPS/LCI Revenues to County Offices	315		
17. Core Program Revenue	181	223,609.00	111,056.00
18. Remedial Programs	129	131,183.00	77,428.00
19. Apprentice Allowance	087		
20. Community Day Schools	800		
21. Less: Revenue Limit Adjustment:			
a. Longer Day/Year Penalty	060		
b. Excess ROC/P Reserves	160		
22. Pupil Promotion and Retention and Low STAR Score (Grades 2-9)	070		
23. Elementary Intensive Reading (Grades K-4)	165		
24. Beginning Teacher Salary Incentive Funding	670	48,482.00	49,032.00
25. Intensive Algebra Instruction Academics (Grades 7-8)	240		
26. Other Revenue Limit Adjustments	062		
27. Adjustment to Basic Aid Guarantee	223		
28. All Other Adjustments	---		(234,582.00)
29. TOTAL, REVENUE LIMIT (Sum Lines 5c, 6 through 11, minus Lines 12 through 16, plus Lines 17 through 20, minus Lines 21a and b, plus Lines 22 through 28)		18,333,773.61	19,416,057.88

Description	Form K-12 EDP No.	2002/03 Unaudited Actuals	2003/04 Budget
<b>REVENUE LIMIT - LOCAL SOURCES</b>			
30. Charter Schools In-lieu Taxes	124	14,497,147.00	9,098,825.00
31. Less: Property Taxes	117	18,070,857.00	18,370,102.00
32. Less: Miscellaneous Taxes	118		
33. Less: Community Redevelopment Funds	125		
34. TOTAL REVENUE LIMIT - LOCAL SOURCES (Line 30 minus Lines 31 through 33)		(3,573,710.00)	(9,271,277.00)
35. Less: Charter Schools General Purpose Block Grant (Unified Districts Only)	123	11,749,984.00	1,009,232.00
36. STATE AID ENTITLEMENT (Sum Lines 29 and 34, Minus Line 35)		3,010,079.61	9,135,548.88
37. BASIC AID ENTITLEMENT (For Basic Aid Districts only, Sum EDP 122, 223, 121, 310, 315, 181, 129, 070, 165, 240, 087, 700 and 800 of Form K-12)	---		
38. NET STATE AID - REVENUE LIMIT (Greater of Line 36 or Line 37)		3,010,079.61	9,135,548.88
39. Less: Actual Revenue Limit State Apportionment Receipts (Apportionment Doc: Form K-12, Exhibit H, EDP 999)	---	2,877,955.00	
40. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 38 minus Line 39)		132,124.61	

**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 03/04.10 Approving the Execution and Delivery of Certain Agreements and Documents in Connection With the Execution and Delivery of Certificates of Participation On Behalf of the District and Other Matters Related Thereto.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

September 16, 2003

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**BACKGROUND:**

The attached resolution support the form of the Reimbursement Agreement and the Irrevocable Letter of Credit for the issuance of Certificates of Participation.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 03/04.10 approving the execution and delivery of certain agreements and documents in connection with the execution and delivery of Certificates of Participation on behalf of the District and other matters related thereto.

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**RESOLUTION NO. 03/04.10**

**RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN  
PLACER UNIFIED SCHOOL DISTRICT APPROVING THE EXECUTION AND  
DELIVERY OF CERTAIN AGREEMENTS AND DOCUMENTS IN  
CONNECTION WITH THE EXECUTION AND DELIVERY OF CERTIFICATES  
OF PARTICIPATION ON BEHALF OF THE DISTRICT AND OTHER  
MATTERS RELATED THERETO**

**WHEREAS**, the Western Placer Unified School District (the "**District**") is a member of a joint powers authority (the "**Authority**") formed pursuant to a Joint Exercise of Powers Agreement (the "**JPA Agreement**") to assist its Members (as defined in the JPA Agreement) in, among other things, financing working capital and financing or refinancing public capital improvements for school facilities;

**WHEREAS**, the Board of Trustees has determined that it is in the best interest of the District to construct and improve certain school facilities within the District;

**WHEREAS**, the JPA Agreement and the Act authorize the Authority to assist in the financing of Program Projects (as defined in the JPA Agreement) and the Authority will assist the District in connection with the execution and delivery of the District's Certificates of Participation (School Facilities Project), Series 2003B (the "**Certificates**") in the maximum aggregate amount of not to exceed \$[14,000,000] to finance the construction and improvement of such school facilities within the District;

**WHEREAS**, in order to facilitate the execution and delivery of the Certificates by the Authority, the District and the Authority will enter into the Lease (as hereinafter defined) pursuant to which the District will lease certain real property currently located in the District and all facilities and improvements located thereon to be selected by the Superintendent of the District (the "**Property**") to the Authority;

**WHEREAS**, the District and the Authority will enter into the Sublease (as hereinafter defined) pursuant to which the Authority will sublease the Property to the District;

**WHEREAS**, pursuant to an Assignment Agreement (as hereinafter defined) the Authority will assign and transfer to U.S. Bank National Association (the "**Trustee**") all of its rights, title and interest in and to the Sublease and the Lease, including its right to receive payments of base rental under the Sublease;

**WHEREAS**, the Authority, the District and the Trustee will enter into a Second Supplemental Trust Agreement (as hereinafter defined) pursuant to which the Trustee will execute and deliver the Certificates;

**WHEREAS**, the District and Banc of America Securities LLC (the "**Underwriter**") will enter into the Purchase Agreement (as hereinafter defined) relating to the Certificates;

**WHEREAS**, the Authority, the District and Bank of America, N.A, or such other bank as may be approved by the Authority and the District (the "**Bank**") will enter into a Reimbursement Agreement (as hereinafter defined) pursuant to which the District will agree to reimburse the Bank for certain payments made by the Bank in connection with the Certificates;

**WHEREAS**, the District and Banc of America Securities LLC, as remarketing agent (the "**Remarketing Agent**") will enter into a Remarketing Agreement (as hereinafter defined) to provide for the remarketing of the Certificates; and

**WHEREAS**, there have been presented to this meeting the following:

- (i) A form of Lease Agreement (the "**Lease**") by and between the District and the Authority;
- (ii) A form of Sublease Agreement (the "**Sublease**") by and between the Authority and the District;
- (iii) A form of Assignment Agreement (the "**Assignment Agreement**") by and between the Authority and the Trustee;
- (iv) A form of Second Supplemental Trust Agreement (the "**Second Supplemental**") by and among the Authority, the District and the Trustee;
- (v) A form of Certificate Purchase Agreement (the "**Purchase Agreement**") by and between the District and the Underwriter;
- (vi) A form of Remarketing Agreement (the "**Remarketing Agreement**") by and between the District and the Remarketing Agent;
- (vii) A form of Reimbursement Agreement (the "**Reimbursement Agreement**") by and between the District and the Bank; and
- (viii) A form of official statement relating to the Certificates (the "**Official Statement**").

**NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED** by the Board of Trustees of the District as follows:

**SECTION 1.** The District, as a Member of the Authority within whose boundaries the Program Projects are to be located, hereby approves the execution and delivery of the Certificates and hereby determines there will be significant public benefit resulting therefrom.

**SECTION 2.** The form of the Lease on file with the District and considered at this meeting is hereby approved. The officers and agents of the District 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 the Lease in substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District, including, without limitation, the property and facilities to be subject to such Lease and such changes as may be necessary to obtain credit enhancement, including bond insurance, with respect to the Certificates, such approval to be conclusively evidenced by the execution and delivery thereof.

The officers and agents of the District are hereby authorized and directed to make changes to the Lease to achieve the purposes for which the Certificates are being executed and delivered.

**SECTION 3.** The form of the Sublease on file with the District and considered at this meeting is hereby approved. The officers and agents of the District 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 the Sublease in substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District, including, without limitation, the property and facilities to be subject to such Sublease and such changes as may be necessary to obtain credit enhancement, including bond insurance, with respect to the Certificates, such approval to be conclusively evidenced by the execution and delivery thereof. The officers and agents of the District are hereby authorized and directed to make changes to the Sublease to achieve the purposes for which the Certificates are being executed and delivered.

**SECTION 4.** The District hereby consents to the assignment by the Authority pursuant to the Assignment Agreement of substantially all of its rights, title and interest under the Sublease and the Lease, including the right to receive payments of base rental under the Lease Agreement, to the Trustee for the benefit of the owners of the Certificates.

**SECTION 5.** The form of the Second Supplemental on file with the District and considered at this meeting is hereby approved. The officers and agents of the District 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 the Second Supplemental in substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District, including, without limitation, such changes as may be necessary to obtain credit enhancement, including bond insurance, with respect to the Certificates, such approval to be conclusively evidenced by the execution and delivery of the Second Supplemental by such officers and agents. The officers and agents of the District are hereby authorized and directed to make changes to the Second Supplemental to achieve the purposes for which the Certificates are being executed and delivered.

**SECTION 6.** The form of the Reimbursement Agreement on file with the District and considered at this meeting are hereby approved. The officers and agents of the District 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 the Reimbursement Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District. The District hereby approves the reimbursement of the Bank for certain payments in connection with the Certificates pursuant to the Reimbursement Agreement.

**SECTION 7.** The form of the Remarketing Agreement on file with the District and considered at this meeting are hereby approved. The officers and agents of the District 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 the Remarketing Agreement in

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substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District.

**SECTION 8.** The form of an official statement containing certain information regarding the District and relating to the Certificates (the "**Official Statement**") on file with the District and considered at this meeting is hereby approved with such changes therein as are reasonable and customary and as are approved by the Superintendent or his or her designee, as being in the best interests of the District. The distribution of the Official Statement in conjunction with the sale and delivery of the Certificates is hereby approved. The Superintendent or his or her designee of the District are hereby authorized to execute and deliver the Official Statement.

**SECTION 9.** The form of Purchase Agreement on file with the District and considered at this meeting is hereby approved and the Certificates are hereby authorized to be sold to the Underwriter pursuant to the Purchase Agreement subject to the conditions set forth in this Section 10. The officers and agents of the District are hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Purchase Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the officers and agents of the District may approve, in their discretion, as being in the best interests of the District, such approval to be conclusively evidenced by the execution and delivery thereof; provided that (i) the aggregate principal amount of the Certificates shall not exceed \$[14,000,000], and (ii) the maximum aggregate underwriter's discount (excluding original issue discount, if any) from the principal amount of the Certificates shall not exceed two and one-half percent (2.5%) of the aggregate principal amount of the Certificates, excluding any costs of issuance to be paid by Underwriter, if any. All other terms and conditions shall be consistent with and shall carry out the intention of this Board's approval, as set forth herein.

**SECTION 10.** The officers and agents of the District are hereby authorized and directed to execute all documents and to take such actions as they may deem necessary or convenient in order to effectuate the purposes of this Resolution and to permit the execution and delivery of the Certificates as such officers and agents deem as being in the best interests of the District, in the manner described in the documents hereby approved.

[Signature Page to Follow]

The foregoing resolution was duly adopted by the Board of Trustees of Western Placer Unified School District the 16th day of September, 2003.

**BOARD OF TRUSTEES OF WESTERN  
PLACER UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Trustees

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## REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (the "Agreement") is made as of September \_\_, 2003 by and among BANK OF AMERICA, N.A., a national banking association (the "Bank"), the CALIFORNIA PUBLIC SCHOOL DISTRICT FINANCING AUTHORITY (the "Authority") and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a unified school district organized under constitution and the laws of the State of California (the "District").

### RECITALS

- A. The District has the present need to construct and improve a new elementary school to be known as the Foskett Elementary School and certain other school facilities located within the boundaries of the District (collectively, the "Project");
- B. For the purpose of financing of the Project, the District has determined to execute and deliver up to \$14,000,000.00 aggregate principal amount of its Adjustable Rate Certificates of Participation (School Facilities Project) Series 2003B (the "Certificates"), to be executed and delivered under and pursuant to the terms of a Master Trust Agreement, dated as of July 1, 2003 (the "Master Trust Agreement") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Agreement dated as of September \_\_, 2003 among the Authority, the District and the Trustee (the "Trust Agreement");
- C. In order to provide a source for payment when due of the principal and interest with respect to and the purchase price of the Certificates, the Bank will provide a direct pay letter of credit (the "Letter of Credit") pursuant to this Agreement initially in the amount of \$14,000,000;
- D. The Bank is willing to provide the Letter of Credit to the Trustee upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, and in order to induce the Bank to issue its letter of credit, the District, the Authority and the Bank hereby agree as follows (capitalized terms used herein and not otherwise defined have the meaning set forth in Section 1 hereof):

### ARTICLE ONE

#### DEFINITIONS

Section 1.1 Definitions. Capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Trust Agreement. In addition to terms defined elsewhere in this Agreement, as used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined:

"Agreement" shall mean this Reimbursement Agreement, as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

"Authority" shall mean the California Public School District Financing Authority, a joint powers authority, duly organized and existing under the laws of the State of California.

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"Authorized Representative" shall mean such person at the time and from time to time authorized by resolution to act on behalf of the District by written certificate furnished to the Bank.

"Bank" shall mean Bank of America, N.A.

"Bank Certificates" shall mean the Certificates held by the Tender Agent for the benefit of the Bank as provided in Section 4.10 of the Trust Agreement.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where the Bank's lending office is located.

"Certificates" means the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2003B.

"Date of Issuance" shall mean the date on which the Bank delivers the Letter of Credit pursuant to this Agreement.

"Default Rate" shall mean the Prime Rate plus 3% per annum.

"District" shall mean the Western Placer Unified School District, a unified school district duly organized and existing under and by virtue of the Constitution and the laws of the State of California.

"Drawing" shall mean a drawing under the Letter of Credit resulting from the presentation to the Bank by the Trustee of a certificate in the form of Annex A, B, C or D to the Letter of Credit.

"Drawing Date" shall mean the date on which the Bank pays a Drawing on the Letter of Credit.

"Event of Default" shall mean any event specified in Section 6.1 of this Agreement, provided that any requirement for notice, lapse of time, or both, or any other condition has been satisfied.

"Expiration Date" shall mean the Stated Expiration Date specified in the Letter of Credit.

"Letter of Credit" shall mean the irrevocable direct pay letter of credit to be issued by the Bank pursuant hereto for the account of the District in favor of the Trustee to support payment of the Certificates, in substantially the form of Exhibit A to this Agreement with appropriate insertions, as it may be amended or supplemented from time to time.

"Letter of Credit Commitment" shall mean U.S. \$[00,000,000], which is comprised of a principal component of \$[ ] and an interest component of \$[ ].

"Lease Payments" shall mean the Base Rental and Additional Rental payable under the Sublease Agreement.

"Obligations" shall mean the fees relating to the Letter of Credit, any and all obligations of the District to reimburse the Bank for a drawing under the Letter of Credit, and all other obligations of the District to the Bank arising under or in relation to this Agreement.

"Payment Office" shall mean with respect to the Bank, the office of the Bank located at the address set forth on the signature page of this Agreement or such other office as the Bank may from time to time designate.

"Person" means a natural person, a firm, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Prime Rate" shall mean the rate of interest publicly announced from time to time by the Bank as its Prime Rate. The Prime Rate is set by the Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate.

"Project" shall have the meaning assigned to that term in Recital A.

"Related Documents" shall have the meaning set forth in Section 3.1(d) hereof.

"Stated Amount" shall mean the principal amount available to be drawn under each Letter of Credit.

"Trust Agreement" shall mean the Master Trust Agreement dated as of July 1, 2003 between the Authority and the Trustee, as supplemented by the Second Supplemental Trust Agreement dated as of September \_\_, 2003 among the Authority, the District and the Trustee, which provides for the execution and delivery of the Certificates.

## ARTICLE TWO

### LETTER OF CREDIT

#### Section 2.1. Issuance of Letter of Credit.

(a) Issuance of Letter of Credit. The Bank hereby agrees, on the terms and subject to the conditions hereinafter set forth, to issue the Letter of Credit to the Trustee, in accordance with the terms of this Section 2.1. The Letter of Credit shall be issued by the Bank upon satisfaction by the District and the Authority of all conditions precedent set forth in Section 3.1 hereof, and for a stated term from the date of the Letter of Credit to the Expiration Date.

(b) Drawing on the Letter of Credit. Drawings to be made under the Letter of Credit shall be made by presentation by hand delivery or by telecopy, with receipt confirmed, with an original to follow by mail, in the form of a sight draft, accompanied by the appropriate annex submitted by the Trustee and no further presentation of documentation, including the original Letter of Credit, need be made; it being understood that the telecopy, with receipt confirmed, shall in all events be considered to be the sole operative instrument of drawing. The Bank may rely upon any such telecopy drawing that the Bank, in good faith, believes to have been dispatched by the Trustee.

(c) Reduction and Reinstatement. The Stated Amount of the Letter of Credit shall be reduced by the amount of each Drawing, and shall be reinstated following certain Drawings, all as provided in the Letter of Credit.



## Section 2.2. Reimbursement of Drawings.

(a) The District hereby agrees to reimburse the Bank for any Drawing under the Letter of Credit as follows: (i) on the same day established under the Trust Agreement for payment of amounts due with respect to the Certificates, a sum equal to the amount drawn and paid on the Letter of Credit on such payment date to pay regularly scheduled payments of principal and interest accrued with respect to the Certificates; (ii) upon demand, upon the occurrence of an Event of Default, interest on all Obligations, including all outstanding Drawings, at the Default Rate; and (iii) no later than thirty (30) days following the date of a Drawing to pay the purchase price of tendered Certificates, the amount drawn under the Letter of Credit, together with interest thereon at the Prime Rate.

(b) The District hereby agrees to pay interest on the unpaid principal amount of each Drawing due pursuant to Section 2.2(a)(iii) at a rate per annum equal to the Prime Rate. The principal amount of any Drawing not paid when due shall bear interest at the Default Rate.

(c) If the District shall fail to pay when due (whether at maturity, on demand, by reason of acceleration or otherwise) any amount due and unpaid hereunder, each such unpaid amount shall (to the extent permitted by applicable law) bear interest for each day from and including the date it was so due until paid in full at a rate per annum equal to the Default Rate, payable on demand.

## Section 2.3. Letter of Credit Fees and Other Payments

(a) Commitment Fee. Borrower agrees to pay a commitment fee of up to Fourteen \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00) [.10% of the Initial Stated Amount] on the Date of Issuance, which fee shall be deemed fully earned by the Bank upon its commitment to issue the Letter of Credit, and shall be nonrefundable.

(b) Letter of Credit Fee. The District agrees to pay an annual Letter of Credit fee equal to the number of percentage points indicated below for the then-current issuer general obligation ratings by Standard & Poor's Rating Service and Moody's Investor Service on the District's general obligations:

<u>Rating</u>	<u>Percentage Points</u>
A2/A or better	.65%
A3/A-	.75%
BBB+/Baa1	1.00%

If either S&P or Moody's shall rate the issuer general obligation credit ratings of the District lower than the other rating agency, the number of percentage points used to calculate the fee will be determined by reference to the lower rating.

The initial Letter of Credit fee shall be due and payable on the Date of Issuance and shall include the fees for the period commencing on the Date of Issuance through the first anniversary of the Date of Issuance. Thereafter, the Letter of Credit fee shall be paid annually in advance on the anniversary date of the Date of Issuance. The Letter of Credit fee is fully earned each time it is paid and shall be payable whether or not the Letter of Credit remains outstanding throughout the entire period for which it is paid.

(c) Other Fees. In addition, the District shall pay to Bank upon the amendment or transfer of the Letter of Credit and upon the negotiation of each draft drawn under the Letter of Credit, fees and charges determined by Bank in accordance with Bank's standard fees and charges in effect at the time the Letter of Credit is amended or transferred or any draft is paid.

(d) Calculation of Fees and Interest. All fees and interest payable under this Agreement shall be calculated on the basis of a 365-day year and actual days elapsed.

(e) Costs and Expenses. The District shall pay any and all fees, charges and expenses, payable or incurred by the Bank in connection with the execution, delivery, performance and enforcement of this Agreement and the Letter of Credit, including without limitation, the fees and expenses of counsel to the Bank, together with interest on such amounts from the date such payment is due until paid at a rate per annum equal to the Default Rate, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such fees and expenses.

(f) Additional Costs. The District will pay the Bank, on demand, for the Bank's costs or losses arising from any statute or regulation, or any request or requirement of a regulatory agency which is applicable to all national banks or a class of all national banks. The costs and losses will be allocated to the loan in a manner determined by the Bank, using any reasonable method. The costs include the following:

(i) any reserve or deposit requirements; and

(ii) any capital requirements relating to the Bank's assets and commitments for credit.

(g) Payment Office. All payments to be made by the District to the Bank hereunder or in connection herewith, shall be made at the address of the Bank set forth on the signature page hereof not later than 1:00 p.m., Los Angeles time, on the date due and shall be made in lawful money of the United States of America and in immediately available funds. Any amount not received by the Bank by such time shall be deemed to have been received on the next succeeding Business Day. All such payments not received on the date due shall bear interest until payment in full at the Default Rate.

(h) Obligation Absolute. The obligations of the District under this Agreement shall be unconditional and irrevocable, and shall be paid or performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever, including, without limitation, the following circumstances:

(i) the existence of any claim, set-off, defense or other rights which the District may have at any time against the Trustee, any beneficiary or any transferee of the Letter of Credit (or any persons for whom the Trustee, any such beneficiary or any such transferee may be acting) or the Bank, whether in connection with the transactions contemplated by this Agreement or any related or unrelated transactions;

(ii) any breach of contract or other dispute between the District, the Authority, the Trustee, any beneficiary or any transferee of the Letter of Credit (or any person for whom the Trustee, any such beneficiary or any such transferee may be acting), the Bank or any other person;

(iii) any delay, extension of time, renewal, compromise or other indulgence or modification granted or agreed to by the Bank, with or without notice to

or approval by the District, in respect of any of the District's obligations to the Bank under this Agreement;

(iv) any certificate, statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, provided that payment by the Bank under the Letter of Credit against presentation of any such certificate, statement or document shall not have constituted gross negligence or willful misconduct of the Bank;

(v) any non-application or misapplication by the Trustee of the proceeds of any Drawing under the Letter of Credit;

(vi) payment by the Bank under the Letter of Credit against presentation of a certificate which does not comply with the terms of the Letter of Credit, provided that such payment by the Bank shall not have constituted gross negligence or willful misconduct of the Bank; and

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(i) Non-Business Days. If any sum becomes payable pursuant to this Agreement on a day which is not a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended time shall be included in the computation of interest and fees.

(j) Taxes. All payments made by the District hereunder shall be made free and clear of and without deduction for any present or future income, stamp or other taxes, levies, imposts, deductions, charges, fees, withholdings, restrictions or conditions of any nature now or hereafter imposed, levied, collected, withheld or assessed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (whether pursuant to United States Federal, state or local law or foreign law) and all interest, penalties or similar liabilities, excluding taxes on the overall net income of the Bank (such non-excluded taxes are hereinafter collectively referred to as the "Taxes"). If the District shall be required by law to deduct or to withhold any Taxes from or in respect of any amount payable hereunder, (i) the amount so payable shall be increased to the extent necessary so that after making all required deductions and withholdings (including Taxes on amounts payable to the Bank pursuant to this sentence) and decreased to give effect to any refunds or credits received by the Bank so that the Bank receives an amount equal to the sum it would have received had no such deductions or withholdings been made (ii) the District shall make such deductions or withholdings and (iii) the District shall pay the full amount deducted or withheld to the relevant taxation authority in accordance with applicable law. Whenever any Taxes are payable by the District, as promptly as possible thereafter the District shall send the Bank an official receipt or other documentation satisfactory to the Bank evidencing payment to such taxation authority.

(k) Maximum Rate. To the extent permitted by law, in the event that a rate of interest required to be paid by the District under this Agreement shall exceed a maximum rate established by law, any subsequent reduction in the rate of interest required to be paid by the District hereunder will not reduce the rate of interest below the maximum rate established by law until the total amount of interest accrued equals the amount of interest which would have accrued if the rate of interest required hereunder (without giving effect to this paragraph) had at all times been in effect. The Bank understands and acknowledges that its right to demand increases in Lease Payments is limited to the extent that Lease Payments may not exceed the fair rental value for the Property.

Section 2.4. Liability of Bank. Neither the Bank nor any of its officers or directors shall

be liable or responsible for (a) the use which may be made of the Letter of Credit or for any acts or omissions of the Trustee and any transfer in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Bank against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (d) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit, except only that the District shall have a claim against the Bank, and the Bank shall be liable to the District, to the extent of any damages suffered by the District by (i) the Bank's willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms of the Letter of Credit or (ii) the Bank's willful failure or gross negligence in failing to pay under the Letter of Credit after the presentation to it by the Trustee of a sight draft and certificate strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; provided, that if the Bank shall receive written notification from the Trustee and the District that sufficiently identified (in the opinion of the Bank) documents to be presented to the Bank are not to be honored, the Bank agrees that it will not honor such documents.

The Bank shall not be liable or responsible in any respect for (i) any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with the Letter of Credit or (ii) any action, inaction or omission which may be taken by it in good faith in connection with the Letter of Credit; provided that the District shall not be liable or responsible in any respect if such liability or responsibility results from the willful misconduct or gross negligence of the Bank. The District further agrees that any action taken or omitted by the Bank under or in connection with the Letter of Credit or the related draft or documents, if done in good faith without gross negligence, shall be effective against the District as to the rights, duties and obligations of the Bank and shall not place the Bank under any liability to the District.

Section 2.5. Nature of Obligations of the District. The obligations of the District under this Agreement shall constitute a general fund obligation of the District. The obligations of the District under this Agreement to reimburse the Bank for Drawings shall be paid and performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever, including, without limitation, the following circumstances:

- (a) any lack of validity or enforceability of this Agreement, the Letter of Credit or any of the Related Documents;
- (b) any amendment or waiver of, or any consent to or departure from this Agreement or any Related Documents;
- (c) the existence of any claim, set-off, defense or other rights which the District may have at any time against the Trustee, any beneficiary or any transferee of the Letter of Credit (or any person for whom the Trustee, any such beneficiary or any such transferee may be acting), the Bank or any other person, whether in connection with this Agreement, the Letter of Credit, the Related Documents or any unrelated transaction;
- (d) any statement in any certificate or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) payment by the Bank under the Letter of Credit against presentation of a draft or certificate which does not comply with the terms of the Letter of Credit;

unless any of the foregoing results from the gross negligence or willful misconduct of the Bank.

### ARTICLE THREE

#### CONDITIONS PRECEDENT

Section 3.1. Conditions Precedent to Issuance of Letter of Credit. The obligation of the Bank to issue the Letter of Credit shall be subject to the fulfillment of the following conditions precedent on or before the Date of Issuance thereof, in a manner satisfactory to the Bank and its counsel:

(a) The Bank shall have received an opinion of O'Melveny & Myers, LLP, as special counsel, in form and substance satisfactory to the Bank and its counsel, dated the Date of Issuance.

(b) The Bank shall have received an opinion of counsel to the District, in form and substance satisfactory to the Bank and its counsel;

(c) The Bank shall have received an opinion of counsel to the Authority, in form and substance satisfactory to the Bank and its counsel;

(d) The Bank shall have received on the Date of Issuance certified copies or executed originals, as the Bank may request, of this Agreement, the Trust Agreement, the Lease Agreement, the Sublease Agreement, the Assignment Agreement, the Remarketing Agreement, and the Certificates (collectively, the "Related Documents") and any other documents which the Bank may reasonably request evidencing that all necessary action (including, without limitation, adoption of resolutions) required to be taken by the District and the Authority in connection with the authorization, execution, issuance, delivery and performance of such documents and any other document required to be delivered by the District or the Authority pursuant to or in connection with this Agreement or the transactions contemplated hereby, has been taken.

(e) The Bank shall have received payment of the Commitment Fee required by Section 2.3(a), the Letter of Credit fee required by Section 2.3(b) and reimbursement of all out-of-pocket costs and expenses in connection with the issuance of the Letter of Credit and the execution and delivery of this Agreement and the Related Documents, including without limitation, attorneys' fees and expenses.

(f) The Bank shall have received a certificate signed by an Authorized Representative of the District dated the Date of Issuance stating that on such date:

(i) the representations and warranties set forth in this Agreement and in any other certificate, letter, writing or instrument delivered by the District to the Bank pursuant hereto or in connection herewith, shall be true and correct as of the Date of Issuance;

(ii) no material adverse change shall have occurred in the condition (financial or otherwise) of the District since the date of the District's most recent financial statements delivered to the Bank;

(iii) on the Date of Issuance, no Event of Default or no event, act or omission which with notice, lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing; and

(iv) there is no lawsuit, tax claim or other dispute pending or threatened against the District which, if lost, would impair the District's financial condition or ability to repay the unreimbursed Drawings, except as have been disclosed in writing to the Bank.

(g) The Bank shall have received copies of resolutions of the Board of Education of the District, certified by the District Clerk, authorizing, among other things, the execution, delivery and performance by the District of this Agreement and the Related Documents to which it is a party and authorizing the District to obtain issuance of the Letter of Credit pursuant to this Agreement.

(h) The Bank shall have received a certificate of an Authorized Representative of the District dated the Date of Issuance certifying as to the authority, incumbency and specimen signatures of the Authorized Representative of the District authorized to sign this Agreement and the Related Documents to which it is a party and any other documents to be delivered by it hereunder and who will be authorized to represent the District in connection with this Agreement, upon which the Bank may rely until it receives a new such certificate.

(i) The Bank shall have received copies of resolutions of the Authority, certified by an authorized representative of the Authority, authorizing, among other things, the execution, delivery and performance by the Authority of this Agreement and the Related Documents to which it is a party and authorizing the execution and delivery of the Certificates.

(j) The Bank shall have received a certificate of an authorized representative of the Authority dated the Date of Issuance certifying as to the authority, incumbency and specimen signatures of the authorized representative of the Authority authorized to sign this Agreement and the Related Documents to which it is a party and any other documents to be delivered by it hereunder and who will be authorized to represent the Authority in connection with this Agreement, upon which the Bank may rely until it receives a new such certificate.

(k) Except for state "blue sky" laws, the Bank shall have received true and correct copies of any and all governmental approvals necessary for the District and the Authority to enter into this Agreement and the Related Documents to which it is a party and such approvals necessary at the Closing Date for the transactions contemplated thereby and hereby, or if no governmental approvals are required, a certificate of an Authorized Representative of the District to the effect that no such approvals are necessary.

(l) The Bank shall have received copies of the audited financial statements of the District for the three most recent years for which such statements are available, unaudited financial statements of the District for any fiscal year for which audited financial statements are unavailable, a copy of the District's 2002-2003 adopted budget and a copy of the proposed 2003-2004 budget that has been submitted by the District to the County Office of Education.

(m) A certificate of the Trustee, as to such matters as the Bank shall reasonably request.

(n) An opinion of counsel to the Trustee, in form and substance satisfactory to the Bank and its counsel.

(o) Evidence of business interruption insurance, general liability and property damage insurance required to be carried by the District pursuant to the Sublease Agreement satisfactory to the Bank and naming the Bank as an additional insured.

(p) Evidence that the unenhanced credit rating on the Certificates is BBB+ by S&P or Baa1 by Moody's.

(q) A copy of the fully executed fixed price contract for construction of the Twelve Bridges Elementary School with a fixed price not to exceed \$18,700,000.

(r) Evidence that the District has been awarded a matched-funding grant in an amount not less than \$11,200,000 from the Office of Public School Construction and State Allocation Board of the State of California.

(s) Copies of complete appraisals on the Property to be leased under the Sublease Agreement.

(t) All other legal matters pertaining to the execution and delivery of this Agreement, the issuance of the Letter of Credit and the other Related Documents shall be reasonably satisfactory to the Bank and their counsel.

#### ARTICLE FOUR

##### REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations and Warranties. In order to induce the Bank to enter into this Agreement and to issue the Letter of Credit provided for in this Agreement, the District represents and as of the Date of Issuance, warrants and covenants with respect to itself, this Agreement and certain matters:

(a) The District is a unified school district organized and existing by virtue of and under the Constitution and the laws of the State of California, has the requisite power to carry on its present and proposed activities, and has and had full power, right and authority to enter into this Agreement and the Related Documents to which it is a party and to perform each and all of the matters and things herein and therein.

(b) This Agreement, and any instrument or agreement required hereunder, are within the District's powers, have been duly authorized, and do not conflict with any of its organizational papers.

(c) This Agreement is a legal, valid and binding agreement of the District, enforceable against the District in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.

(d) The execution and delivery of, and performance by the District of its obligations under, this Agreement and the Related Documents to which it is a party, and any and all instruments or documents required to be executed in connection herewith or therewith were and are within the powers of the District and will not violate any provision of any applicable law, regulation, decree or governmental authorization, and will not in any material respect violate or cause a default under any provision of any contract, agreement, mortgage, indenture or other undertaking to which it is a party or which is binding upon it or any of its property or assets, and will not result in the imposition or creation of any lien, charge, or encumbrance upon any of its properties or assets pursuant to the provisions of any such contract, agreement, mortgage, indenture or undertaking.

(e) Except for state "blue sky" laws, all authorizations, licenses, consents, approvals and undertakings which are required to be obtained by the District under any applicable law in connection with the execution, delivery and performance by the District of its obligations under, or in connection with, this Agreement and the Related Documents to which it is a party, have been received on or prior to the Date of Issuance; and all such authorizations, licenses, consents,

approvals and undertakings are in full force and effect.

(f) This Agreement does not conflict with any law, agreement, or other obligation by which the District is bound.

(g) All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the District's financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, except as disclosed in the Official Statement, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of the District.

(h) There is no lawsuit, tax claim or other dispute pending or threatened against the District which, if lost, would impair the District's financial condition or ability to perform its obligations under this Agreement, except as have been disclosed in writing to the Bank.

(i) The Property is owned by the District free of any title defects or any liens or interests of others, except those which have been approved by the Bank in writing.

(j) The District is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation.

(k) The District is not immune from jurisdiction in any federal court or court within the State of California or from legal process under the laws or in the courts of the United States of America or the State of California with respect to this Agreement or any of the Related Documents.

(l) The representations and warranties of the District in the Related Documents to which it is a party are true and correct, and the District makes such representations and warranties for the benefit of the Bank as if the same were set forth at length in this Agreement and the District has furnished the Bank a true and correct copy of all of the Related Documents as in effect on the date hereof.

(m) The statements and information contained in the Official Statement issued in connection with the offering and sale of the Certificates (other than the statements and information contained under the captions "THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT" and "THE BANK" thereto) and all statements and information made in writing by the District to the Bank herein or in connection herewith are and at the Date of Issuance will be true, correct and complete in all material respects as such statements and information pertains to the District and as to such statements, does not and at the Date of Issuance will not omit any statement or information necessary to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(n) The statements and information contained in any disclosure documents issued in connection with the offer and sale of any bonds, notes or other obligations issued by the District are true, correct and complete in all material respects as such statements and information pertains to the District.

## ARTICLE FIVE

### COVENANTS

Section 5.1. Affirmative Covenants. The District covenants and agrees with the Bank as follows:



(a) The District shall reimburse the Bank for any unreimbursed Drawings under the Letter of Credit as required by Section 2.2(a).

(b) The District shall provide the following financial information and statements in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time:

(i) Within 210 days of the District's fiscal year end, the District's annual financial statements, certified and dated by an authorized financial officer of the District. These financial statements must be audited (with an unqualified opinion) by a Certified Public Accountant acceptable to the Bank.

(ii) The District shall, promptly upon its approval and within 30 days of the final adoption of the annual budget of the District, deliver to the Bank a copy of such budget and promptly after the adoption thereof, copies of any and all amendments and supplements to the budget.

(iii) Promptly, upon sending or receipt, copies of any management letters and correspondence relating to management letters, sent or received by the District to or from the District's Certified Public Accountant.

(iv) Within the period provided in (i) above, a compliance certificate of the District signed by an authorized financial officer of the District setting forth whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any default under this Agreement and, if any such default exists, specifying the nature thereof and the action the District is taking and proposes to take with respect thereto.

(v) Within 270 days after the end of each of District's fiscal years, written confirmation that the District's issuer general obligation credit rating is not less than BBB+ by S&P or Baa1 by Moody's.

(vi) The District shall provide such additional information as shall be reasonably requested by the Bank within 20 days after the Bank's request for such information.

(c) The District shall promptly notify the Bank in writing of any lawsuit with a demand over One Million Dollars (\$1,000,000.00) against the District.

(d) The District shall maintain adequate books and records and shall maintain its financial records in accordance with generally accepted accounting principles applicable to governmental entities, applied consistently, throughout the term of this Agreement.

(e) The District shall allow the Bank and its agents to inspect the District's properties and examine, audit, and make copies of books and records at any reasonable time. If any of the District's properties, books or records are in the possession of a third party, the District authorizes that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.

(f) The District shall maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the District's properties, public liability insurance including coverage for contractual liability, product

liability and workers' compensation, and any other insurance which is usual for the District, and in any case shall maintain the insurance required by Section 4.3 of the Sublease Agreement. Each such policy shall name the Bank as an additional insured pursuant to a lender's loss payable endorsement.

(g) The District shall not have outstanding or incur any direct or contingent liabilities or lease obligations (other than the Related Documents and the obligations of the District to the Bank under this Agreement) with respect to the Property, or permit any lien or encumbrance on the Property without the Bank's written consent.

(h) The District shall not permit any material adverse change to its operations or properties throughout the term of this Agreement.

(i) The District shall execute and deliver to the Bank all such documents, consents and instruments and do all such other acts and things as may be reasonably necessary or required by the Bank to enable the Bank to exercise and enforce their rights under the Related Documents and the Related Documents and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Bank to validate, preserve and protect the position of the Bank under the Related Documents.

(j) The District shall comply, in all material respects, with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities except where the necessity of compliance therewith is contested in good faith by appropriate proceedings.

(k) The District has complied with and shall comply with all health, safety, or environmental law or regulation regarding Hazardous Substances, and the District is not the subject of any claim, proceeding, notice, or other communication regarding Hazardous Substances. The District shall give the Bank prompt written notice of any such claim, proceeding, notice or other communication regarding Hazardous Substances. "Hazardous Substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

(l) The District shall perform all of its obligations under the Sublease Agreement and the other Related Documents, including, without limitation, its obligation to make annual appropriations for Lease Payments as required by Section 3.3 of the Sublease Agreement.

(m) The District shall not amend or supplement any of the Related Documents without the prior written consent of the Bank.

(n) The District shall maintain the Debt Service Reserve Fund at the Reserve Requirement as provided in the Trust Agreement.

(o) On the first Business Day of each February and August, commencing on February 1, 2005, the District shall prepay Lease Payments and the Trustee shall use such funds to make the sinking fund prepayments of Certificates as provided in Section 3.1(e) of the First Supplemental Indenture.

(p) Financial Covenants. The District shall maintain a ratio of (i) its revenues from the Mello-Roos Fund and Capital Facilities Fund within the Capital Projects Funds shown in its audited financial statements to (ii) debt service on all of the District's outstanding long-term financial obligations (including, without limitation, its obligation to make Lease Payments under the Sublease

Agreement and debt service for other certificates of participation and capital leases) of not less than 1.1:1.0.

(q) Within 120 days after the completion of Twelve Bridges Elementary School, the District shall substitute the Twelve Bridges Elementary School for one of the schools comprising the Property in accordance with the terms of the Sublease Agreement.

## ARTICLE SIX

### DEFAULTS

Section 6.1. Events of Defaults and Remedies. If any of the following events shall occur and be continuing, each such event shall be an "Event of Default":

(a) The District shall fail to pay when due any amount payable by the District to the Bank under this Agreement.

(b) The Certificates or any other Related Document ceases to be valid and binding against the District or the District repudiates its obligations under this Agreement or any of the Related Documents.

(c) The District files a bankruptcy petition or the District makes a general assignment for the benefit of creditors.

(d) Any judgments or arbitration awards are entered against the District, or the District enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount of Five Hundred Thousand Dollars (\$500,000.00) or more in excess of any insurance coverage.

(e) Any default occurs under any agreement in connection with any credit the District has obtained from any Person other than the Bank or which the District has guaranteed in the amount of One Million Dollars (\$1,000,000.00) or more in the aggregate if the default consists of failing to make a payment when due or gives the other lender the right to accelerate the obligation.

(f) Any default occurs under the Sublease Agreement or any other Related Document.

(g) The District fails to meet the conditions of, or fails to perform any obligation under, any term of this Agreement not specifically referred to in this Article.

(h) The District has given the Bank false or misleading information or representations.

(i) The issuer general obligation credit ratings of the District shall fall below BBB+ by Standard & Poor's Rating Service or Baa1 by Moody's Investors Service. If either S&P or Moody's shall rate the issuer general obligation credit ratings of the District lower than the other rating agency, the default will be determined by reference to the lower rating.

If an Event of Default shall have occurred and be continuing, the Bank may (i) give notice to the Trustee under the Trust Agreement of the Bank's election to cause a mandatory tender of the Certificates because of the occurrence and continuance of an Event of Default under the Reimbursement Agreement, (ii) declare all unpaid amounts drawn under the Letter of Credit and the corresponding Bank Certificates, together with all interest accrued and unpaid thereon and all other amounts payable to the Bank hereunder to be immediately due and payable, without presentment,

demand, protest or any notice of any kind or (iii) exercise any and all rights and remedies available to the Bank under this Agreement or the Trust Agreement, at law or in equity. In the event of the occurrence of an Event of Default described in Section 6.1(c), all amounts drawn under the Letter of Credit and the corresponding Bank Certificates, together with all interest accrued thereon and all other amounts owed to the Bank hereunder shall be immediately due and payable, without notice to the District and without presentment, demand, protest or further notice of any kind.

## ARTICLE SEVEN

### MISCELLANEOUS

Section 7.1. Modification of this Agreement. No amendment, modification or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the District therefrom, shall be effective unless the same shall be in writing and signed by the Bank and no amendment, modification or waiver of any provision of the Letter of Credit shall in any event be effective unless the same shall be in writing and signed by the Bank. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the District in any case shall entitle the District to any other or further notice or demand in the same, similar or other circumstances.

Section 7.2. Successors and Assigns. This Agreement is binding on the District's and the Bank's successors and assignees. The District agrees that it may not assign this Agreement without the Bank's prior consent. The Bank may sell participations in or assign this facility, and may exchange financial information about the District with actual or potential participants or assignees; provided that such actual or potential participants or assignees shall agree to treat all financial information exchanged as confidential; and further provided that under no circumstances with such assignment or grant of participations relieve the Bank of its obligations under the Letter of Credit. If a participation is sold or the loan is assigned, the purchaser will have the right of set-off against the District.

Section 7.3. Administration Costs. The District shall pay the Bank for all costs and expenses incurred by the Bank in connection with the preparation, due diligence, administration and enforcement of this Agreement and the transactions contemplated by this Agreement, including without limitation, the legal fees and expenses of counsel to the Bank, whether the Letter of Credit is issued or not.

Section 7.4. Attorneys' Fees. The District shall reimburse the Bank for any reasonable costs and attorneys' fees incurred by the Bank in connection with the enforcement or preservation of any rights or remedies under this Agreement and any other documents executed in connection with this Agreement, and in connection with any amendment, waiver, "workout" or restructuring under this Agreement. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator. In the event that any case is commenced by or against the District under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute, the Bank is entitled to recover costs and reasonable attorneys' fees incurred by the Bank related to the preservation, protection, or enforcement of any rights of the Bank in such a case. As used in this paragraph, "attorneys' fees" includes the allocated costs of the Bank's in-house counsel.

Section 7.5. One Agreement. This Agreement and any related security or other agreements required by this Agreement, collectively:

(a) represent the sum of the understandings and agreements between the Bank and the District concerning this credit;

(b) replace any prior oral or written agreements between the Bank and the District concerning this credit; and

(c) are intended by the Bank and the District as the final, complete and exclusive statement of the terms agreed to by them.

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

**Section 7.6. Indemnification.** The District will indemnify and hold the Bank harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (a) this Agreement or any of the Related Documents, (b) any credit extended or committed by the Bank to the District hereunder, (c) any claim, whether well-founded or otherwise, that there has been a failure to comply with any law regulating the District's operations, the Certificates or any of the Related Documents, (d) the use storage, presence, disposal or release of any Hazardous Substances on or about the Property and (e) any litigation or proceeding related to or arising out of this Agreement, any such document, any such credit, or any such claim. This indemnity includes but is not limited to attorneys' fees (including the allocated cost of in-house counsel). This indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys, and assigns. This indemnity will survive repayment of the District's obligations to the Bank. All sums due to the Bank hereunder shall be obligations of the District, due and payable immediately without demand.

**Section 7.7. Notices.** Unless otherwise provided in this Agreement or in another agreement among the Authority, the Bank and the District, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as the Bank, the District and the Authority may specify from time to time in writing. Notices and other communications sent by (a) first class mail shall be deemed delivered on the earlier of actual receipt or on the fourth business day after deposit in the U.S. mail, postage prepaid, (b) overnight courier shall be deemed delivered on the next business day, and (c) telecopy shall be deemed delivered when transmitted.

**Section 7.8. Headings.** Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

**Section 7.9. Counterparts.** This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

**Section 7.10. No Waiver, Remedies.** No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

**Section 7.11. Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provisions in any other jurisdiction.

Section 7.12. Set-Off. Upon the occurrence and during the continuance of any Event of Default the Bank is hereby authorized at any time and from time to time, without notice to the District (any such notice being expressly waived by the District) and to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisions or final) at any time held and other indebtedness at any time owing by the Bank, except in connection with the Letter of Credit as herein provided, to or for the credit or the account of the District against any and all of the obligations of the District now or hereafter existing under this Agreement, irrespective of whether or not the Bank shall have made any demand hereunder and although such obligations may not have matured.

Section 7.13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California.

7.4.22

This Agreement is executed as of the date stated at the top of the first page.

BANK OF AMERICA, N.A.

WESTERN PLACER UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
Typed Name: Deborah L. Miller  
Title: Sr. Vice President

By \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address where notices to  
the Bank are to be sent:

Address where notices to  
the District are to be sent:

CA9-706-08-06  
555 South Flower Street, 8<sup>TH</sup> Floor  
Los Angeles, CA 90071-2385  
Facsimile: 213-345-0213  
Attn: Government Banking Credit Products

810 J Street  
Lincoln, CA 95648  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

CALIFORNIA PUBLIC SCHOOL  
DISTRICT FINANCING AUTHORITY

By \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address where notices  
to the Authority are to be sent:

810 J Street  
Lincoln, CA 95648  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

7.4.23

IRREVOCABLE LETTER OF CREDIT

BANK OF AMERICA, N.A.

333 South Beaudry Avenue  
Los Angeles, California 90017  
September \_\_, 2003

Irrevocable Transferable Letter of Credit No. \_\_\_\_\_

U.S. Bank National Association, as Trustee  
550 South Hope Street, Suite 500  
Los Angeles, California 90071

Attention: Corporate Trust Administration

Dear Sirs:

We hereby establish, at the request and for the account of the Western Placer Unified School District (the "District"), in your favor, as Trustee under the Master Trust Agreement dated as of July 1, 2003 (the "Master Trust Agreement") between the California Public School District Financing Authority (the "Authority") and you, as supplemented by a Second Supplemental Trust Agreement dated as of September \_\_, 2003 (the "Trust Agreement") among the District, the Authority and you, pursuant to which \$14,000,000.00 in aggregate principal amount of the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2003 (the "Certificates"), have been executed and delivered, our Irrevocable Letter of Credit No. \_\_\_\_\_, in the amount of \$00,000,000.00 (as more fully described below, the "Stated Amount"), effective immediately and expiring at the close of banking business at our Los Angeles, California office hereinafter referred to on \_\_\_\_ (the "Stated Expiration Date") or such earlier date, in accordance with the Trust Agreement and as hereinafter described. Of the total amount of this Letter of Credit, (i) \$00,000,000.00 shall support the payment of principal of the Certificates, and (ii) \$000,000.00 shall support the payment of up to 49 days' Interest with respect to the Certificates computed at 12% per annum on the principal thereof, calculated on the basis of a 365 day year.

We hereby irrevocably authorize you to draw on us, an aggregate amount not to exceed the amount of this Letter of Credit set forth above and in accordance with the terms and conditions and subject to the reductions in amount as hereinafter set forth, (1) in one or more drawings (subject to the provisions contained in the next following paragraph) by your draft, accompanied by your written and completed certificate signed by you in the form of **Annex A** attached hereto (such draft accompanied by such certificate being your "**Interest Draft**"), each in an amount not exceeding \$000,000.00; (2) in one or more drawings by one or more of your drafts, accompanied by your written and completed certificate signed by you in the form of **Annex B** attached hereto (any such draft accompanied by such certificate being your "**Tender Draft**"), an aggregate amount not exceeding the Stated Amount; (3) in a single drawing by your draft, accompanied by your written and completed certificate signed by you in the form of **Annex C** attached hereto (any such draft accompanied by such certificate being your "**Partial Prepayment Draft**"), an aggregate amount not exceeding the Stated Amount; and (4) in a single drawing by your draft, accompanied by your



written and completed certificate signed by you in the form of **Annex D** attached hereto (such draft accompanied by such certificate being your "**Final Draft**"), an amount not exceeding the Stated Amount. All such drafts shall be drawn on our Los Angeles, California office hereinafter referred to and shall be payable at sight on a Banking Day. Banking Day shall mean a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state of California.

Amounts drawn under this Letter of Credit by your Interest Draft under clause (1) of the immediately preceding paragraph shall be automatically reinstated on the 8th calendar date from the date of such drawing if you shall not have received, within 7 calendar days from the date of such drawing, a notice from us in the form set forth as **Annex H** to the effect that we have not been reimbursed for such drawing and accrued interest thereon. This automatic reinstatement of the amount available to be drawn by your Interest Draft shall be applicable to successive drawings by your Interest Drafts under clause (1) of the immediately preceding paragraph, so long as this Letter of Credit shall not have terminated as set forth below.

Upon our honoring any Tender Draft or Partial Prepayment Draft, the Stated Amount available to be drawn under this Letter of Credit by any subsequent Tender Draft, Partial Prepayment Draft and Final Draft shall be automatically reduced by an amount equal to the amount of such Tender Draft or Partial Prepayment Draft. The Stated Amount from time to time available to be drawn under this Letter of Credit shall be reinstated when and to the extent, but only when and to the extent, that we are reimbursed by the District, or by you or the Tender Agent on behalf of the District, for amounts drawn by any Tender Drafts and interest thereon in accordance with the Reimbursement Agreement. Any amount received by us from or on behalf of the District in reimbursement of amounts drawn hereunder shall be applied to the extent of the amount indicated therein to reimburse us for amounts drawn hereunder by your Tender Drafts, and accrued interest thereon, when we shall also have received a written, completed and signed certificate in substantially the form of **Annex E** attached hereto.

The amount available to be drawn under this Letter of Credit shall be permanently reduced upon our receipt of your written, completed and duly executed certificate in the form of **Annex F** attached hereto (relating to a prepayment or defeasance of less than all the Certificates outstanding), to the respective amounts stated in said certificate.

Funds under this Letter of Credit are available to you against your draft referring thereon to the number of this Letter of Credit and accompanied by the corresponding written and completed certificate signed by you in the form of the appropriate Annex attached hereto. Each such draft and certificate shall be dated the date of its presentation, and shall be presented at our office located at 333 South Beaudry Avenue, 19th Floor, Los Angeles, California 90017, Attention: Letter of Credit Department, (or at any other office which may be designated by us by written notice delivered to you) on or before 10:00 a.m. (Los Angeles time) on the day (which shall be a Banking Day) of our making funds available to you hereunder.

If we receive any of your drafts and certificates in the form of **Annex A**, **Annex C** or **Annex D** at such office (with notice by telephone at (213) 345-6632 to be received prior to or concurrently with receipt of such drafts and certificates), all in conformity with the terms and conditions of this Letter of Credit, not later than 10:00 a.m. (Los Angeles time) on a Banking Day prior to the termination hereof, we will honor the same not later than 11:00 a.m. (Los Angeles time) on the next Banking Day in accordance with your payment instructions. If we receive any of your

drafts and certificates at such office, all in strict conformity with the terms and conditions of this Letter of Credit, after 10:00 a.m. (Los Angeles time) on a Banking Day prior to the termination hereof, we will honor the same not later than 11:00 a.m. (Los Angeles time) on the second succeeding Banking Day in accordance with your payment instructions.

If we receive any of our drafts and certificates in the form of **Annex B** at such office (with notice by telephone at (213) 345-6632 to be received prior to or concurrently with receipt of such drafts and certificates), all in conformity with the terms and conditions of this Letter of Credit, not later than 9:00 a.m. (Los Angeles time) on a Banking Day prior to the termination hereof, we will honor the same not later than 11:30 a.m. (Los Angeles time) on the same day in accordance with your payment instructions. If we receive any of your drafts and certificates at such office, all in strict conformity with the terms and conditions of this Letter of Credit, after 9:00 a.m. (Los Angeles time) on a Banking Day prior to the termination hereof, we will honor the same not later than 11:00 a.m. (Los Angeles time) on the next succeeding Banking Day in accordance with your payment instructions.

Your drafts and certificates may be presented to us by telecopier if sent to telecopier number (213) 345-6694 (or to such other number as may be designated by us by written notice delivered to you).

If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of San Francisco funds to your account or to an account designated in writing by you in a bank on the Federal Reserve wire system or by deposit of same day funds into a designated account that you maintain with us. We will honor any drawing hereunder with payment of our own funds.

Upon the earliest of (i) our honoring your Final Draft presented hereunder, (ii) the close of business on the effective date notified to us by written notice from you of purchase of the Certificates upon mandatory tender thereof pursuant to Sections 4.04(a) or 4.04(c) of the Trust Agreement, (iii) the date on which we receive written notice from you that there are no longer any Certificates "outstanding" (as defined in the Trust Agreement), and (iv) the Stated Expiration Date, this Letter of Credit shall automatically terminate.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce, publication No. 500 (the "UCP"). As to matters not covered by the UCP, and to the extent not inconsistent with the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California.

This Letter of Credit is transferable in its entirety (but not in part) to any transferee who you certify to us has succeeded you as Trustee under the Trust Agreement. This Letter of Credit may be successively transferred. Transfer of the available balance under this Letter of Credit to such transferee shall be effected by the presentation to us of this Letter of Credit accompanied by a certificate in substantially the form of **Annex G** attached hereto and upon payment of our transfer fee in the amount of \$1,000. Upon such presentation, we shall forthwith transfer the same to your transferee or, if so requested by your transferee, issue a letter of credit to your transferee with provisions therein consistent with this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any

way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Certificates), except only the certificates and the drafts referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 333 South Beaudry Avenue, 19th Floor, Los Angeles, California 90017, Attention: Letter of Credit Department, specifically referring to the number of this Letter of Credit.

Very truly yours,

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
[Name and Title]

7.4.27

**Annex A to Letter of Credit**

Certificate for Drawing in Connection with the Payment of Interest  
With Respect to the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Trustee (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

(1) The Trustee is the Trustee under the Trust Agreement for the holders of the Certificates.

(2) The Trustee is making a drawing under the Letter of Credit pursuant to Section 5.04 of the Trust Agreement with respect to a payment of interest accrued on the Certificates, which payment is due on the next Banking Day after the date on which this Certificate and the Interest Draft it accompanies are presented to the Bank.

(3) [The Interest Draft accompanying this Certificate is the first Interest Draft presented by the Trustee under the Letter of Credit.]\* [The Interest Draft last presented by the Trustee under the Letter of Credit was honored and paid by the Bank on \_\_\_\_\_, 200\_, and the Trustee has not received a notice from the Bank that the Bank has not been reimbursed.]\*\* [The Interest Draft accompanying this Certificate is the final draft to be drawn under the Letter of Credit with respect to interest and upon the honoring of such draft the Letter of Credit will expire in accordance with its terms and the Trustee will thereupon surrender the Letter of Credit to the Bank.]\*\*\*

(4) The amount of the Interest Draft accompanying this Certificate is \$\_\_\_\_\_, it was computed in compliance with the terms and conditions of the Certificates and the Trust Agreement, and does not include any amount of interest which is included in any Tender Draft, Partial Prepayment Draft or Final Draft presented on or prior to the date of this Certificate.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the  
\_\_ day of \_\_\_\_\_, 200\_\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

\_\_\_\_\_  
[Name and Title]

\* To be used in the Certificate relating to the first Interest Draft only.

\*\* To be used in each Certificate relating to each Interest Draft other than the first  
Interest Draft.

\*\*\* To be used in the Certificate relating to the final Interest Draft only.

*7.14.29*

**Annex B to Letter of Credit**

Certificate for Drawing in Connection with the Payment of Principal  
and Interest for Purchase of Certificates upon Optional Tender or Mandatory Tender  
of the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Trustee (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

(1) The Trustee is the Trustee under the Trust Agreement for the holders of the Certificates.

(2) The Trustee is making a drawing under the Letter of Credit with respect to the purchase price of Certificates corresponding to the principal amount of, and accrued and unpaid interest with respect to, the Certificates upon [an optional tender of all or less than all] [a mandatory tender of all] of the Certificates "outstanding" (as defined in the Trust Agreement) in accordance with Section 5.04 of the Trust Agreement, other than Bank Certificates (as defined in the Trust Agreement) and Certificates registered in the name of the District or the Authority, to be purchased as a result of a tender pursuant to the terms of Section [4.05 of the Trust Agreement] [Section 4.04(a) of the Trust Agreement relating to a mandatory tender on the Conversion Date][Section 4.04(c) of the Trust Agreement relating to a mandatory tender in connection with the delivery of a Substitute Security], which payment is due on the date on which this Certificate and the Tender Draft it accompanies are being presented to the Bank.

(3) The amount of the Tender Draft accompanying this Certificate is equal to the sum of (i) \$\_\_\_\_\_ being drawn in respect of the payment of unpaid principal of Certificates (other than Bank Certificates and Certificates registered in the name of the District or the Authority) to be purchased as a result of a tender and (ii) \$\_\_\_\_\_ being drawn in respect of the payment of accrued and unpaid interest with respect to such Certificates, and does not include any amount of interest which is included in any Interest Draft, Partial Prepayment Draft or Final Draft presented on or prior to the date of this Certificate.

(4) The amount of the Tender Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Certificates and the Trust Agreement and does not exceed the amount available to be drawn by the Trustee under the Letter of Credit.

The Trustee acknowledges that, pursuant to the terms of the Letter of Credit, upon the Bank's honoring of the Tender Draft accompanying this Certificate, the amount of the Letter of

Credit and the amounts available to be drawn by the Trustee thereunder by any subsequent Tender Draft, Partial Prepayment Draft, and Final Draft are automatically decreased by an amount equal to the amount of such Tender Draft.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 200\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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[Name and Title]

7.4.31

**Annex C to Letter of Credit**

Certificate for Drawing in Connection with the Payment of  
Principal and Interest upon Partial Prepayment  
of the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Trustee (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

(1) The Trustee is the Trustee under the Trust Agreement for the holders of the Certificates.

(2) The Trustee is making a drawing under the Letter of Credit with respect to the payment, upon prepayment of less than all of the Certificates which are "outstanding" (as defined in the Trust Agreement) pursuant to Section 5.04 of the Trust Agreement, of the unpaid principal amount of, and up to 49 days' accrued and unpaid interest with respect to, Certificates to be redeemed pursuant to the terms of the Trust Agreement (other than Bank Certificates and Certificates registered in the name of the District or the Authority), which payment is due on the next Banking Day after the date on which this Certificate and the Partial Prepayment Draft it accompanies are presented to the Bank.

(3) The amount of the Partial Prepayment Draft accompanying this Certificate is equal to the sum of (i) \$ \_\_\_\_\_ being drawn in respect of the payment of unpaid principal of Certificates (other than Bank Certificates and Certificates registered in the name of the District or the Authority or actually known by the Trustee to be registered in the name of any nominee of the District or the Authority) to be redeemed and (ii) \$ \_\_\_\_\_ being drawn in respect of the payment of accrued and unpaid interest with respect to such Certificates, and does not include any amount of interest with respect to the Certificates which is included in any Interest Draft, Tender Draft or Final Draft presented on or prior to the date of this Certificate.

(4) The amount of the Partial Prepayment Draft accompanying this Certificate was computed in accordance with the terms and conditions of the Certificates and Trust Agreement and does not exceed the amount available to be drawn under the Letter of Credit.

The Trustee acknowledges that, pursuant to the terms of the Letter of Credit, upon the Bank's honoring the Partial Prepayment Draft accompanying this Certificate, the amount of the Letter of Credit and the amounts available to be drawn by the Trustee thereunder by any subsequent Partial



Prepayment Draft, Tender Draft and Final Draft are automatically decreased by an amount equal to the amount of such Partial Prepayment Draft.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the day of 200\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
[Name and Title]

1.4.33

**Annex D to Letter of Credit**

Certificate for Drawing in Connection with the Payment of Principal  
and Interest upon Stated Maturity, or Certain Mandatory Tenders or Optional or Mandatory  
Prepayment as a Whole of the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project) Series 2003 (the  
"Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Trustee (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

(1) The Trustee is the Trustee under the Trust Agreement for the holders of the Certificates.

(2) The Trustee is making a drawing under the Letter of Credit [pursuant to Section 5.04 of the Trust Agreement with respect to the payment upon the final stated maturity date of the Certificates] [pursuant to Section 5.04 of the Trust Agreement with respect to the payment upon tender pursuant to the terms of [4.04(d) (default under Reimbursement Agreement)] [4.04(e) (expiration of Letter of Credit)] of the Trust Agreement] [Section 4.04(f) (nonreinstatement of the Letter of Credit)] [pursuant to Section 5.04 of the Trust Agreement with respect to payment upon prepayment in full] of the unpaid principal amount of, and accrued and unpaid interest with respect to, all of the Certificates which are "outstanding" (as defined in the Trust Agreement) (other than Bank Certificates (as defined in the Trust Agreement) and Certificates registered in the name of the District or the Authority), which payment is due on the Banking Date after the date on which this Certificate and the Final Draft it accompanies are presented to the Bank.

(3) The amount of the Final Draft accompanying this Certificate is equal to the sum of (i) \$\_\_\_\_\_ being drawn in respect of the payment of unpaid principal of Certificates (other than Bank Certificates and Certificates registered in the name of the District or the Authority), and (ii) \$\_\_\_\_\_ being drawn in respect of the payment of accrued and unpaid interest with respect to such Certificates, and does not include any amount of interest with respect to the Certificates which is included in any Interest Draft, Tender Draft, or Partial Prepayment Draft presented on or prior to the date of this Certificate.

(4) The amount of the Final Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Certificates and the Trust Agreement and does not exceed the amount available to be drawn by the Trustee under the Letter of Credit.

(5) Upon receipt of the Drawing requested by this Certificate, the Trustee acknowledges that the Letter of Credit will be terminated and will be promptly returned to the Bank by the Trustee.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 200\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
[Name and Title]

7.4.35

**Annex E of Letter of Credit**

Certificate for the Reinstatement of Amounts Available under Irrevocable  
Letter of Credit for the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Tender Agent (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

(1) The Tender Agent is the Tender Agent under the Trust Agreement for the holders of the Certificates.

(2) The amount of \$\_\_\_\_\_ paid to you today by the District or by the Tender Agent on behalf of the District is a payment made to reimburse you, pursuant to Section 2.2(a) of the Letter of Credit and Reimbursement Agreement, dated as of July 1, 2003 (the "Reimbursement Agreement"), among the Authority, the District and the Bank, for amounts drawn under the Letter of Credit by Tender Drafts.

(3) Of the amount referred to in paragraph (2), \$\_\_\_\_\_ represents the aggregate principal amount of Certificates resold or to be resold on behalf of the District.

(4) Of the amount referred to in paragraph (2), \$\_\_\_\_\_ represents interest with respect to Certificates calculated in accordance with clause (ii) of Section 2.2(b) of the Reimbursement Agreement.

IN WITNESS WHEREOF, the Tender Agent has executed and delivered this Certificate as of this \_\_\_ day of \_\_\_\_\_, 200\_\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Tender Agent

By: \_\_\_\_\_  
[Name and Title]

**Annex F of Letter of Credit**

Certificate for the Reduction of Amounts Available under Irrevocable  
Letter of Credit for the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized signatory of the undersigned Trustee (the "Trustee"), hereby certifies to Bank of America, N.A. (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee as follows:

(1) The Trustee is the Trustee under the Trust Agreement for the holders of the Certificates.

(2) The Trustee hereby notifies you that on or prior to the date hereof \$\_\_\_\_\_ principal amount of the Certificates have been redeemed and paid or have been defeased pursuant to the Trust Agreement.

(3) Following the Prepayment and payment or the defeasance referred to in paragraph (2) above, the aggregate principal amount of all of the Certificates which are "outstanding" within the meaning of the Trust Agreement is \$\_\_\_\_\_.

(4) The maximum amount of interest, computed at 12% per annum, which could accrue on the Certificates referred to in paragraph (3) above in a period of 49 days is \$\_\_\_\_\_.

(5) The amount available to be drawn by the Trustee under the Letter of Credit by any Interest Draft is reduced to \$\_\_\_\_\_ (such amount being equal to the amount specified in paragraph (4) above) upon receipt by the Bank of this Certificate.

(6) The amount available to be drawn by the Trustee under the Letter of Credit by any Tender Draft or Partial Prepayment Draft is reduced to \$\_\_\_\_\_ (such amount being equal to the sum of the amounts specified in paragraphs (3) and (4) above) upon receipt by the Bank of this Certificate.

(7) The amount available to be drawn by the Trustee under the Letter of Credit by its Final Draft is reduced to \$\_\_\_\_\_ (such amount being equal to the sum of the amount specified in paragraphs (3) and (4) above) upon receipt by the Bank of this Certificate.

(8) The amount of the Letter of Credit is reduced to \$\_\_\_\_\_ (such amount being equal to the sum of the amounts specified in paragraphs (4) and (7) above) upon receipt by the Bank of this Certificate.

IN WITNESS WHEREOF, the Trustee has executed and this Certificate this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
[Name and Title]

11.4.38

**Annex G of Letter of Credit**

Instruction to Transfer Irrevocable  
Letter of Credit for the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

\_\_\_\_\_, 200\_

Bank of America, N.A.  
333 South Beaudry  
19th Floor  
Los Angeles, California 90017

Attention: Letter of Credit Department

Re: Irrevocable Letter of Credit No. \_\_\_\_\_

Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

[Name of Transferee]

[Address]

all rights of the undersigned beneficiary to draw under the above-captioned Letter of Credit (the "Letter of Credit"). We hereby certify that the transferee has succeeded the undersigned as Trustee under the Trust Agreement (as defined in the Letter of Credit).

By this transfer, all rights of the undersigned beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall hereafter have the sole rights as beneficiary thereof; provided, however, that no rights shall be deemed to have been transferred to the transferee until such transfer complies with the requirements of the Letter of Credit pertaining to transfers.

11.4.39

The Letter of Credit is returned herewith and in accordance therewith we ask that this transfer be effective and that you transfer the Letter of Credit to our transferee or that, if so requested by the transferee, you issue a new irrevocable letter of credit in favor of the transferee with provisions consistent with the Letter of Credit.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION, as  
predecessor Trustee

By: \_\_\_\_\_  
[Name and Title]

7.4.40



**Annex H of Letter of Credit**

Notice of Non-Reinstatement of Interest Drawing Under Irrevocable  
Letter of Credit for the Western Placer Unified School District  
Adjustable Rate Certificates of Participation (School Facilities Project)  
Series 2003 (the "Certificates")

Irrevocable Letter of Credit No. \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as Trustee  
550 South Hope Street, Suite 500  
Los Angeles, California 90071

Attention: Corporate Trust Administration

Ladies and Gentlemen:

This is a notice pursuant to our Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the [Trust Agreement or other relevant document/date/parties] (the "Trust Agreement").

This is to advise you that the Bank has not been reimbursed for an amount of interest drawn under the Letter of Credit on \_\_\_\_\_, 200\_, and accordingly the Letter of Credit has not been reinstated in such amount. Pursuant to Section 4.04(f) of the Trust Agreement, the Certificates are subject to mandatory tender.

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
[Name and Title]

REIMBURSEMENT AGREEMENT

among

BANK OF AMERICA, N.A.

and

WESTERN PLACER UNIFIED SCHOOL DISTRICT

and

CALIFORNIA PUBLIC SCHOOL DISTRICT FINANCING AUTHORITY

Dated as of September , 2003

Relating to the

Western Placer Unified School District Adjustable Rate Certificates of Participation  
(School Facilities Project) Series 2003B

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11.4.42

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

<b>MISSION STATEMENT:</b> The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.	
<b>BOARD OF TRUSTEES/GLOBAL DISTRICT GOALS</b>	
<ol style="list-style-type: none"><li>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.</li><li>2. Foster a safe, caring environment where individual differences are valued and respected.</li><li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li><li>4. Promote the involvement of the community, parents, local government, business, service organizations etc. as partners in the education of the students.</li></ol>	

**AGENDA ITEM:**

Adopt the Government Code 910.4 Claim Form.

**SUBJECT AREA:**

Discussion/Action

**REQUESTED BY:**

Jay M. Stewart   
Assistant Superintendent, Business Services

**ENCLOSURES:**

Yes

**BOARD MEETING DATE:**

September 16, 2003

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**BACKGROUND:**

The attached form needs to be adopted by the District's Board of Trustees. Once this form is adopted, all claims for damages against the District must be submitted on the adopted form.

**SUPERINTENDENT'S RECOMMENDATION:**

Administration recommends the Board of Trustees adopt the Government Code 910.4 Claim Form.

7.5

**CLAIM FOR DAMAGES AGAINST  
PUBLIC ENTITY  
[Government Code § 910 and § 910.2]**

1. NAME OF CLAIMANT: \_\_\_\_\_
2. POST OFFICE ADDRESS: \_\_\_\_\_
3. POST OFFICE ADDRESS TO WHICH PERSON PRESENTING THE CLAIM DESIRES NOTICES TO BE SENT: \_\_\_\_\_
4. DATE OF INJURY, DAMAGE, LOSS OR OBLIGATION: \_\_\_\_\_
5. LOCATION WHERE THE INJURY, DAMAGE, LOSS OR OBLIGATION OCCURRED:  
\_\_\_\_\_  
\_\_\_\_\_
6. THE GENERAL DESCRIPTION OF THE INJURY, DAMAGE, LOSS OR OBLIGATION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach Additional Pages, If necessary)
7. NAME(S) OF PUBLIC EMPLOYEE(S) WHO CAUSED INJURY, DAMAGE OR LOSS:  
\_\_\_\_\_
8. DESCRIPTION OF THE ACTIONS OR CONDUCT OF EMPLOYEE(S) WHO CAUSED THE INJURY, DAMAGE OR LOSS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach Additional Pages, If necessary)
10. NAMES/ADDRESSES/TELEPHONE NUMBERS OF ANY WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. TOTAL AMOUNT CLAIM: \$ \_\_\_\_\_

District Form No. \_\_\_\_\_

12. BASIS FOR COMPUTATION AMOUNT OF CLAIM:

Current Medical Expenses: \$ \_\_\_\_\_

Future Medical Expenses: \$ \_\_\_\_\_

Wage Loss: \$ \_\_\_\_\_

Damage to Personal Property: \$ \_\_\_\_\_

General Damages: \$ \_\_\_\_\_

Other Damages (Describe): \$ \_\_\_\_\_

(Attach Copies of Medical Bills/Estimates for Property Damages/Proof of Loss)

13. IF CLAIMANT IS A MINOR (Under age 18-years):

Name of Parent/Legal Guardian: \_\_\_\_\_

Address of Parent/Legal Guardian: \_\_\_\_\_

Parent/Legal Guardian Telephone Number: \_\_\_\_\_

14. SUPPLEMENTAL INFORMATION:

Claimant's Drivers License No. \_\_\_\_\_

Claimant's Date of Birth: \_\_\_\_\_

Law Enforcement/Public Agency Report No. \_\_\_\_\_ Date: \_\_\_\_\_

15. ATTORNEY FOR CLAIMANT:

Name: \_\_\_\_\_ SBN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Claimant Date Telephone No.

\_\_\_\_\_  
(Relationship of Signer, If not the Claimant) Date Telephone No.

NOTICES

A Claim relating to a cause of action for death or for injury to person or to personal property or to growing crops must be presented to the public entity, in the manner provided for in **Government Code § 915, et seq.**, not later than six-months after the accrual of the cause of action. A Claim relating to any other cause of action shall be presented to the public entity as provided in **Government Code § 915, et seq.**, not later than one-year after the accrual of the cause of action. [**Government Code § 911.2**]

A person is required by law, under **Government Code § 910.4(a)**, to use this prescribed Claim Form, in order that his or her claim is deemed to be in conformity with **Government Code § 910 and § 910.2**. A claim may be returned to the person, if it is not presented using this Claim Form. Any claim returned to a person may be resubmitted using the appropriate form.

District Form No. \_\_\_\_\_

7.5.2

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

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

**SUBJECT:**

Approval of Assistant Superintendent of Business Services employment contract

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Jay Stewart,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

September 16, 2003

---

**BACKGROUND:**

An employment contract for the Assistant Superintendent of Business Services is being presented to the Board for approval. The contract clarifies eighteen month buy-out and maintains current aspects of the position with the following additions:

FY 2002-03

1.50% salary increase paid retroactively to July 1, 2002  
\$50.00 increase to the District TSA employer contribution (\*)

FY 2003-04

2.00% salary increase effective July 1, 2003  
\$50.00 increase to the District's TSA employer contribution (\*)

(\*) Increases will take effect after Board approval

**SUPERINTENDENT'S RECOMMENDATION:**

The Superintendent recommends approval of the contract.

7.6

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR EMPLOYMENT OF  
DISTRICT ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

The following is an Agreement between the Governing Board of the Western Placer Unified School District, hereinafter referred to as "Governing Board," and Jay Stewart, hereinafter referred to as "Assistant Superintendent."

1. Term and Termination:

Pursuant to California Education Code 35031, the Governing Board hereby employs the Assistant Superintendent for a period of four (4) years, commencing July 1, 2003 and ending on June 30, 2007 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on commencement of employment.

In the event the Board determines the Assistant Superintendent is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. Salary:

The Assistant Superintendent's base salary shall be paid according to the Board adopted Assistant Superintendent salary schedule as attached.

In addition to the base salary, four hundred dollars (\$400.00) per month shall be provided to the Assistant Superintendent to be placed in a Tax Sheltered Annuity.

The opportunity for the Assistant Superintendent and the Board to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

3. Duties:

The Assistant Superintendent shall serve as the Assistant Superintendent of Business Services of the Western Placer Unified School District. The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law.

4. Health and Welfare:

The Assistant Superintendent shall be provided a district administered medical plan, including spouse and children, for health, dental, and vision paid by the District

The Assistant Superintendent shall be provided a disability income protection plan by a carrier to be selected by the District with coverage not to exceed the base salary.

*J. Stewart*

#### 5. Reimbursement of Business Expenses:

The District shall promptly reimburse the Assistant Superintendent for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Assistant Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are devoted to matters that, in his judgment are to the benefit and welfare of the District.

#### 6. Membership and Dues:

The District shall pay membership fees for the Association of California School Administrators and the California Association of School Business Officials on behalf of the Assistant Superintendent.

#### 7. Life Insurance:

The District agrees to pay, on behalf of the Assistant Superintendent, necessary premiums for a term-life insurance in the amount of one hundred thousand (\$100,000) dollars with the carrier selected by the District.

#### 8. Transportation:

The Assistant Superintendent shall be paid for use of his private vehicle in the amount of three hundred fifty dollars (\$350.00) per month for travel with the greater Placer County area. Travel beyond one hundred (100) miles from the district office will be reimbursed at the then current IRS rate.

#### 9. Support

The use of a cellular telephone and laptop computer will be provided to the Assistant Superintendent at district expense.

#### 10. Vacation:

Assistant Superintendent shall render twelve (12) months of full and regular services to District during each annual period covered by this Agreement, except that he shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of this contract.

7.6.2



11. Sick Leave:

The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year cumulative indefinitely.

12. Evaluation:

The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in district policies.

13. Termination:

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Assistant Superintendent and District shall mutually agree to termination in writing;
- (b) Upon the death of Assistant Superintendent or permanent incapacity to perform the duties of this office; or
- (c) Upon the grounds set forth in the California Education Code permitting or requiring termination of a certificated employee.

14. Early Termination:

Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Assistant Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Assistant Superintendent the then current salary for the remainder of the term of this Agreement, or for eighteen (18) months (see Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Assistant Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the agreement, not to exceed eighteen (18) months.

15. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Assistant Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

7.6.3

16. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

17. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State

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Karen Roberts, President

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Marcia Harris, Clerk

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Jay Stewart

7.6.4

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
**Full Time Superintendent Position**  
**Full Time Assistant Superintendent Postitions**  
**2003-2004 Salary Schedule**

<b>Position Classification (Duty Days)</b>	<b>Duty Days</b>	<b>Car Allowance</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Assistant Superintendent, Educational Services	225	350.00	91,253	94,076	96,886	99,697	102,517
Assistant Superintendent of Business Services	225	350.00	91,253	94,076	96,886	99,697	102,517

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Longevity Increments and MA Stipend:

5 years in administration	2.50%	added to	base salary
10 years in administration	3.00%	added to	base salary
15 years in administration	3.50%	added to	base salary
20 years in administration	4.00%	added to	base salary

MA Stipend - \$1,038.

7.6.5

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

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

**SUBJECT:**

Approval of Assistant Superintendent of Educational Services employment contract

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

September 16, 2003

---

**BACKGROUND:**

An employment contract for the Assistant Superintendent of Educational Services is being presented to the Board for approval. The contract clarifies eighteen month buy-out and maintains current aspects of the position with the following additions:

FY 2002-03

1.50% salary increase paid retroactively to July 1, 2002  
\$50.00 increase to the District TSA employer contribution (\*)

FY 2003-04

2.00% salary increase effective July 1, 2003  
\$50.00 increase to the District's TSA employer contribution (\*)

(\*) Increases will take effect after Board approval

**SUPERINTENDENT'S RECOMMENDATION:**

The Superintendent recommends approval of the contract.

1.1

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR EMPLOYMENT OF  
DISTRICT ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES**

The following is an Agreement between the Governing Board of the Western Placer Unified School District, hereinafter referred to as "Governing Board," and Scott Leaman, hereinafter referred to as "Assistant Superintendent."

1. Term and Termination:

Pursuant to California Education Code 35031, the Governing Board hereby employs the Assistant Superintendent for a period of four (4) years, commencing July 1, 2003 and ending on June 30, 2007 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on commencement of employment.

In the event the Board determines the Assistant Superintendent is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. Salary:

The Assistant Superintendent's base salary shall be paid according to the Board adopted Assistant Superintendent salary schedule as attached.

In addition to the base salary, four hundred dollars (\$400.00) per month shall be provided to the Assistant Superintendent to be placed in a Tax Sheltered Annuity.

The opportunity for the Assistant Superintendent and the Board to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

3. Duties:

The Assistant Superintendent shall serve as the Assistant Superintendent of Educational Services of the Western Placer Unified School District. The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law.

4. Health and Welfare:

The Assistant Superintendent shall be provided a district administered medical plan, including spouse and children, for health, dental, and vision paid by the District

The Assistant Superintendent shall be provided a disability income protection plan by a carrier to be selected by the District with coverage not to exceed the base salary.

1.7.1

#### 5. Reimbursement of Business Expenses:

The District shall promptly reimburse the Assistant Superintendent for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Assistant Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are devoted to matters that, in his judgment are to the benefit and welfare of the District.

#### 6. Membership and Dues:

The District shall pay membership fees for the Association of California School Administrators on behalf of the Assistant Superintendent.

#### 7. Life Insurance:

The District agrees to pay, on behalf of the Assistant Superintendent, necessary premiums for a term-life insurance in the amount of one hundred thousand (\$100,000) dollars with the carrier selected by the District.

#### 8. Transportation:

The Assistant Superintendent shall be paid for use of his private vehicle in the amount of three hundred fifty dollars (\$350.00) per month for travel with the greater Placer County area. Travel beyond one hundred (100) miles from the district office will be reimbursed at the then current IRS rate.

#### 9. Support

The use of a cellular telephone and laptop computer will be provided to the Assistant Superintendent at district expense.

#### 10. Vacation:

Assistant Superintendent shall render twelve (12) months of full and regular services to District during each annual period covered by this Agreement, except that he shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of this contract.

#### 11. Sick Leave:

The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each

7.7.2

current contract year cumulative indefinitely.

12. Evaluation:

The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in district policies.

13. Termination:

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Assistant Superintendent and District shall mutually agree to termination in writing;
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14. Early Termination:

Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Assistant Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Assistant Superintendent the then current salary for the remainder of the term of this Agreement, or for eighteen (18) months (see Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Assistant Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the agreement, not to exceed eighteen (18) months.

15. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Assistant Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

16. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by

7.7.3

both parties.

17. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State

---

Karen Roberts, President

---

Marcia Harris, Clerk

---

Scott Leaman

7.7.4



**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
**Full Time Superintendent Position**  
**Full Time Assistant Superintendent Positions**  
**2003-2004 Salary Schedule**

<b>Position Classification (Duty Days)</b>	<b>Duty Days</b>	<b>Car Allowance</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
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Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Longevity Increments and MA Stipend:

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15 years in administration	3.50%	added to	base salary
20 years in administration	4.00%	added to	base salary

MA Stipend - \$1,038.

11.7.5

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

Initial  
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING  
FACT SHEET

**SUBJECT:**

Approval of revision of Administrative Regulation 5123

**AGENDA ITEM AREA:**

Information/Discussion/Action

**REQUESTED BY:**

Scott Leaman,  
Assistant Superintendent

**ENCLOSURES:**

Yes

**MEETING DATE:**

September 16, 2003

**BACKGROUND:**

A revision of AR 5123 will be presented. The Assistant Superintendent and GEMS staff met to suggest these changes. The major change is the consequence for students in sixth and seventh grade that do not meet promotion criteria. In the old policy, these students were "assigned" to summer school. In the new policy, the criteria currently used at eighth grade will be applied to sixth and seventh grade.

**ADMINISTRATION'S RECOMMENDATION:**

Administration recommends approval the Administrative Regulation.

7.8

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 5123 (a)

### STUDENTS

#### Promotion/Acceleration/Retention

##### **Acceleration from Kindergarten to First Grade**

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first-grade work. (Education Code 48011)

Admission shall be subject to the following minimum criteria: (5 CCR 200)

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student is in the upper five percent of his/her age group in terms of general mental ability.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the school district approving the placement in first grade.

##### **Continuation in Kindergarten**

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011)

Whenever a student continues in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300)

7.8.1

## **STUDENTS**

### **Promotion/Acceleration/Retention**

#### **Retention at Other Grade Levels**

The Superintendent or designee shall require teachers to identify students who should be retained or who are at risk of being retained at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between grades 5 and 6
5. Between grades 8 and 9

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, language arts and mathematics shall be the basis for identifying students between grades 4 and 5, 5 and 6, and 8 and 9. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

Students shall be identified on the basis of either assessment results or grades and other indicators of academic achievement, as established by Board policy.

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

*(cf. 6162.5 - Student Assessment)*

The following indicators of performance will be used as the minimum standard for promotion:

- Promotion to third grade: An average grade of “2” (minimum) or better on the reading portion of the student’s second grade report card.
- Promotion to fourth grade: An average grade of “2” (minimum) or better on the reading portion of the student’s third grade report card.
- Promotion to fifth grade: An average grade of “2” (minimum) or better on the reading, language arts, and math portions of the student’s fourth grade report card.
- Promotion to sixth grade: An average grade of “2” (minimum) or better on the reading, language arts, and math portions of the student’s fifth grade report card.

*7.8.2*

**STUDENTS****Promotion/Acceleration/Retention**

- Promotion from ~~sixth to seventh, seventh to eighth, and~~ eighth to ninth grade ~~and assignment to summer school for sixth and seventh grade students~~: An average grade of "C" or better on ~~the reading, language arts, and math~~ and an overall grade point average of 2.0 or better on the student report card.

**Special Needs Students**

The local Governing Board has adopted policies for the promotion and retention of students. Promotion is based on the indicators of academic achievement which are identified in Administrative Regulation AR 5123(b).

In most cases a student with special needs will be placed in the age appropriate grade. The IEP team shall consider whether the student can meet the district's academic achievement requirements for promotion. If the IEP team determines that the student can meet the district's academic achievement goals, the IEP team shall document that finding in the IEP and the student will be promoted or retained based on districtwide promotion and retention guidelines (identified in entirety in AR 5123)

If the IEP team determines a student is unable to meet districtwide promotion standards due to the nature or degree of the disability the IEP team will develop an IEP which creates an exception to district requirements for promotion and retention in response to the effects of the disability. The IEP shall specifically state through the goals and objectives what the student is expected to meet in order to be promoted to the next grade level. In addition to setting goals and objectives for promotion, potential consequences will be documented in the IEP and discussed amongst the IEP team with regard to satisfying district requirements for graduation with a diploma.

**Accommodations and Modifications**

An accommodation is a change in the course, standard, test preparation, location, timing, scheduling, expectations, student response and/or other attribute which provide access for a student with a disability to participate in a course, standard or test, which does not fundamentally alter or lower the standard or expectation of the course, standard or test.

7.8.3

**STUDENTS****Promotion/Acceleration/Retention**

A modification is a change in the course, standard, test preparation, location, timing, scheduling, expectations, student response, and or other attribute which provide access for a student with a disability to participate in a course, standard or test, but which does fundamentally alter or lower the standard or expectation of the course, standard or test. (Freedman, 1999).

If the IEP team determines that a student requires accommodations or modifications in order to assist him or her in demonstrating progress, the IEP team shall specifically document the accommodations or modifications that will be made. The decision to include accommodations or modifications is to be made by the IEP team and shall be made on an individualized basis.

**Retention of Special Needs Students**

If a student with a disability fails to meet district promotion standards or individual promotion standards identified in the student's IEP, the District shall hold an IEP meeting to determine whether:

1. The current IEP appropriately provided for the student's needs
2. The manner of assessment, accommodations or modifications identified in the IEP were appropriate
3. The services required by the student to make progress were identified in the IEP and provided to the student
4. Assessments conducted were consistent with the IEP
5. Were the linguistic needs of English Language Learners appropriately identified?

Where a student with a disability is held to District academic achievement criteria and the student has been provided all of the services necessary (as determined by the IEP team) for the student to progress in the general education curriculum, the student may be retained based on the criteria for retention applied to other students.

Where a student with a disability has individualized achievement criteria identified on the student's IEP, the student may only be retained upon recommendation of the IEP team.

7.8.4

**STUDENTS****Promotion/Acceleration/Retention****Limited English Proficient/English Language Learners**

The English Language Learner (ELL) student's Bilingual Individualized Learning Plan (BILP) is the determining factor for expected levels of performance and achievement. Students with a BILP should be promoted or retained based on adherence to the BILP goals and objectives. A BILP may include accommodations that alter the mode of assessment in response to a student's English level. These accommodations must appear in the student's BILP.

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

*(cf. 6162.5- Student Assessment)*

If a student is identified as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's identified teacher(s) determine, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

**Other Factors for Consideration of Promotion**

The following factors will be considered when determining whether a student should be promoted, despite academic criteria, to the next grade level. These factors are to be considered secondary to the academic needs and progress of the student.

1. Factors related to level of academic achievement: scores on intelligence, achievement and proficiency tests; teacher evaluations of ability, interest and motivation; learning disabilities; knowledge of English.
2. Factors related to physical maturity: age, size, sex, physical coordination, and general health.
3. Factors related to social and emotional maturity: ability to communicate, social adaptability, emotional difficulties, social attitudes..
4. Previous retention.
5. Family situation: age and grade placement of siblings, family stability or transiency.
6. Student's and parents/guardians' attitude towards school and towards retention.
7. If in Special Education, an adjustment of the special program is the usual alternative to retention

7.8.5

**STUDENTS****Promotion/Acceleration/Retention****Summer School Alternative to Retention**

If the identified teacher(s)' (as described below) recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The (summer school) teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the (summer school) principal, or designee, before any final determination of retention or promotion (Education Code 48070.5).

**This option will be offered to sixth through eighth grade students that did not meet promotion criteria in language arts and/or math if they scored a performance level of "Basic" or higher in the same subject area on the prior year's California Standards Test. If sixth through eighth grade students receive an overall grade point average of less than 2.0, students will be offered the summer school option if they receive a performance level of basic or higher in both language arts and math on their California Standards Tests.**

**~~Summer School Intervention at Sixth and Seventh Grade~~**

~~Parents of students in sixth and seventh grade will be kept informed of their student's academic progress as stated in Board Policy and Administrative Regulation 6146.5. Those students not meeting the middle school minimum indicators of performance shall be assigned to summer school.~~

**General Education Students:**

If the student does not have a single regular classroom teacher, the principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

**Special Education Students meeting Districtwide Promotion Criteria:**

For areas included in the student's IEP, the student's special education teacher will serve as the identified teacher. For all other subject areas the principal or designees shall specify the teacher(s) responsible for the decision to promote or retain the student.

**Special Education Students Requiring Individual Promotion Standards Determined by the IEP Team:**

7.8.6



The IEP team will determine whether the student is retained based on the individualized promotion standards (goals and objectives) identified in the student's IEP.

An English Language Development/Bilingual/CLAD/SDAIE teacher will be the identified teacher for those students with a Bilingual Individualized Learning Plan.

AR 5123 (g)

## **STUDENTS**

### **Promotion/Acceleration/Retention**

When a student is identified as being at risk of retention, the identified teacher(s) or shall so notify the student's parents/guardians as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

*(cf. 5145.6 - Parental Notifications)*

### **Identification of Students at Risk of Retention**

Site administrators are responsible for implementing the following process for early identification of students at risk of retention:

1. Parents will be notified of the retention policy and the contact information for the school staff members(s) they should call about concerns related to their child's academic progress. Parents should also be informed that if they have a concern at any time about the progress of their child, they should contact their school to schedule an appointment.
2. A plan will be written and signed between the parent, school and student (if appropriate) by the end of the first seven weeks for any second through fifth grade student at risk of retention. The plan will include specific intervention(s) to diminish the risk of retention. Interventions should include instructional program, but may include any factor contributing to the risk of retention.
3. If by the end of the first grading period a student is at risk of retention, a plan may be modified and parents notified to continue or adjust a remedial program or make other recommendations to alleviate the risk of retention. Some of the strategies may include but are not limited to: examining and altering current instructional strategies or materials, tutoring, change in schedule, or referral to support service.
2. If by mid-year, the student remains at-risk for retention, additional options may be considered including, but not limited to, referral to an alternative program for more intensive services, access to additional instructional time (during the day, extended

7.8.7

day, Saturday) or referral to the Student Study Team, if not yet completed. Parents will be informed in writing of any decisions and results.

3. By the end of the second trimester or third quarter, notices will be sent to the parents of students who remain at risk of being retained. Copies of these notifications must be kept in the student's cumulative file. The teacher will keep parents apprised of their child's progress.
4. Only when the interventions have been unsuccessful and student has not made sufficient academic progress during the course of the school year will the student be considered for retention. All potential retentions will be reviewed at the site level by the principal or designee with input from the parent.

#### **AR 5123 (h)**

### **STUDENTS**

#### **Promotion/Acceleration/Retention**

If the pupil's identified teacher(s) determines that retention is not the appropriate intervention for the pupil's academic deficiencies, the reasons must be specified in writing to the parent and administrator and must include recommendations for interventions other than retention that are necessary to assist the pupil to attain acceptable levels of student achievement. If the teacher's recommendation to promote is contingent upon the pupil's participation in a remedial program, the pupil's academic performance shall be reassessed at the end of the remediation program and the decision to retain or promote the pupil shall be reevaluated at that time.

### **Appeals**

The decision to retain or promote may be appealed using the following procedure:

The burden shall be on the appealing party to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons why the teacher's decision should be overruled. The appeal request must be initiated within 10 school days of the determination of the teacher. The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision. If the decision is overruled, the identified teacher(s) will not be accountable for the student's academic consequences linked to the superintendent or designee's action.

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The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board within 15 school days of the issuance of the determination. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

**AR 5123 (i)**

## **STUDENTS**

### **Promotion/Acceleration/Retention**

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

*(cf. 1312 - Complaints Against the Schools)*

*(cf. 5125 - Student Records)*

*(cf. 5125.3 - Challenging Student Records)*

### **Remedial Instruction**

With the parent/guardian's consent, the Superintendent or designee may require a student in grades 2 through 9 who has been retained at grade level to participate in a program of direct, systematic and intensive supplemental instruction that meets the requirements of Education Code 37252. Such programs shall be offered during the summer, after school, on Saturdays and/or during intersessions. Services shall not be provided during the regular instructional day if it would result in the student being removed from classroom instruction in the core curriculum. (Education Code 37252.5)

*(cf. 6177 - Summer School)*

The Superintendent or designee shall seek the active involvement of parents/guardians and classroom teachers in the development and implementation of these supplemental instructional programs. (Education Code 37252.5)

In addition, the Superintendent or designee may provide supplemental instruction to students in grades 2 through 6 with low scores in mathematics, reading or written expression, in the following priority order: (Education Code 37252.5)

These services shall be provided to students in the following priority order: (Education Code 37252.5)

7.8.9

1. Students who have been recommended for retention or who have been identified as being at risk of retention pursuant to Education Code 48070.5 or district policy
2. Students who have been identified as having a deficiency in mathematics, reading or written expression based on the results of the tests administered under the Standardized Testing and Reporting program

AR 5123 (j)

## **STUDENTS**

### **Promotion/Acceleration/Retention**

This supplemental instruction program shall be developed in accordance with the requirements of Education Code 37252.7

If a special education student attends a district remedial summer school program, the district shall hold an IEP meeting to determine the supports and/or services the student will need to benefit from the program. (Education Code 37252.5)

Adopted: 5/19/95

Revised: 6/15/99, 8/15/00, 12/5/00

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