

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

MEMBERS OF THE GOVERNING BOARD

Paul Long, President
Dennis Sonnenburg, Vice President
Karen Roberts, Clerk
James McLeod, Member
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,
Ken Gammelgard, Director of Site Development
Linda Pezanoski, Principal, Sheridan School
John Bliss, Principal, Carlin C. Coppin Elementary School
Joe Nokes, Principal, Creekside Oaks Elementary School
Susan Taxara, Vice Principal, Creekside Oaks Elementary School
Ruben Ayala, Principal, First Street School/District Bilingual Coordinator
Jeremy Lyche, Twelve Bridges Elementary School
Mary Boyle, Principal, Glen Edwards Middle School
Mike Doherty, Assistant Principal, Glen Edwards Middle School
David Butler, Principal, Lincoln High School
Janice Smith, Assistant Principal, Lincoln High School
Stacy Brown, Vice Principal, Lincoln High School/Glen Edwards Middle School
John Wyatt, Principal, Phoenix High School, Adult Ed.
Tracy Murphy, Director, Special Education
Frank Nichols, Director of Maintenance and Facilities
Bob Nelson, Transportation Coordinator
Jeff Dardis, Food Service Director
Chuck Youtsey, Technology Coordinator

<u>STUDENT ENROLLMENT</u>	
<u>School</u>	<u>6/04/04</u>
Sheridan Charter School (K-8)	171
Sheridan School Independent Study (SSIS)	27
First Street School	571
Carlin C. Coppin Elementary (K-5)	559
Creekside Oaks Elementary (K-5)	706
Twelve Bridges Elementary (K-5)	
Glen Edwards Middle (6-8)	875
Lincoln High School	959
Phoenix High School	57
PCOE Home School	8
TOTAL:	3933

Phoenix Infant/Toddler
SDC Preschool
Adult Education

Prechool/Head Start
First & J Streets
Sheridan
Carlin Coppin

GLOBAL DISTRICT GOALS

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
August 17, 2004, 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.

6:30 P.M. OPEN SESSION - Administrative Conference Room – D.O.

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

6:35 P.M. CLOSED SESSION - Administrative Conference Room – D.O.

1. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry #03/04 D
 - b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 03/04 E
 - c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 03/04 H
 - d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 02/03 I
2. **ADJOURN TO OPEN SESSION**

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

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

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

 - 2.1 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry #03/04 D
 - b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 03/04 E
 - c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 03/04 H
 - d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-entry # 02/03 I

3. 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.

3.1 Ratification of Personnel Items

a. Certificated:

- a.1 Ratification of Certificated Resignation:
Michelle Chapman - Kindergarten - CCC
- a.2 Ratification of Certificated Employment:
Mary Gilmore - Resource Specialist - TBE
Clelia Jocoy - Resource Specialist - GEMS
Jeremy Noble - Science Teacher - COE

4. 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.

5. REPORTS & COMMUNICATION

- 5.1 Student Advisory - Andrea Ayala, Lincoln High School
- 5.2 Western Placer Teacher's Association - Mike Agrippino
- 5.3 Western Placer Classified Employee Association - Joe Ross
- 5.4 Superintendent
- 5.5 Assistant Superintendent(s)
 - 5.5.1 Jay M. Stewart
 - a. Facilities Update:
 - 5.5.2 Scott Leaman
 - a. Program Focus Area: Lincoln Public Library
 - 5.5.3 Bob Noyes, Personnel Director

6. ♦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.

6.1 (D) BOARD POLICY REVIEW - BP/AR 5123 - Leaman (03-04 G & O Component I)

- A discussion will be held to outline Board requested information concerning AR 5123.

-
- 6.2 (D/A) ADOPTION OF REVISED POLICIES AND REGULATIONS**
Yohe (04-05 G & O Component I-V)
•The District Policy Committee and the Management Team have reviewed the following new policies/regulations/exhibits as per CSBA. These revisions are now being presented for approval by the Board of Trustees.
- *BP4117.13 Early Retirement Option
 - *AR4300 Management, Supervisory and Confidential Personnel
 - *AR6142.8 Comprehensive Health Education
 - *AR6178.1 Work Experience Education
- 6.3 (D/A) APPROVE RESOLUTION 04/05.06 OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2004 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES - Stewart** (04-05 G & O Component IV-V)
•Tax and Revenue Notes (TRANS) are a short-term borrowing strategy used to finance and eliminate cash flow deficits or potential deficits in the General Fund. It is not unusual for school districts to experience cash flow deficits in the months just prior to the receipt of property tax revenues.
- 6.4 (D/A) APPROVE RESOLUTION 04/05.07 TO AUTHORIZE THE PURCHASE OF FOUR (4) 84 PASSENGER THOMAS SAF-T-LINER HDX SCHOOL BUSES FROM CALIFORNIA BUS SALES FOR THE PRICE OF \$102,425.00 EACH - Stewart** (04-05 G & O Component IV-V)
•The four school buses are required to address the increase in student ridership, expanded bus routes, and the increase in extra and co-curricular activities due to the opening of new schools. This purchase will also serve to modernize the fleet which still utilized two buses from the 1970's on a regular basis.
- 6.5 (D/A) LINCOLN HIGH SCHOOL MATH ADOPTION (ALGEBRA 2) – Leaman** (04-05 G & O Component IV)
•The Board is requested to adopt Glencoe mathematics Algebra 2 for use at Lincoln High School. This text is a California edition and aligned to our standards.
- 6.6 (D/A) ADOPTION OF THE FY 2004-05 GOALS & OBJECTIVES FOR THE MANAGEMENT TEAM – Yohe** (04-05 G& O, Components I-V)
•The Board of Trustees have received a preliminary document at the August 3rd, Board Meeting. Being presented for final adoption is the 2004-05 Superintendent and Management Team Goals & Objectives.

7. COMMENTS - BOARD OF TRUSTEES

7.1 FUTURE AGENDA ITEMS

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

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

7.2 BOARD MEMBER REPORTS/COMMENTS

8. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
 >September 7, 2004, 7:00 p.m., Lincoln High School Performing Arts Building

9. ADJOURNMENT

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

Posted: 8/13/04

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

CLOSED SESSION AGENDA

PLACE: Administrative Conference Room, 810 J Street
DATE: August 17, 2004
TIME: 6:00 p.m.

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

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

DISCLOSURE
OF ACTION
TAKEN IN
CLOSED SESSION,
IF ANY

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

RE-ENTRY

Student #03-04 D

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

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

219

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

RE-ENTRY

Student #03-04 E

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

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

2.1.b

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

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

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

SUBJECT:

Student Discipline/Expulsion
RE-ENTRY
Student #03-04 H

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

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

2.1.c

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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
RE-ENTRY
Student #02-03 I

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in
Regards to the re-entry expulsion of Student #02-03 I

SUPERINTENDENT'S RECOMMENDATION:


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

2.1.d

CONSENT

AGENDA

ITEMS

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

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

FACT SHEET

SUBJECT:

Ratification of Certificated
Resignation

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes 
Director, Human Services

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:


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

Michele Chapman – Kindergarten Teacher – CCC

SUPERINTENDENT'S RECOMMENDATION:

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

3.i.a.a.1

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

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

FACT SHEET


SUBJECT:

Ratification of Certificated
Employment

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes 
Director, Human Services

ENCLOSURES:

MEETING DATE:

August 17, 2004

BACKGROUND:

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

Mary Gilmore – Resource Specialist (.50) - TBE
Clelia Jocoy – Resource Specialist (1.00) - GEM
Jeremy Noble – Science Teacher (1.00) – COE

SUPERINTENDENT'S RECOMMENDATION:


Administration recommends the Board of Trustees ratify the employment of the individuals listed above.

3.1a.a.2

REPORTS

AND

COMMUNICATION

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

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
August 17, 2004

BACKGROUND:

The Friends of the Library have generously supported the gift of books to each of our summer school students. A report by the organizer of this activity, Shirley Russell, is attached.

ADMINISTRATION'S RECOMMENDATION:
No action is required on this item.

5.5.2

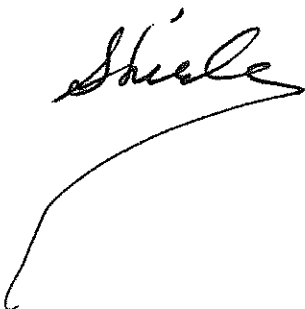
**LINCOLN PUBLIC LIBRARY
BOOKS IN THE COURTYARD III 2004
SUPPORTED BY THE FRIENDS OF THE LIBRARY
GRAND TOTALS**

DATE	Pre-School	K	1	2	3	4	5	6	7/8 & older	Total Children's Books
6/11	(Didn't keep track of numbers.)									254
6/18	99	53	28	30	30	30	18	12	21	321
6/25	97	43	40	36	42	35	9	9	26	350
7/2	74	39	37	39	37	40	32	13	15	326
7/9	108	46	38	33	42	45	32	15	27	386
7/16	124	34	25	18	47	31	27	10	26	342
GEMS & LINCOLN HIGH SCHOOL										460
7/23	79	26	36	19	31	26	23	17	29	286
7/30	70	29	37	19	26	27	24	18	30	280
TOTAL BOOKS GIVEN TO THE CHILDREN'S SUMMER LITERATURE PROGRAM										3,005

Scott,

Books in the Courtyard III was a success. Please note, I sent 460 books to summer school students at GEMS and the Lincoln High School. This wasn't well thought out and there were glitches, next year I'll talk to the teachers and get their buy-in and approval !!!!

Thank you for your help in making this happen.



5.5.2.1

INFORMATION

DISCUSSION

ACTION ITEMS

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
BP/AR 5123

AGENDA ITEM AREA:
Discussion

REQUESTED BY:
Scott Leaman,
Assistant Superintendent

ENCLOSURES:
Yes

MEETING DATE:
August 17, 2004

BACKGROUND:

A discussion will be held to outline Board requested information concerning AR 5123.

ADMINISTRATION RECOMMENDATION:

A discussion concerning the above topic will be held.

6.1

EDUCATION

New law causes big change in summer school

Western Placer Unified School District parents, guardians, and students in second through fifth and eighth grades have dealt with a new issue in our schools this year — social promotion and retention.

A new law, mandated by the legislature, required the school district to establish promotion requirements and track student progress throughout the year toward year-end goals. Some students will be offered summer school in second through fifth and eighth grades as a condition of promotion to the next grade.

In addition to students attending summer school in preparation for the next grade, many sixth- and seventh-grade students will be assigned to summer school based on their performance during the school year.

The new law changes the role of summer school in our district. In the past, we have offered summer school to all students interested in attending. This year, summer school will be on an invitation basis in kindergarten through eighth grades. The high school program will continue to offer proficiency (make-up) classes this summer. We understand this change in focus may affect families that have enjoyed our

All summer school programs will start at 8 a.m. and end at 12 noon, and busing will be provided between sites in the district. All students in second through fifth grade and eighth grade will receive assessment to determine if promotion to the next grade is appropriate.

Kindergarten/First Grade:

Elementary students in kindergarten and first grade will attend summer school June 12, through July 7, (four-week program). The kindergarten/first grade program will focus on reading skills that are vital for the early years.

Second/Third Grade:

Second- and third-grade students will attend summer school from June 12, to July 28, (six week program). Their program will also focus on reading as the primary area for promotion to the next grade, but will be longer and more intense than the four-week program.

Fourth/Fifth Grade:

Fourth- and fifth-grade students will also attend a six-week program from June 12, through July 28, with a language arts and math focus. This curriculum is based on the requirements needed for promotion to the next grade level.

At the secondary levels, the program is split into two populations, middle school and high school. Both programs will be housed at the Glen Edwards Middle School Campus.

Middle School:

The sixth- through eighth-grade integrated program will include language arts, math, science, social science, and study skills. Eighth-grade students will receive ongoing assessment and must meet specific criteria to be promoted to the next grade.

High School:

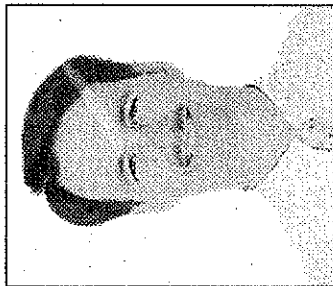
Students will have the opportunity to take classes in areas they would like to gain proficiency.

Students invited to summer school will receive a notice before the end of May.

As you can tell from the descriptions, each of the summer school programs are aimed at precise goals for the students that attend.

If you have any questions about the summer programs, please call Linda Pezanoski at (916) 645-6390 or Ruben Ayala (916) 645-6380 for elementary programs or Mike Doherty at (916) 645-6370 for the secondary programs.

You may also call Scott Leaman at the District Office at (916) 645-6350.



Scott Leaman
*Assistant Superintendent
of Education Services
Western Placer
Unified School District*

summer school program in the past, but our new program will be filled to capacity with invited students.

So what are the particulars of the program if your child is invited? There will be two sites for summer school. Elementary students (kindergarten through fifth grades) will be served at Carlin C. Coppin School, while secondary (sixth through twelfth grades) will attend Glen Edwards Middle School.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 5123 (a)

STUDENTS

Promotion/Acceleration/Retention

The Governing Board expects students to progress through each grade level within one school year. To accomplish this, instruction should accommodate the variety of ways that children learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.5 - Elementary School Promotion/Standards of Proficiency)

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits, and beginning in the 2003-04 school year, on his/her ability to pass the statewide high school exit examination. The student must also meet the minimum proficiency requirements reflected in Board Policy and Administrative Regulation 6146.1-6146.5.

(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher-grade level. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year and in students' school careers, the identified teacher(s) shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, and administrative regulation. Students shall be identified based on indicators of performance.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5149 - At-Risk Students)

When a student in grades 2 through 9 is retained or recommended for retention, the Superintendent or designee shall offer programs of direct, systematic and intensive supplemental instruction in accordance with Education Code 37252.5.

(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

37252.5 Supplemental instruction

46300 Method of computing ADA

48011 Admission on completing kindergarten; grade placement of pupils coming from other districts

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

56345 Elements of individualized education plan

60641-60648 Standardized Testing and Reporting Program

60850-60856 Exit examination

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources:

CDE MANAGEMENT ADVISORIES

0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10

LEGISLATIVE COUNSEL'S OPINION

Promotion and Retention #21610

CSBA POLICY ADVISORIES

0901.99 Social Promotion/Retention Policy Briefing: Considerations for English Language Learners

1112.98 Student Promotion/Retention Advisory

WEB SITES

CSBA: <http://www.csba.org>

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

Adopted: 4/14/84

Revised: 5/19/95, 6/15/99, 6/18/01

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6.1.3

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)

6.1.4

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:

Elementary

- 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.

STUDENTS

Promotion/Acceleration/Retention

- 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.

A grade of "2" (minimum) is determined by teacher which may include the following assessments:

- Curriculum Based Measurement linked to performance of "Basic" on the California Standards Test in language arts and/or math for grading period
- 65% correct on core standards based curriculum
- district approved assessments which include benchmarks for each grading period (e.g. CRLP, Lexile)

Middle Grades

- Promotion from sixth to seventh, seventh to eighth, and eighth to ninth grade. An average grade of "C" or better in language arts; and math and an overall grade point average of 2.0 or better on the student report card.

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)

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). Summer school as an alternative for retention is intended for those students who will likely meet promotion criteria by the end of the summer program.

STUDENTS

Promotion/Acceleration/Retention

The summer school option will be offered to all sixth through eighth grade students that meet one of the following criteria:

- Attain a performance level of "Proficient" or higher on the previous year's California Standards Test in language arts and math
- Average grade of "C" (2.0) or better in language arts for the year
- Average grade of "C" (2.0) or better in math for the year
- Average grade of "C" (2.0) or better overall for the year

Promotion Of Students Based On Retention As Intervention

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.

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.

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)

STUDENTS**Promotion/Acceleration/Retention**

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.

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?

6.1.8

STUDENTS**Promotion/Acceleration/Retention**

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.

Limited English Proficient/English Language Learners

The English Language Learner (ELL) student's English Learner Individualized Learning Plan (ELILP) is the determining factor for expected levels of performance and achievement. Students with an ELILP should be promoted or retained based on adherence to the ELILP goals and objectives. Generally, the goal of one performance level per year in language arts and one grade level per year in math will be the basis for goals on the ELILP. An ELILP 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 ELILP.

(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)

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.

STUDENTS

Promotion/Acceleration/Retention

Special Education Students Requiring Individual Promotion Standards Determined by the IEP Team:

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.

When a student is identified as being at risk of retention, the identified teacher(s) 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 eighth 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.

6.1.10

STUDENTS

Promotion/Acceleration/Retention

4. 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 or access to additional instructional time (during the day, extended day, Saturday). Parents will be informed in writing of any decisions and results.
5. 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.

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.

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)

6.1.11

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)

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

This supplemental instruction program shall be developed in accordance with the requirements of Education Code 37252.7

6.1.12

STUDENTS

Promotion/Acceleration/Retention

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, 11/4/03

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6.1.13

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
 Adoption and Revised
 Policies and Regulations

AGENDA ITEM AREA:
 Discussion/Action

REQUESTED BY:
 Roger R. Yohe
 District Superintendent

ENCLOSURES:
 Revised Policies/Regulations

MEETING DATE:
 August 17, 2004

BACKGROUND:

The District Policy Committee and the Management Team have reviewed the following new policies/regulations/exhibits as per CSBA. These revisions are now being presented for approval by the Board of Trustees.

- *BP4117.13 Early Retirement Option
- *AR4300 Management, Supervisory and Confidential Personnel
- *AR6142.8 Comprehensive Health Education
- *AR6178.1 Work Experience Education

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the revisions of the policies and regulations as submitted by the committee.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 4117.13 (a)

BP 4317.13 (a)

PERSONNEL

Certificated Personnel

Early Retirement Option

The Governing Board may offer certificated employees the option to retire early in accordance with law when it is beneficial to the district.

As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System (STRS), the Board may offer such employees an additional two years of service credit or, until January 1, 2005, an additional two years of service and age credit. (Education Code 22714, 22714.5, 44929, 44929.1)

(cf. 4117.12/4317.12 - Retirement Consultancy Contracts)

Before taking formal action to approve either of these service incentives, the Board shall determine that encouraging early retirement would be in the best interest of the district due to the curtailment of services or changes in the manner in which services are performed and that the retirement will result in a net savings to the district. (Education Code 22714, 22714.5, 44929)

The Board may also consider the impact of the early retirement options on the staffing needs of district schools and the ability to satisfy federal requirements for highly qualified teachers pursuant to 20 USC 6319.

In order to offer two years of service and two years of age incentive to represented certificated employees, the Board shall enter into a memorandum of understanding between the district and the employee organization. For certificated employees who are not represented by an employee organization, the Board shall take formal action to make this incentive applicable to such employees. (Education Code 22714.5)

The Board shall demonstrate and certify to the County Superintendent that the formal action taken would result in a net savings to the district. (Education Code 22714, 22714.5)

To be eligible for the two years of service credit option, the employee must have five or more years of service credit and must retire during a period of 60 to 120 days after the Board takes formal action to implement the option. (Education Code 22714)

6.2.1

PERSONNEL

Certificated Personnel

Early Retirement Option (continued)

To be eligible for the two years of service credit and two years of age credit option, the employee must have five or more years of service credit and must retire within the period designated in the memorandum of understanding or formal action described above. (Education Code 22714.5)

In providing the early retirement options, the district shall meet all conditions as specified in Education Code 22714, 22714.5, 44929, and 44929.1.

Legal Reference:

EDUCATION CODE

22714 Service credit under STRS; additional two years

22714.5 2+2 service and year credit option under STRS

44929 Service credit under STRS; additional two years

44929.1 2+2 service and year credit option under STRS

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

COURT DECISIONS

United Teachers-Los Angeles. v. Los Angeles Unified School District (1994) 24 Cal.App. 4th 1510

Management Resources:

WEB SITES

California State Teachers' Retirement System: <http://www.calstrs.com>

Adopted:

Q:4000b/bp4117.13

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 4300(a)

PERSONNEL

Management, Supervisory and Confidential Personnel

Management, supervisory and confidential positions shall be classified as follows: (Government Code 3540.1)

1. Management employees are those having significant responsibilities for formulating district policies or administering district programs and who serve in a position which the Governing Board has legally designated as a management position.
2. Supervisory employees are those who, using independent judgment, have the authority, in the interest of the district, to make or effectively recommend:
 - a. Hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, or discipline
 - b. Assigning work to employees and directing them
 - c. Adjudicating employee grievances

(cf. 2220 - Administrative Staff Organization)

3. Confidential employees are those who are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

PERSONNEL

Management, Supervisory and Confidential Personnel

Senior Management of the Classified Service

A senior management employee is either a fiscal advisor to the Superintendent or an employee in the highest position not requiring certification in a principal district program area, with districtwide responsibility for formulating policy or administering the program. (Education Code 45108.5)

Employees designated as senior management are part of the classified service and shall have the same rights, benefits and duties except the right to permanent status in these positions. (Education Code 45100.5)

(cf. 4312.1 - Contracts)

Adopted:

Q:4000\ar4300

Western Placer Unified School District

AR 6142.8 (a)

INSTRUCTION

Comprehensive Health Education

Content of Instruction

The district's health education program shall include instruction to aid students in making decisions in matters of personal, family and community health, including the following topics: (Education Code 51890)

1. The use of health care services and products
2. Mental and emotional health and development
3. Use and misuse of drugs, including tobacco and alcohol
4. Family health and child development, including the legal and financial aspects and responsibilities of marriage and parenthood
5. Oral health, vision and hearing
6. Nutrition, which may include related topics such as obesity and diabetes prevention
7. Exercise, rest and posture
8. Diseases and disorders, including sickle cell anemia and related genetic diseases and disorders
9. Environmental health and safety
10. Community health

Instruction also shall include injury prevention and safety, which may include but not be limited to prevention of brain and spinal cord injuries.

Involvement of Health Professionals

The district's health education program shall be designed to actively involve the community, including professional health and safety personnel, in classroom teaching of health education. (Education Code 51913)

6.2.5

INSTRUCTION

Comprehensive Health Education

Health care professionals also shall be involved in the development and implementation of the district's health education plan and in course evaluation. Such professionals shall represent, at the district's option, the varied fields of health care, including voluntary collaborations with managed health care and health care providers; local public and private health, safety and community service agencies; and other appropriate community resources. (Education Code 51913)

Health care professionals, health care service plans, health care providers and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance and enrollment activities relating to federal, state or county-sponsored health care insurance programs

Adopted:

Q:6000(b)\ar6142.8

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 6178.1 (a)

INSTRUCTION

Work Experience Education

Criteria for Credit

Upon the satisfactory completion of a work experience education program, a student shall be granted credit in an amount not to exceed 40 semester credits, no more than 10 of which shall be awarded in any one semester, provided that the student satisfies all of the following requirements: (Education Code 51760.3)

1. At the time of enrollment, the student is at least 16 years of age or, if under the age of 16 years, fulfills one of the following criteria:
 - a. The student is enrolled in grade 11 or higher.
 - b. The principal certifies that the student is in need of immediate work experience education in order to pursue employment opportunities.
 - c. The principal certifies that there is a probability that the student will no longer be enrolled as a full-time student without being provided the opportunity to enroll in a work experience education program.
 - d. The student's individualized education program prescribes the type of training for which participation in a work experience education program is deemed appropriate.

(cf. 6159 - Individualized Education Program)

2. During the course of the student's enrollment in the program, the student receives at least the equivalent of one instructional period per week of related classroom instruction or counseling by a certificated employee. The work experience instruction or counseling shall be offered in sessions scheduled intermittently throughout the semester.
3. The work experience education program meets all of the requirements of law.

6.2.7

INSTRUCTION

Work Experience Education

Minimum Day

The minimum day for students enrolled in a work experience education program shall be four periods totaling at least 180 minutes in duration, with the following exceptions:

1. A different schedule may be established for students who are enrolled in a continuation school or class pursuant to Education Code 48402. (Education Code 46144, 54729)

(cf. 0420.3 - School-Based Student Motivation and Maintenance Program)
(cf. 6184 - Continuation Education)

2. When a school's regularly scheduled period is greater than 60 minutes, the minimum day shall be one or more periods totaling at least 180 minutes in duration. (Education Code 46144)

Work Experiences and Related Instruction

The district shall enter into a formal training agreement with each employer to provide one or more of the following paid and unpaid types of on-the-job experiences: (5 CCR 10071)

1. Vocational work experience education which reinforces and extends vocational learning opportunities for students through a combination of related classroom instruction in work experience education and supervised paid employment in the occupation for which their vocational course in school prepares them
2. General work experience education which has as its purpose the application of basic skills of reading, writing and computation, and which enables students to acquire general and specific occupational skills through a combination of a supervised paid employment in any occupational field and related classroom instruction in work experience education
3. Nonpaid exploratory work experience education which provides students opportunities to observe and sample systematically a variety of conditions of work for the purpose of ascertaining their interest and suitability for the occupation they are exploring

(cf. 6030 - Integrated Academic and Vocational Education)
(cf. 6178 - Vocational Education)

6-2-8

INSTRUCTION

Work Experience Education

The Superintendent or designee may establish and supervise work experience programs in areas outside the district, either within California or in a contiguous state. (Education Code 51767)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work experience courses. (Education Code 51763)

A work permit may be issued to a minor between under the age of 18 and over the age of 14 who is regularly enrolled in a high school or community college or who has been assigned to a vocational course in a place of employment, and who will work part-time as a student enrolled in a work experience education course. (Education Code 49113)

(cf. 5113.2 - Work Permits)

Responsibilities of Teacher-Coordinator

The work experience teacher-coordinator shall conduct the related classroom instruction, prepare individual training plans, observe and consult with students, and make at least two on-site contacts per semester with each work station supervisor and at least one on-site contact during summer school to evaluate student performance. (5 CCR 10074)

Adopted:

Q:6000(a)\ar6178.1

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

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

AGENDA ITEM:

Approve Resolution 04/05.06 of the Board of Trustees of Western Placer Unified School District Authorizing the Issuance of 2004 Tax and Revenue Anticipation Notes for Said District and Requesting the Board of Supervisors of Placer County to Issue Said Notes.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

August 17, 2004

BACKGROUND:

Tax and Revenue Notes (TRANS) are a short-term borrowing strategy used to finance and eliminate cash flow deficits or potential deficits in the General Fund. It is not unusual for school districts to experience cash flow deficits in the months just prior to the receipt of property tax revenues.

Since 1990, the District has borrowed between \$1.2 and \$5.0 million a year to cover its operating costs.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 04/05.06 of the Board of Trustees of Western Placer Unified School District authorizing the issuance of 2004 Tax and Revenue Anticipation Notes for said District and requesting the Board of Supervisors of Placer County to issue said notes.

6.3

RESOLUTION NO. 04/05.06

RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2004
TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND
REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO
ISSUE SAID NOTES

WHEREAS, pursuant to Sections 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Western Placer Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of a school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over said district, as soon as possible following the receipt of a resolution of the governing board of the district requesting the borrowing; and

WHEREAS, the County Superintendent of Schools of the County of Placer (the "County") has jurisdiction over the District, and this Board of Trustees (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed \$5,000,000 at an interest rate not to exceed seven percent (7%), through the issuance by the Board of Supervisors of the County (the "County Board") of 2004 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes shall be payable no more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2004-2005 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2004-2005 in which issued ; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the general fund of the District during or allocable to fiscal year 2004-2005 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for

the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued on the date designated by the County Board therefor, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said \$5,000,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2004-2005, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, the Board of Trustees of the Western Placer Unified School District hereby resolves as follows:

Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed \$5,000,000 principal amount of Notes under Sections 53850 *et seq.* of the Act, designated "Western Placer Unified School District, County of Placer, State of California, 2004 Tax and Revenue Anticipation Notes" (the "Notes"); to be numbered from 1 consecutively upward in order of issuance (if more than one Note is registered); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser thereof; to be dated the date of delivery thereof; to mature (without option of prior redemption) within thirteen (13) months of the dated date; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of seven percent (7%) *per annum*; provided that if the Notes will mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of Treasurer-Tax Collector of the County or such other paying agent as the District or County may appoint (the "Paying Agent") which is hereby designated to be the paying agent on the Notes. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

Section 2. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in the resolution of the County approving the Notes, the blanks in said form to be filled in with appropriate words and figures as authorized herein and in the resolution of the County. The Notes shall be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and shall be evidenced by one note in the full principal amount of the Notes. There shall accompany the Notes, the legal opinion of Sidley Austin Brown & Wood LLP respecting the validity of said Notes.

Section 3. Deposit of Note Proceeds. The moneys so borrowed shall be deposited in the general fund of the District.

Section 4. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2004-2005 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District hereby pledges an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2005; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2005; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2005 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Covenant Regarding Additional Short-term Borrowing. The District hereby covenants and warrants that it will not request the County of Placer Treasurer-Tax Collector (in such capacity, the "Treasurer") to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District during the 2004-2005 fiscal year pursuant

to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Western Placer Unified School District, County of Placer, State of California, 2004 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, to the greatest extent possible, shall be invested at the request of the District in investment securities by the Paying Agent, as permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 5. Execution of Notes. The County Chairperson, or a designee thereof (the "Chairperson"), is hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the "Clerk") is hereby authorized to countersign the Notes by use of his or her manual or facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 6. Sale of the Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by the Financial Advisor appointed herein. The form of Contract of Purchase for the Notes, substantially in the form presented to this meeting, is hereby approved. The Chairperson and the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the Superintendent (the "Superintendent") or the Assistant Superintendent, Business Services (the "Assistant Superintendent") is hereby authorized and requested to acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the

maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to \$5,000,000 and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 7. Appointment of Bond Counsel and Financial Advisor; Authorization of Preliminary Official Statement and Official Statement. Sidley Austin Brown & Wood LLP is hereby appointed as bond counsel to the District in connection with the issuance of the Notes. Government Financial Strategies, Inc. is hereby appointed as the financial advisor to the District in connection with the issuance of the Notes, and is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Superintendent or the Assistant Superintendent, Business Services, are each hereby authorized and requested to execute and deliver the Official Statement.

Section 8. Delivery of Notes. The proper officers of the County Board are hereby requested to deliver the Notes to the purchaser thereof. All actions heretofore taken by the officers and agents of the District Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions hereafter adopted by the County Board.

Section 9. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested at the Treasurer's discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 10. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not result in acceleration of the Notes.

Section 11. Tax Covenants. The District covenants that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District and all of its officers having custody or control of such proceeds agree to comply with all requirements of said Section 148 and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on certain amounts, including proceeds of the Notes, if required, to the federal government. The District further covenants to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue

Code of 1986, as amended. In furtherance of the covenants contained in this Section 11, the District agrees to comply with the Tax Certificate to be provided to the District by bond counsel for execution by the District on the date of issuance and delivery of the Notes (the "Tax Certificate"). The District covenants that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 12. Covenants and Warranties. It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District, its appropriate officials and the District Board, have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

Section 13. Transmittal of Resolution. The Clerk of this Board is hereby directed to send an original certified copy of this Resolution to the County Board, the Treasurer and the County Superintendent of Schools.

Section 14. Recitals. All the recitals in this Resolution above are true and correct and this District Board so finds, determines and represents.

Section 15. Other Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the District are hereby authorized and directed, for and in the name and on behalf of this District, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and to carry out the intent of, this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 17th day of August, 2004, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Clerk, Board of Trustees

COUNTY OF PLACER, CALIFORNIA

\$ _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
2004 Tax and Revenue Anticipation Notes

CONTRACT OF PURCHASE

_____, 2004

Jenine Windeshausen
Treasurer-Tax Collector
County of Placer
2976 Richardson Drive
Auburn, California 95603

Dear Ms. Windeshausen:

The undersigned (the "Underwriter") offers to enter into this agreement with the County of Placer, California (the "County") that, upon the County's acceptance hereof, will be binding upon the County and upon the Underwriter. This offer is made subject to the written acceptance of this Contract of Purchase by the County and the delivery of such acceptance to the Underwriter at or prior to 5:00 P.M. California time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby purchases from the County for reoffering to the public, and the County hereby sells to the Underwriter for such purpose, all (but not less than all) of \$ _____ aggregate principal amount of Western Placer Unified School District, County of Placer, California (the "District") 2004 Tax and Revenue Anticipation Notes dated the date of issuance thereof and due _____, 2005 (the "Notes") bearing interest at the rate per annum and for the purchase price (equal to the principal amount less Underwriter's discount and premium) resulting in a yield per annum, all as provided in Exhibit A attached hereto.

2. The Notes shall be as described in the Resolution adopted by the County on _____, 2004, authorizing the issuance of the Notes (the "Resolution"), and shall be issued under the provisions of the Constitution and laws of the State of California (the "State").

3. Within seven business days hereof, the District shall deliver to the Underwriter an Official Statement of the District relating to the Notes (which, together with all appendices thereto and with such changes therein and supplements thereto that are consented to in writing by the Underwriter, is herein called the "Official Statement"), in a form satisfactory to the Underwriter and duly executed by the District, which the District deems final as of its date. The

6.38

District has authorized the use and reproduction of the Official Statement in connection with the offering and sale of the Notes by the Underwriter. The District also has approved of the use and reproduction by the Underwriter prior to the date of the Official Statement of a Preliminary Official Statement of the District relating to the Notes (which, together with all appendices thereto, is herein called the "Preliminary Official Statement") in connection with the offering of the Notes.

4. The Underwriter agrees to make a *bona fide* public offering of all the Notes at the initial public offering price as set forth on the cover page of the Official Statement. Subsequent to such initial public offering the Underwriter reserves the right to change the public offering price as it may deem necessary in connection with the marketing of the Notes.

5. No later than 10:00 o'clock A.M., California time, on _____, 2004 or at such other time or on such later business day as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter at the offices of The Depository Trust Company, New York, New York ("DTC"), or at such other place as the District and the Underwriter may mutually agree upon, the Notes in definitive form duly executed, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price as set forth in paragraph 1 hereof by check or wire in "Federal Reserve Funds" (same day funds) to the order of the District. The Notes shall be delivered to DTC for the account of the Underwriter in New York, New York (or at such other place as the Underwriter and the District mutually agree upon) in typewritten form, bearing a CUSIP number duly executed by the District and authenticated by the office of the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent"). The Notes will be made available in New York, New York for checking and packaging at least one business day prior to the Closing.

6. The District represents and warrants to the Underwriter and the County that:

(A) The District is a school district duly organized, validly existing and in good standing under the laws of the State of California, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.

(B) (i) At or prior to the Closing the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the District has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the District of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the District; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

(C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor.

(D) The District selected the Underwriter.

(E) There are no present conditions or determinations of which the District is aware that will prevent the receipt of and application by the District of the revenues pledged to pay the Notes.

(F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the District, do not and will not conflict with or constitute on the part of the District a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the District, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

(G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the District of, and performance by the District of its obligations under, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the District) threatened against the District or (to the best knowledge of the District, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(I) Any certificate signed by any official or other representative of the District and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the District to the Underwriter as to the statements therein made.

(J) The issuance of the Notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

b.3.16

7. The County represents and warrants to the Underwriter that:

(A) The County is validly existing under the laws of the State of California, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.

(B) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the County has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the County of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the County; and (iv) the County has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

(C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor and are not payable from County moneys.

(D) The County agrees that it will not issue any additional notes for the District secured by the revenues pledged to pay the Notes without the consent of the Underwriter.

(E) There are no present conditions or determinations of which the County is aware that will prevent the receipt of and application by the County or the District of the revenues pledged to pay the Notes.

(F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the County, do not and will not conflict with or constitute on the part of the County a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the County, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.

(G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the County of, and performance by the County of its obligations with respect to, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any

6.3.11

legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the County) threatened against the County or (to the best knowledge of the County, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(I) Any certificate signed by any official or other representative of the County and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the County to the Underwriter as to the statements therein made.

(J) The issuance of the notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

8. The Underwriter has entered into this Contract of Purchase in reliance upon the representations and warranties of the District contained herein, the Resolution, and the performance by the District of its obligations hereunder, as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Contract of Purchase are and shall be subject to the following further conditions as of the Closing:

(A) The representations and warranties of the County contained herein shall not be materially inaccurate at the date hereof and at and as of the Closing as if made as of the Closing and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall not be materially inaccurate at the Closing; and the County shall be in compliance with each of the agreements made by it in this Contract of Purchase (unless such agreements are waived by the Underwriter).

(B) At the time of the Closing this Contract of Purchase shall be in full force and effect; the Resolution and this Contract of Purchase shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; all actions that, in the opinion of Sidley Austin Brown & Wood LLP, San Francisco, California ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the County shall perform or has performed all of its obligations required under or specified in the Resolution or this Contract of Purchase to be performed at or prior to the Closing.

(C) The provisions of law governing the payment of the revenues pledged to pay the Notes shall be in full force and effect and shall not have been amended in any

6.3.12

respect that would materially adversely affect the prospects that such revenues will be received in the amounts and by the respective dates indicated in the Resolution and the Official Statement.

(D) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside) (i) that has any of the effects described in Section 6(H), or (ii) that declares this Contract of Purchase to be invalid or unenforceable in whole or in material part.

(E) In recognition of the desire of the County and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on a public offering, the Underwriter shall have the right to cancel its obligations to acquire the Notes, by written notice from the Underwriter to the District, if between the date hereof and the Closing: (i) the Official Statement shall have been amended, modified or supplemented without the consent in writing of the Underwriter, unless such consent was unreasonably withheld or (ii) any event shall occur that, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; or (iii) the market for the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (a) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which legislation has been referred for consideration, or a decision rendered by a court of the United States or by the United States Tax Court, or a ruling order, official statement, or regulation (final, temporary or proposed) made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal taxation upon interest received on obligations of the general character of the Notes or that would have the effect of changing, directly or indirectly, the Federal income tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (b) any new outbreak of hostilities or other national or international calamity, crisis or default being such as would cause a major disruption in the municipal bond market, or (c) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or (d) a general banking moratorium declared by either Federal or State authorities having jurisdiction, or (e) any action, suit, proceeding or investigation described in Section 6(H) hereof or any decision described in Section 8(D) hereof.

6.3.13

(F) At or prior to the Closing, the Underwriter shall receive the following documents each dated the date of the Closing:

(1) Unqualified approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes.

(2) A certificate of the County, executed on its behalf by its Treasurer-Tax Collector, in a form acceptable to Bond Counsel.

(3) An opinion of County Counsel substantially in the form attached hereto as Exhibit B.

(4) An arbitrage and use of proceeds certificate, satisfactory in form and substance to Bond Counsel.

(5) Signature and No Litigation Certificates executed by applicable officers of the District.

(6) Evidence of any rating on the Notes.

(7) A copy of the Blanket Letter of Representations with DTC, duly executed by the applicable officer of the District.

(8) The Continuing Disclosure Certificate executed by the applicable officer of the District, as described in Section 13 hereof.

(9) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the accuracy, as of the time of Closing of the District's representations herein contained and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Contract of Purchase or if the Underwriter's obligations shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase shall terminate and neither the County nor the Underwriter shall have any further obligation hereunder, except that the obligations of the Underwriter and the District, to pay certain expenses as provided in Section 10 herein shall continue in full force and effect.

9. The performance by the County of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County and the Underwriter of opinions and certificates required to be delivered at the Closing.

10. (a) Whether or not the Notes are issued as contemplated by this Contract of Purchase, neither the County nor the Underwriter shall be under any obligation to pay and the District shall pay, all expenses incident to the performance of the District's obligations, including but not limited to (i) the fees and disbursements of the accountants, financial advisers and any

6.3.14

other experts, consultants or advisers to the District and retained on such basis by the District; (ii) the fees of the Paying Agent (as defined in the Resolution) and of any rating agencies rating the Notes; (iii) the cost of preparation and reproduction of the Preliminary Official Statement, the final Official Statement, any amendment or supplement to the Preliminary Official Statement or the final Official Statement, and the cost of printing the Notes; (iv) the fees and disbursements of Bond Counsel; and (v) any other expenses and costs of the County and the District incident to the performance of their obligations in connection with the authorization, issuance and sale of the Notes to the Underwriter.

(b) The Underwriter shall pay (i) the fees of the California Debt and Investment Advisory Commission; and (ii) other expenses incurred by it in connection with the offering and distribution of the Notes.

11. Any notice or other communication to be given to the County under this Contract of Purchase may be given by delivering the same in writing to the County Treasurer-Tax Collector, or to such other person as they may designate in writing, and any notice or other communication to be given to the Underwriter under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to [Underwriter], [Underwriter Address].

12. This Contract of Purchase when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the County and the Underwriter and is made solely for the benefit of the County and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

13. The District will undertake, pursuant to a Continuing Disclosure Certificate, substantially in the form reviewed by the Underwriter as of the date hereof, to provide notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement. Unless the District is otherwise notified in writing by the Underwriter on or prior to the Closing, the "end of the underwriting period" for the Notes for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934, is the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the District in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12 for the Notes.

14. This Contract of Purchase shall be construed and enforceable in accordance with the laws of the State of California.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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15. This Contract of Purchase may be executed simultaneously in several counterparts each of which shall be an original and all of which constitute but one and the same instrument.

Very truly yours,

[UNDERWRITER]

By: _____
Authorized Representative

Accepted:

By: _____
Treasurer-Tax Collector
County of Placer

Acknowledged:

By: _____
Assistant Superintendent,
Business Services
Western Placer Unified School District

6.3.16

EXHIBIT A

Interest rate _____%

Price \$ _____

6.3.17

EXHIBIT B

(Letterhead of County Counsel)

_____, 2004

Western Placer Unified School District
1400 First Street
Lincoln, California 95648

[Underwriter]
[Underwriter Address]

Ladies and Gentlemen:

Reference is made to a Contract of Purchase dated _____, 2004 (the "Contract of Purchase"), between the County of Placer, California (the "County") and the underwriter named therein for the \$_____ 2004 Tax and Revenue Anticipation Notes (the "Notes") of Western Placer Unified School District, in connection with which you have requested my opinion as to the matters set forth below. All terms used herein have the definitions set forth in the Contract of Purchase.

As legal counsel to the County, I have reviewed the Resolution adopted on _____, 2004, entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF WESTERN PLACER UNIFIED SCHOOL DISTRICT, COUNTY OF PLACER, STATE OF CALIFORNIA, 2004 TAX AND REVENUE ANTICIPATION NOTES". I have also examined such portions of the Constitution of the United States of America, the Constitution and the Statutes of the State of California (the "State") and such applicable court decisions as I deemed necessary or relevant for purposes of the opinions set forth below, and made such further inquiries and investigations as I deemed necessary or appropriate for purposes of such opinion. Based on the foregoing, I advise you that in my opinion:

1. The County is a political subdivision duly organized and validly existing under the laws of the State of California.
2. The Resolution was duly adopted at a meeting of the governing body of the County, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.
3. There is no litigation against the County of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Contract of Purchase, the Notes

6-3-18

or any of the proceedings taken with respect to the issuance and sale of the Notes, the application of moneys to the payment of the Notes or in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes, the existence or boundaries of the County or the title of officials of the County who have acted with respect to the proceedings for the issuance and sale of the Notes to their respective offices, and no authority or proceedings for the issuance and sale of the Notes have been repealed, revoked or rescinded.

4. The issuance of the Notes and the execution, delivery and performance of the Contract of Purchase do not and will not conflict with or constitute on the part of the County a breach of, or a default under any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which either of them is bound.

Very truly yours,

By: _____
County Counsel

6-3-19

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Western Placer Unified School District (the "District") in connection with the issuance of \$_____ 2004 Tax and Revenue Anticipation Notes (the "Notes"). The Notes are being issued pursuant to a Resolution of the District dated _____, 2004 and a Resolution of the County of Placer dated _____, 2004 (collectively, the "Resolution"). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Dissemination Agent" shall mean the District or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"Holders" shall mean, while the Notes are registered in the name of The Depository Trust Company, any applicable participant in its depository system, or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission can be found at the following internet address: <http://www.sec.gov/info/municipal/nrmsir.htm>.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

SECTION 3. Reporting of Significant Events.

(a) This Section 3 shall govern the giving of notices of the occurrence of any of the following events:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions or events affecting the tax-exempt status of the security.
7. Modifications to rights of security holders.
8. Bond calls.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the securities.
11. Rating changes.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material, the District shall promptly file a notice of such occurrence with the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Resolution.

SECTION 4. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes. If termination occurs prior to the maturity of the Notes, the District shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 5. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure

Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

SECTION 6. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, only if:

(A) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the District, or type of business conducted;

(B) this Disclosure Certificate, as amended, would have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(C) the amendment does not materially impair the interests of Holders, as determined by parties unaffiliated with the District (such as, but without limitation, the District's bond counsel).

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

6.3.22

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Notes, and shall create no rights in any other person or entity.

Date: _____, 2004

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Jay M. Stewart
Assistant Superintendent, Business Services

6.3.23

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

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

AGENDA ITEM:

Approve Resolution 04/05.07 to Authorize the
Purchase of Four (4) 84 Passenger Thomas
Saf-T-Liner HDX School Busses from California
Bus Sales for the Price of \$102,425.00 Each.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

August 17, 2004

BACKGROUND:

The four school busses are required to address the increase in student ridership, expanded bus routes, and the increase in extra and co-curricular activities due to the opening of new schools. This purchase will also serve to modernize the fleet which still utilizes two busses from the 1970's on a regular basis.

The busses will be financed over a period of five years and the payments will be made from the Mello-Roos Fund. This transaction will have no effect on the District's General Fund.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 04/05.07 to authorize the purchase of four (4) 84-passenger Thomas Saf-T-Liner HDX school busses from California Bus Sales for the price of \$102,425.00 each.

6.4

RESOLUTION 04/05.07

WHEREAS, the Board of Trustees of the Western Placer Unified School District of Placer County, State of California, has determined the District's transportation needs; and

WHEREAS, the District is in need of Four (4), 84 passenger school busses; and

WHEREAS, it is in the best interest of the District to obtain such school busses through a cooperative purchase with Southwest Transportation Agency's bid as awarded on August 12, 2003, for the sum of One Hundred Twenty Four Thousand Four Hundred and Fifty Six Dollars (\$124,456.00) each, plus sales tax;

WHEREAS, Four (4) 2005 model, 84 passenger Thomas Saf-T-Liner HDZ school busses are available from California Bus Sales; and

WHEREAS, modifications to the specifications of Southwest Transportation Agency's are deemed desirable and are requested by the District's transportation director to bring the purchase price to a total of One Hundred Two Thousand Four Hundred and Twenty Five Dollars (\$102,425.00) each plus sales tax;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Western Placer Unified School District hereby authorize the purchase of Four (4) 2005 model, 84 passenger Thomas Saf-T-Liner HDX school busses for total cost of Four Hundred Nine Thousand and Seven Hundred Dollars (\$409,700.00) plus sales tax.

PASSED AND ADOPTED this 17th day of August, 2004, by the following roll called vote:

AYES: ____ **NOES:** ____ **ABSENT:** ____

BY: _____
President, Board of Trustees

ATTEST:

Clerk

6.4.1

SOUTHWEST TRANSPORTATION AGENCY BID PRICE	\$124,456.00
ROOF MOUNTED STROBE LIGHT	265.00
FOG LIGHT PERLUX	425.00
277 WHEEL BASE INCREASE	2,409.00
CRUISE CONTROL	35.00
125' THRU LUGGAGE	2,205.00
2004 EPA ENGINE PRICE INCREASE	2,500.00
OLD STYLE MIRRORS	1,800.00
CAT C7 275HP DIESEL ENGINE	(26,883.00)
DELETE LIFT, LIFT DOOR, AND ONE STATION	(4,116.00)
FACTORY INCENTIVE	(671.00)
 TOTAL (NOT INCLUDING SALES TAX)	 \$102,425.00

6.4.2

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 <input type="checkbox"/> Complies with Site Plan (LIP) <input type="checkbox"/> Complies with Governance & Management Document <input type="checkbox"/>
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals <input type="checkbox"/> Complies with District Mission Statement <input type="checkbox"/>
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 <input type="checkbox"/> Personnel Sign-Off by B. Noyes <input type="checkbox"/>
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 <input checked="" type="checkbox"/> SBLT Involvement <input type="checkbox"/>

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Lincoln High School Math
Adoption (Algebra 2)

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman,
Assistant Superintendent

ENCLOSURES:

Yes

MEETING DATE:

August 17, 2004

BACKGROUND:

The Board is requested to adopt Glencoe Mathematics Algebra 2 for use at Lincoln High School. This text is a California edition and aligned to our standards.

SUPERINTENDENT'S RECOMMENDATION:

Adopt Glencoe Mathematics Algebra 2.

6.5

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
 2004-05 Management Team
 Goals and Objectives

AGENDA ITEM AREA:
 Discussion/Action

REQUESTED BY:
 Roger R. Yohe
 Superintendent

ENCLOSURES:
 Yes

MEETING DATE:
 August 17, 2004

BACKGROUND:

A copy of the 2004-05 Management Team Goals and Objectives was given to the Board of Trustees for final adoption.

SUPERINTENDENT'S RECOMMENDATION:

The Administration recommends the Board of Trustees approve 2004-05 Management Team Goals & Objectives.

6.6



**Western Placer Unified
School District**



**2004-2005
Goals &
Objectives for the
Management Team**

**Board of Trustee Review
*August 3, 2004***

**Administrative Review
*August 11, 2004***

**Final Adoption
*August 17, 2004***

b.b.l

**Western Placer Unified School District
2004 - 2005
GOALS AND OBJECTIVES
FOR THE
MANAGEMENT TEAM**

Initial Draft, August 3, 2004
Administrative Review, August 11, 2004
Final Adoption, August 17, 2004

COMPONENT I: Quality Student Performance

Objective A: Offer educational programs for student academic success and assist sites in meeting Annual Yearly Progress goals.

BACKGROUND:

The District has annually focused on assisting all sites and all students in improving their annual test performance.

Goal #1 Assist sites in attaining goal of preparing their students for the STAR and other standardized tests.

Objective B: Conduct Coordinated Compliance Reviews District wide.

BACKGROUND:

The District office and sites will be subject to review and visitations by a state review team during the 2004-05 school term. All district sites will conduct and complete a self-review this year.

Goal #2 Attend in-service, train staff, conduct-review and successfully meet the requirements of the CCR.

COMPONENT II: Curriculum Themes

Objective C: Health Curriculum and Textbook Adoption

BACKGROUND:

A selection committee, under the direction of the Assistant Superintendent of Educational Services, will analyze, review and recommend, a Health text and curriculum for adoption.

Goal #3 The district will review, evaluate and recommend for adoption a state approved Health text and curriculum for adoption during the 2004-05 school term, pending state funding.

COMPONENT III: Special Student Services

Objective D: Establish a full-day Pre-school Program for Special Education students within the district

BACKGROUND:

The number of special education pre-school students has reached critical mass where it appears economically feasible to offer services within the district rather than sending these special needs students to other locations.

Goal #4 The District will implement a local program for this special education sub-group.

Objective E: Explore options for establishing special classes and programs in partnerships within the county for emotionally disturbed students

BACKGROUND:

The number of emotionally disabled students in the district and throughout Placer County require an in depth analysis of this issue.

Goal #5 The District, in partnership with Placer County Office of Education, will attempt to identify and implement a cost efficient program for these special needs students.

COMPONENT IV: Staff and Community Relations

Objective F: Encourage positive interaction between the people that comprise Western Placer Unified School District – Students, Parents, Teachers, Staff, Administrators, Board Members and Community.

BACKGROUND:

Many external mandates are imposed on the Western Placer Unified School District. Standardized testing, API's, AYP's, No Child Left Behind, California High School Exit Exams, Peer Assistance and Review, and the Coordinated Compliance Reviews are some examples. Recognizing the magnitude of external input, there is a desire to sustain our school district as part of our community.

Goal #6 The District Board of Trustees will continue efforts to expand opportunities for students, parents, teachers, staff, administration and the community to interact with each other.

Objective G: Continue to remain engaged with our constituents by reaching out to our expanding and changing community.

BACKGROUND:

As one of the fastest growing cities in California, our community is ever changing. The District needs to keep abreast of these changes and make appropriate efforts to meet the community's needs as well as keeping the community informed.

Goal #7 Continue to remain active with the community through the Lincoln Chamber of Commerce, Lincoln and Sheridan Municipal Advisory Councils, Lincoln Volunteer Center and other Community Organizations.

COMPONENT V: Facilities/Administration/Budget

Objective H: Monitor and support the opening and operations of Twelve Bridges Elementary School

BACKGROUND:

Twelve Bridges Elementary School is schedule to open on August 18, 2004.

Goal #8 The District will support and assist the Administration, staff and faculty during their first year of operation at 2450 Eastridge Drive.

Objective I: Construct a new K-5 Elementary School in the Foskett Ranch Community of Lincoln.

BACKGROUND:

The School district master plan calls for the construction of five (5) K-5 elementary schools; two (2) 6-8 middle schools and possibly, two (2) high schools over the next seven to ten years.

Goal #9 Construct, equip and staff the new K-5 elementary school at Foskett Ranch for an August 2005 opening.

Objective J: Plan, design, and construct future facilities to include: Lincoln Athletic complex, Central Kitchen, Twelve Bridges High School, Foskett Ranch Elementary School, Twelve Bridges Middle School, Lincoln Crossings Elementary School, District Office and Lincoln Community Library.

BACKGROUND:

Efforts with the City and Sierra Community College and the growth of the District require the development of these venues and projects.

Goal #10 To continue to work with NTD/Edge in the development of multiple projects.

Objective K: Implement a fiscally sound and conservative budget approach to district financial Operations during the 2004-05 school term.

BACKGROUND:

The District has just rebounded from its first Qualified Budget rating. The District must continue to monitor its expenditures carefully throughout the year.

Goal #11 To continue to monitor and control district expenditures and to capitalize on all potential revenue sources during the 2004-05 school term.

6.6.6