WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, FOURTH FLOOR,
LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.06356

MEMBERS OF THE GOVERNING BOARD

Paul Carras - President
Brian Haley - Vice President
Ana Stevenson - Clerk,
James McLeod - Member
Paul Long - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent of Personnel Services
Mary Boyle, Assistant Superintendent of Educational Services
Terri Ryland, Interim Chief Business Official
Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services

STUDENT ENROLLMENT

School	06/01/08	08/19/08
Sheridan School (K-5)	79	
First Street School (K-5)	443	
Carlin C. Coppin Elementary (K-5)	402	
Creekside Oaks Elementary (K-5)	618	
Twelve Bridges Elementary (K-5)	656	
Foskett Ranch Elementary (K-5)	456	
Glen Edwards Middle (6-8)	690	
Twelve Bridges Middle School (6-8)	722	
Lincoln High School (9-12)	1,341	
Phoenix High School (10-12)	71	
Lincoln Crossing Elementary	566	
PCOE Home School	0	
TOTAL:	**6,044**	

Preschool/Head Start
First & J Street
Carlin Coppin -A.M. /20-P.M.
Sheridan

Adult Education

First-5 Program
Sheridan
First Street

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 12, 2008, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA

AGENDA

2008-2009 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.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

6:00 P.M. **CLOSED SESSION** – Lincoln High School – Office Conference Room

1. INTER-DISTRICT TRANSFER APPEALS
- a. Inter-district Request Appeal 08/09 1
- b. Inter-district Request Appeal 08/09 2

2. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 07-08 DD

3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

5. ADJOURN TO OPEN SESSION

7:00 P.M. **OPEN SESSION** – Lincoln High School Performing Arts Theater

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2.1 INTER-DISTRICT TRANSFER APPEALS
- a. Inter-district Request Appeal 08/09 1
- b. Inter-district Request Appeal 08/09 2

2.2 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 07-08 DD
Roll Call Vote:

2.3 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

2.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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 Approval of Minutes
Regular Meeting of June 3rd, June 17th and Special Meeting on June 24, 2008
3.2 Approval of Warrants.
3.3 Approve Classified Personnel Report.
3.4 Approve Certificated Personnel Report.
3.5 Approve Minimum days for Phoenix High School.
3.6 Approve Increase in Legal Services for the 2008-09 School Year.
3.7 Approve Contract for Medi-Cal Administrative Claims Preparation (MAA).
3.8 Annual Approval of District Prelist Signers.
3.9 Approval of the contract with the Placer County Office of Education Consultant Services for Fiscal Year 2008-2009.
3.10 Approve purchase of 2008 Thomas 80-Passenger School Bus.
3.11 Approve purchase of 2008 Collins Super Bantam 24-Passenger School Bus.

Roll Call Vote:

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 Lincoln High School, Student Advisory – Trisha Loya
5.2 Western Placer Teacher's Association – Mike Agrippino
5.3 Western Placer Classified Employee Association – Chris Hawley
5.4 Superintendent, Scott Leaman – *Report on IDA's*
5.5 Assistant Superintendent(s)
5.5.1 Mary Boyle – *(a) First Street School Status re Program Improvement, New Attendance Boundaries, and Expanded GATE Program*
(b) Summer Staff Development Program Update
(c) District Inservice Day
5.5.2 Terri Ryland – (a) *Report of Disclosure Requirements for Quarterly Reports of Investments.*
5.5.3 Bob Noyes
5.5.4 Cathy Allen

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/A) **Approval of Resolution No. 08/09.1, certifying approval to enter into an agreement with the California Department of Education to provide child care and development services and to authorize the designated personnel to sign contract documents for fiscal year 2008/09. – Ryland** *(08-09 G & O Component IV-V)*

•In order for the District to receive funding for 2008/09 for the State Preschool Program, the Board must certify approval to enter into this transaction with the California Department of Education and to authorize the designated personnel to sign contract documents for fiscal year 2008/09.

Roll Call:

6.2 (A) **Approval of Resolution 08/09.2 and documents related to refunding of Certificates of Participation – Ryland** *(08-09 G & O Component IV-V)*

•The District had five series of outstanding issuances of adjustable interest rate certificates of participation ("COPs") issued between 2003 and 2006. Annual debt service payments on these COPs were originally intended to be paid from a combination of CFD special tax proceeds and developer fees. On November 20, 2007, a presentation was given to the Board reviewing each of the outstanding COPs and their scheduled repayment structures, along with the availability and timing of the revenue sources. Potential debt restructuring options were presented to the Board for discussion and/or direction. In June of this year, the first 2008 Series A refunding COPs were issued, retiring the 2003 Series A and B. Tonight, the Board is requested to approve the resolution authorizing the sale of the 2008 Series B refunding COPs, to refund the 2004 Series COPs, and the form of the related financing documents.

Roll Call:

6.3 (D/A) **Resolution 08/09.3 Approving the WPUSD Community Facilities District No. 2 Tax Report Fiscal Year 2008-2009, and Levying and Apportioning the Special Tax as Provided Therein – Allen** *(08-09 G & O Component IV-V)*

•The Board of Trustees will take action to approve the FY 2008-09 special tax levy for developed parcels within the Western Placer Unified School District's Community Facilities District No. 2.

Roll Call:

6.4 (D/A) **Resolution 08/09.4 Approving the WPUSD Community Facilities District No. 1 Tax Report Fiscal Year 2008-2009, and Levying and Apportioning the Special Tax as Provided Therein – Allen** *(08-09 G & O Component IV-V)*

•The Board of Trustees will take action to approve the FY 2008-09 special tax levy for developed parcels within the Western Placer Unified School District's Community Facilities District No. 1.

Roll Call:

6.5 (I/D) **Zebra Housing - Leaman** *(08-09 G & O Component IV-V)*
•The City of Lincoln is requesting Board interest in continuing the Zebra Housing Project. The Board has discussed the project on numerous occasions. Specific financial information will be presented to the Board and made available to the public at the meeting.

6.6 (I/D/A) **Assistant Superintendent Contracts – Leaman** *(08-09 G & O Component IV-V)*
•Based on the successful evaluation of each employee, the superintendent is requesting a two-year contract term to June 30, 2010 for Cathy Allen, Bob Noyes, and Mary Boyle. This request establishes the contract term for each employee, but does not constitute a raise for any of the individuals.

6.7 (I/D) **Draft District Goals – Leaman** *08-09 G & O Component IV-V)*
•First draft goals are being presented to the Board at this time for input and discussion.

6.8 (I/D/A) **BP 6161.11 (Supplementary Materials AKA – Movie Policy) Leaman** *(08-09 G & O Component IV-V)*
•The Supplementary Material policy has been modified based on board request and input from teachers and administration.

7. 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
- Twelve Bridges High School
- Audio Visual Media Board Policy
- Gladding Parkway Carlin C. Coppin
- High School Farm/Ag Conservatory

7.2 BOARD MEMBER REPORTS/COMMENTS

8. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  - **August 19, 2008**, 7:00 P.M. Regular Board Meeting, Lincoln High School Theater
  - **August 25, 2008**, 9:00 A.M. Special Board Meeting, District Office, Zebra Room

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: 080708
h:\wpfiles\board\agendas\081208

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: Lincoln High School – Office Conference Room
Date: August 12, 2008
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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Interdistrict Appeal

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board will disclose any action taken in closed session for student 08/09-1

RECOMMENDATION:

Disclose any action taken.

2.1a

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Interdistrict Appeal

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board will disclose any action taken in closed session for student 08/09-2

RECOMMENDATION:

Disclose any action taken.

2.1b.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Student Discipline/
Expulsion
Student #07-08 DD

AGENDA ITEM AREA:

Action

REQUESTED BY:

ENCLOSURES:

DEPARTMENT:

John Wyatt
District Hearing Officer

FINANCIAL INPUT/SOURCE:

MEETING DATE:

August 5, 2008

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #07-08 DD

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Public Employee Discipline/
Dismissal/Release

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Grant

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:

BACKGROUND:

Board of Trustees will disclose any action taken in closed session in regard to Public Employee Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Public Employee Discipline/Dismissal/Release.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:
Anticipated Litigation

AGENDA ITEM AREA:
Closed Session Disclosure

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:

REQUESTED BY:
Administration

FINANCIAL INPUT/SOURCE:

MEETING DATE:
August 12, 2008

ROLL CALL VOTE REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Anticipated Litigation.

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Anticipated Litigation.

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:
Regular Meetings June 3, & 17, 2008
Special Board Meeting June 24, 2008

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will consider adoption of the minutes of the June 3 & 17, 2008 Regular Board Meeting, and Special Board Meeting on June 24, 2008.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve minutes.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
June 3, 2008 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA

MINUTES

2007-2008 Goals & Objectives (G & 0) 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.

6:15 P.M. CLOSED SESSION – High School Office Conference Room

1. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   Student Discipline/Expulsion Pursuant To E.C. 48918
   Student Expulsion #07/08 P

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Superintendent

3. **ADJOURN TO OPEN SESSION**

7:00 P.M. OPEN SESSION – Lincoln High Performing Arts Theater

Members Present

Paul Carras, President
Brian Haley, Vice President
Ana Stevenson, Clerk
Paul Long, Member
James McLeod, Member

Others Present

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent of Personnel
Terri Ryland, Interim Assistant Superintendent of Business
Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services
Rosemary Knutson, Secretary to the Superintendent
Student – Joanna Loya, Lincoln High Student Advisor
Press - Cheri March, Lincoln News Messenger

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

2. **DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY**
   2.1 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   Student Discipline/Expulsion Pursuant To E.C. 48918 S
   Student Expulsion #07/08 P

3.1.1

No action was taken.

2.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent

No action was taken.

3. SPECIAL ORDER OF BUSINESS
Recognition of the Idesign Students from Lincoln High School.

As a request from Mr. Long, Mr. Leaman and Mr. Long discussed the iDesign program at Lincoln High School and all the work put into the program to get it up and running. Mr. Leaman introduced Scott Seacrist, the iDesign teacher to discuss what was done for the program. He reported a room was built, new equipment was brought in, and a lot of wiring was installed. He originally planned on teaching 10 students on a pilot program, but ended up with 12. He reported there is also a blog launched on the program. Mahalia Amor, Aubree Baker, Jonathan Barragan, Lori Carpenter, Paige Fulmer, Jamie McDowell, Joel McReynolds, Sanuel Meijer, Joshua Stuckey, Danny Vineyard, and Alexander Wegener were awarded a certificate of recognition, on behalf of the Board of Trustees and a class photo from Sierra College staff.

4. CONSENT AGENDA

4.1 Approval of Minutes
Regular Meeting of May 6, and May 20, 2008.
4.2 Approval of Warrants.
4.3 Approve Classified Personnel Report.
4.4 Approve Certificated Personnel Report.
4.5 Student Discipline/Stipulated Expulsion Student #07-08 T.
4.6 Student Discipline/Stipulated Expulsion Student #07-08 W.
4.7 Adoption of Resolution 07/08.22 Establishing a Reduction of Classified Position Hours.

Motion by Mrs. Stevenson, seconded by Mr. McLeod, and passed by unanimous roll call vote to approve the consent agenda as listed.

5. COMMUNICATION FROM THE PUBLIC

Christina Breiner – Recreation Supervisor for the City of Lincoln discussed the partnership with Twelve Bridges Library in creating a program called "Target on Reading." In July 2007 the Recreation Department received $2,000 in grant funding from Target, and created a program with reading and recreation. This program was presented at two elementary schools, Creekside Oaks and First Street School targeting K-2nd grade students. The students read a book then participated in an arts and crafts project referring to the story. This was done at the Library, and each student was given a book to keep. Over 500 books were given out. There will be a final program done during the summer recreation day

camp. Christina is hoping to receive funding again next year to offer the program to other school sites.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Drew Loya attended the meeting in place of her sister Joanna, she reported the following. The Yearbook is on sale and the Theme is "100 years". LHS held play day last Friday and there was a Volleyball game between staff and students. This week is finals until Thursday. Friday there will be a senior slide show in the morning and there are 270 students graduating Friday evening.

6.2 Western Placer Teacher's Association – Mike Agrippino had no report.

6.3 Western Placer Classified Employee Association – Chris Hawley had no report.

6.4 Superintendent, Scott Leaman reported on the following:

- Graduations will be happening this week.
- District office will be open during the summer, open Monday thru Friday, regular hours.
- Reschedule the collaborate meeting.
- There will be a Special meeting on June 24th to approve the budget.
- The 2008-2009 School year calendar is available on the website.
- Reported on the retirement gathering held on May 27th.
- Really appreciating the joint effort of CSEA, WPTA, and the District Office staff for putting the event together.
- The district is currently working the bond process and will spend the next three weeks on closing.

6.4.1 *Response to Public Comment if any:*

6.5 Assistant Superintendent(s)

6.5.1 Mary Boyle

(a) GATE Programs Update- Mary presented a power point presentation discussing the GATE program. She discussed the honors classes at LHS, as well as AP classes. Western Placer Enrichment Programs (WPEP) will be offered as well. The district his hoping to expand the elementary gate program at FSS.

Odyssey of the Mind – Susan Taxara and Jamie Mandel presented a power point presentation on Odyssey of the Mind. This is an international program. There are also commitments from Twelve Bridges Middle School and First Street School to participate next year.

(b) Compassionate Friends - Beth Oliver, from Compassionate Friends – Linda Menge from Glen Edwards nominated WPUSD for being a compassionate workplace. The compassionate friends is a National Organization, Beth presented Mr. Carras with a plaque. Scott felt that the award be displayed at GEMS.

6.5.2 Terri Ryland had no report.

6.5.3 Bob Noyes reported on the new teacher routing process which will be finishing tomorrow afternoon. This is called the Fast Process. Will talk about the process that will be used to bring back staff that was cut. Classified will also be looking at a reduction in force. He reported there will be interviews next week for the Principal position at Carlin Coppin. There were fifty applications received, and fourteen will be interviewed.

6.5.4 Cathy Allen had no report.

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

7.1 (D) PRELIMINARY BUDGET – Ryland *(07-08 G & O Component IV-V)*

•Each year, a district budget is required to be adopted prior to June 30. The board has received budget assumptions, enrollment projections, and has taken action on budget reductions. The Board will hold a public meeting on June 24, followed by adoption of the District's 2008-09 Annual Budget. At tonight's meeting, a preliminary summary of the upcoming budget document will be reviewed and discussed.

Terri Ryland reviewed the preliminary budget projections as of June 3, 2008. She reviewed the following:

- Enrollment Projections – Looking at an increase of 140 in ADA.
- Multi-Year Budget Assumptions – State revenue 6 ½%, does not reflect May revise.
- Revenue Projections – Most of these go down, this is part of the restricted programs, 2nd to the biggest from the SELPA, we receive 2/3 increase in funding. Looking at bill back to go down. Footnotes are included.
- Staffing Assumptions – School Services is saying go with May revise. Rolling a smaller ADA number, Changes will bring zero COLA, we need to know our summer hit. June 24th with look nothing like what we will be looking at in August.
- Potential Changes, Depending on Adopted State Budget

Scott talked about some modifications due to the classified contract. Terri will present a preliminary budget at the 17th board meeting. Mr. Leaman discussed the flexibility options from the Governor, but feels he does not recommend that we do any of these two items. He discussed a process on reinstating cuts back, possibly having one person representing each group to look at options. This will be discussed at the next meeting. This was an information item only.

3.1.4

7.2 (D/A) **ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS - Noyes** *(07-08 G & O Component IV)*

•Each year the District must declare that there are an insufficient number of certificated persons who meet the District's employment criteria for the positions listed on the attached form. The declaration shall remain in force until June 30, 2009.

This item has been brought before the board every year as a requirement. Motion by Mr. Haley, seconded by Mr. Long, and passed by unanimous vote to adopt declaration of need for fully qualified educators.

7.3 (I/A) **ADOPT RESOLUTION NO 07/08.21 DECLARING AN ELECTION BE HELD IN ITS JURISDICTION REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE – Leaman** *(07-08 G & O Component IV-V)*

•The Board of Trustees will take action to approve Resolution 07/08.21 declaring an election to be held in its jurisdiction requesting the Board of Supervisors to consolidate this election with any other election conducted on said date, and requesting election services by the County Clerk.

Scott discussed this resolution is needed for the up and coming election. Motion by Mr. Long, seconded by Mr. Haley, and passed by a unanimous roll call vote.

7.4 (D/A) **APPROVAL OF CHANGE ORDER NO. 5R FOR LINCOLN CROSSING ELEMENTARY SCHOOL – Allen** *(07-08 G & O Component IV-V)*

• Change Order No. 5 was approved by the Board at its April 1, 2008 board meeting. The front page contained a mathematically error which has been corrected via Change Order No. 5R. The new contract total is $23,817,155.45. Change Order No. 5 contains items that belong specifically to the City of Lincoln. The listing and cost of each item remains the same; the totals on the front page of the Change Order have been changed to reflect the new contract total.

Motion by Mr. McLeod, seconded by Mrs. Stevenson, and passed by unanimous roll call vote to approve change order.

7.5 (D/A) **APPROVAL OF CHANGE ORDER NO. 6 FOR LINCOLN CROSSING ELEMENTARY SCHOOL – Allen** *(07-08 G & O Component IV-V)*

• Change Order No. 6 represents a $182,349.00 credit to the District for the balance of unused contingencies and/or allowances, including our 50% of the Owner/Contractor Contingency per our contract with Clark & Sullivan. The attached spreadsheet shows the breakdown of each contingency area with totals used. The final contract amount will be $23,634,806.45 of which $2,645,142 is the City of Lincoln's obligation. Hard construction costs per square foot (not including anything associated with the City of Lincoln) are approximately $366.70/square foot.

Motion by Mr. Long, seconded by Mrs. Stevenson, and passed by unanimous vote to approve the change order.

8. BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Audio Visual Media Board Policy
- Gladding Parkway Carlin C. Coppin
- High School Farm/Ag Conservatory

8.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no report
Mr. Long reported on a banquet he attended, there was a great speaker who spoke on "Women's History Week" and felt it would be great to have her come and lecture classrooms, and maybe looking into purchasing her books for our library. He gave the information to Mary to look into.
Mrs. Stevenson shared she is looking forward to graduation.
Mr. McLeod reported he would be attending Lincoln High and Glen Edwards School graduations.
Mr. Carras reported on his attendance to the FFA dinner, and didn't realize how big FFA is in Lincoln.

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- June 17, 2008, at 7:00 p.m.
  Lincoln High School Performing Arts Theater
- June 24, 2008, at 6:00 p.m.
  Lincoln High School Performing Arts Theater

3.1.6

Paul Carras, Board President

Ana Stevenson, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary
Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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3.1.7

WESTERN PLACER UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF TRUSTEES
June 24, 2008
6:00 P.M.
Lincoln High School Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

2007-2008 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

6:00 P.M. OPEN SESSION – Lincoln High School Performing Arts Theater

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Members Present

Brian Haley, Vice President
Ana Stevenson, Clerk
Paul Long, Member

Members Absent

Paul Carras, President
James McLeod, Member

Others Present

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent of Personnel
Terri Ryland, Interim Assistant Superintendent of Business
Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services
Student – Joanna Loya, Lincoln High Student Advisor
Press - Liz Keller, Lincoln News Messenger

2. CONSENT AGENDA

2.1 Approve Consolidated Application Part 1
2.2 Approve revised Adoption of Resolution 07/08.23 Establishing a Reduction of Classified Position Hours.
2.3 Approve Resolution 07/08.24 Authorizing the 2008-09 Western Placer Unified School District's Community Facility District No. 1 Special Tax Rate
2.4 Approve Resolution 07/08.25 Authorizing the 2008-09 Western Placer Unified School District's Community Facility District No. 2 Special Tax Rate

3.1.8

Motion by Motion by Mr. Long, seconded by Mrs. Stevenson, and passed by a unanimous roll call vote to approve consent agenda as presented.

3. COMMUNICATION FROM THE PUBLIC

There was no public comment.

4. PUBLIC HEARING

Adoption of the 2008-09 Budget

This public hearing provides the community the opportunity to ask questions and provide comments' regarding the adoption of the District's 2008-09 budgets.

The public hearing was opened by Mr. Haley, and closed with no questions or comments from the public.

5. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

5.1 (D/A) ADOPTED BUDGET 2008-09 - Ryland *(06-07 G & O Component IV-V)*

•Each year, a district budget is required to be adopted prior to June 30. The Board has received budget assumptions, enrollment projections, and has taken action on budget reductions. The Board will hold a public meeting tonight, followed by adoption of the District's 2008-09 Annual Budget.

Mr. Haley confirmed that there had been no changes made since the last presentation to the board. There was a motion by Mr. Haley, seconded by Mr. Long, and passed by unanimous vote to adopt the 2008-09 Budget.

6. ADJOURN TO CLOSED SESSION – Lincoln High School --Conference Room

6.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE

ADJOURN TO OPEN SESSION – Lincoln High Performing Arts Center

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

7.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Motion by Mr. Long, seconded by Mrs. Stevenson, and passed by unanimous vote to "Authorize charges to proceed on a classified employee".

8. ADJOURNMENT

There being no further business the meeting was adjourned at 6:54 p.m.

3.19

Paul Carras, Board President

Ana Stevenson, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary
Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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3.1.10

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
June 17, 2008 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

2007-2008 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

6:00 P.M. CLOSED SESSION – Lincoln High School – Conference Room

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 Y.

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 Z.

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 AA.

d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 BB.

e. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 CC.

2. ADJOURN TO OPEN SESSION

Members Present

Paul Carras, President
Brian Haley, Vice President
Ana Stevenson, Clerk
Paul Long, Member
James McLeod, Member

Others Present

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent of Personnel
Terri Ryland, Interim Assistant Superintendent of Business
Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services
Rosemary Knutson, Secretary to the Superintendent
Student – Joanna Loya, Lincoln High Student Advisor
Press - Cheri March, Lincoln News Messenger

3.1.11

7:00 P.M. OPEN SESSION – Lincoln High School Performing Arts Theater

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 Y.

Motion by Mrs. Stevenson, seconded by Mr. McLeod, and passed by unanimous roll call vote to accept the hearing panel's recommendation for expulsion.

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 Z.

Motion by Mrs. Stevenson, seconded by Mr. Long, and passed by unanimous roll call vote to accept the hearing panel's recommendation for expulsion.

c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 AA.

Motion by Mrs. Stevenson, seconded by Mr. Haley, and passed by unanimous roll call vote to accept the hearing panel's recommendation for expulsion.

d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 BB.

Motion by Mrs. Stevenson, seconded by Mr. McLeod, and passed by unanimous roll call vote to approve the hearing panel's recommendation for expulsion.

e. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 CC.

Motion by Mrs. Stevenson, seconded by Mr. Long, and passed by unanimous roll call vote to approve the hearing panel's recommendation for expulsion.

3. CONSENT AGENDA

3.1 Approve Certificated Personnel Report.
3.2 Approve Classified Personnel Report.
3.3 Approve to enter into contract for Exchange Server Project with J4 System.
3.4 Approval of the Williams Uniform Quarterly Complaint Form.

3.1.12

3.5 Adoption of Resolution 07/08.23 Establishing a Reduction of Classified Position Hours.
3.6 Adoption of Resolution 07/08.26 Establishing a Reduction of Classified Position Hours.
3.7 Approve $7,000.00 donation to Carlin C. Coppin to purchase two computers and books for the Library.
3.8 Student Discipline/Expulsion Pursuant To E.C. 48918 Student Stipulated Expulsion #07/08 EE.

Motion by Mr. Haley, seconded by Mrs. Stevenson, and passed by unanimous roll call vote to approve the consent agenda with an amendment to 3.5.2 to increase the layoff time for Carol Kastner, from 2 hours to 4 hours.

4. COMMUNICATION FROM THE PUBLIC

Tim Unruh spoke on behalf of the Sheridan School. He shared there has been no communication from where the school is at with the removal of the Principal and feels this is a concern to the community. He shared his concern of not having Mr. Knutson at the school, and concerns of not having a full time principal. He feels someone needs to be there in case of an emergency. He also feels the need of a fulltime custodian for the school. There is still time to consider maintaining the principal.

Andrea Stephenson thanked Linda Pezanoski for "Clap your hands" and reviewed the events that will be taking place at the libraries during the summer.

5. REPORTS & COMMUNICATION

5.1 Lincoln High School, Student Advisory – Joanna Loya reported summer vacation is here. The new student representative is Trisha Loya her sister.
5.2 Western Placer Teacher's Association – Mike Agrippino had no report.
5.3 Western Placer Classified Employee Association – Chris Hawley talked on behalf of the employees that are getting cut from their jobs, and wants to make sure they get interviews for any new jobs and make sure they get put on a list for rehire.
5.4 Superintendent, Scott Leaman reported on the following:

- Will be meeting with classified employees who will be receiving layoff notices. They will meet on Friday at 10:00, for discussion, and signing ceremony.
- There will be a special board meeting on the 24th at 6:00 p.m., which will require close session after the board meeting.
- The district is making arrangements to have Life Touch come out and take pictures of the board members sometime in August.
- Completed Principals evaluation.
- Attended all the graduations, and reported they were well attended.
- Feel the district will be able to serve special education needs.
- Still looking at reinstating some of the jobs that were cut.
- Looking at custodian staff.

- Reviewing options for Sheridan School, looking at piece together administration back at Sheridan.
- Possible changes in the libraries.

Mr. Leaman presented Joanna Loya with a plaque for her service as student representative to the board of trustees.

5.5 Assistant Superintendent(s)

5.5.1 Mary Boyle was not present.

5.5.2 Terri Ryland had no report.

5.5.3 Bob Noyes reported on staffing. Teachers that were cut are now back, still looking at filling five new positions.

5.5.4 Cathy Allen had no report.

6. PUBLIC HEARING

6.1 INCREASE IN LEVEL I SCHOOL FACILITY FEES

This public hearing provides the Board of Trustees an opportunity to hear public comment regarding the increase in Level I school facility fees. The proposed fee increases are as follows:

	Current Fee Per Square Foot	**Increased Fee Per Square Foot**
Residential	$2.63	$2.97
Commercial	$0.42	$0.47

The public hearing was open at 8:00 p.m., there being no questions the public hearing was closed at 8:02 p.m.

6.2 ESTABLISH SCHOOL FEES IN ACCORDANCE WITH THE PROVISIONS OF SENATE BILL 50

This public hearing provides the Board of Trustees an opportunity to hear public comment regarding the establishment of Level II and Level III school facility fees. The proposed fee increases are as follows:

	Level II	**Level III**
Residential	$4.56	$9.12

The public hearing was open at 8:04 p.m., there being no questions the public hearing was closed at 8:06 p.m.

7 ♦ACTION ♦DISCUSSION ♦INFORMATION

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

7.1 (D) PROPOSED BUDGET 2008-09 – Ryland *(07-08 G & O Component IV-V)*

•Each year, a district budget is required to be adopted prior to June 30. The Board has received budget assumptions, enrollment projections, and has taken action on budget reductions. The Board will hold a public meeting on June 24, followed by adoption of the

3.1.14

District's 2008-09 Annual budget. At tonight's meeting, the proposed budget document will be presented and discussed.

Terri Ryland reviewed the preliminary budget for 2008-09 and touched on the following items:

- Budget Summary
- Budget Assumptions
  >Overall
  >Revenue
  >Staffing Ratios
- Board Adopted Budget Reductions
- Special Education
- Multi Year Projections
- Other Funds

There were questions and discussion on funding. No action was taken.

7.2 (A) **ADOPT RESOLUTION NO. 07/08.27 TO INCREASE LEVEL I SCHOOL FACILITY FEES – Allen** *(07-08 G & O Component IV-V)*

•This Resolution, based on authorization by the State Allocation Board, and the completion of a developer fee justification report, allows the District to increase its Level I developer fees as follows:

	Current Fee Per Square Foot	Increased Fee Per Square Foot
Residential	$2.63	$2.97
Commercial	$0.42	$0.47

Motion by Mr. McLeod, seconded by Mr. Haley, and passed by unanimous roll call vote to approve resolution no. 07/08.27 to increase Level I school facility fees.

7.3 (D/A) **ADOPT RESOLUTION NO. 07/08.28 TO INCREASE SCHOOL FACILITY FEES – Allen** *(07-08 G & O Component IV-V)*

• Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. The fee, based upon the criteria outlined in the School Facilities Needs Analysis and Justification Study, known as Level II fees, is $4.56 per square foot of residential development.

In the event that the State Allocation Board is no longer approving apportionments for new construction in accordance with Education Code section 17072.20 due to lack of funds, the Level II fees will be supplemented with an additional fee and the combined total is known as the Level III fee. The Level III fee, if implemented, will be $9.12 per square foot of residential development.

3.1.15

The Level II fee goes into effect immediately after adoption by the Board of Trustees.

Motion by Mrs. Stevenson, seconded by Mr. Long, and passed by unanimous roll call vote to approve resolution no. 07/08.28 to increase school facility fees.

7.4 (I) LINCOLN CROSSING CONSTRUCTION COSTS – Allen
(07-08 G & O Component IV-V)
•Staff will present an accounting all construction costs associated with the Lincoln Crossing Elementary Staff.

Cathy presented the board with a breakdown of the Lincoln Crossing construction cost breakdown which was requested during the last board meeting. The district is looking at a reimbursement $16,000 from the City for the park. This was an information item only.

8. BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Audio Visual Media Board Policy
- Gladding Parkway Carlin C. Coppin
- High School Farm/Ag Conservatory

8.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long had no report.
Mrs. Stevenson talked about the sale of the Nader Ranch to the Lewis group. She suggested to the Lewis group that they think about the issue of schools. She feels we will have issues on this particular project.
Mr. McLeod reported on the great time he had at the LHS and GEMS graduations.
Mr. Haley reported graduation was great at GEMS and the band sounded good, it was really a nice day.
Mr. Carras reported how quick the kids got through graduation. Also with the ROTC program being phased out of Lincoln High, the administration is currently working out a program that will allow LHS students to attend Whitney High for ROTC.

9. ESTABLISHMENT OF NEXT MEETING(S)

3.1.16

Paul Carras, Board President

Ana Stevenson, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary
Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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3.1.17

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Terri Ryland
Interim Director Of Business Service

ENCLOSURES:
Warrants may be found at
www.wpusd.k12.ca.us

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the June 3, 2008 board meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve warrants as submitted.

wp/rk/factform

Includes 07/18/2008 - 07/18/2008

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85001637	07/18/2008	Robert E. Woodward J	01-4300		413.09
85001638	07/18/2008	Carrie L. Carlson	49-4300		19.95
85001639	07/18/2008	CATA CONFERENCE	01-9500		934.00
85001640	07/18/2008	COMMON GOAL SYSTEM INC	01-4300		2,098.50
85001641	07/18/2008	COSTCO	01-9500		91.27
85001642	07/18/2008	EAGLE SOFTWARE	01-5200		250.00
85001643	07/18/2008	FARONICS	01-5600		198.00
85001644	07/18/2008	LINCOLN ACE HARDWARE	01-9500		44.82
85001645	07/18/2008	RAY MORGAN COMPANY	01-5800		215.18
85001646	07/18/2008	RISO PRODUCTS OF SAC INC	01-5600		425.00
85001647	07/18/2008	SCHOOL SPECIALTY INC	01-4300		468.54
85001648	07/18/2008	SIERRA HAY & FEED	01-4300		42.35
85001649	07/18/2008	THINK 4 INK	01-9500	69.44	
			Unpaid Sales Tax	4.69-	64.75
85001650	07/18/2008	WOODWIND & BRASSWIND	01-9500	343.20	
			Unpaid Sales Tax	23.20-	320.00
85001651	07/18/2008	Stacie L. Wyatt	01-5200		15.15
85001652	07/18/2008	Rhianon R. Zinzun	01-5200		15.15
85001653	07/18/2008	Lauren M. Quinn	01-5200		22.22
85001654	07/18/2008	Luz M. Balderas	01-9550		825.21
85001655	07/18/2008	AT&T	01-9500		
			21-9500		1,124.98
85001656	07/18/2008	AUBURN PLACER DISPOSAL SERVICE	01-9500		5,914.28
85001657	07/18/2008	AUBURN PLACER DISPOSAL APDS	01-9500		135.00
85001658	07/18/2008	BANC OF AMERICA SECURITIES LLC	49-9500		10,442.62
85001659	07/18/2008	CAPITOL PUBLIC FINANCE GROUP	21-9500		375.00
85001660	07/18/2008	CITY OF LINCOLN	01-9500		62,142.72
85001661	07/18/2008	FEDEX	01-5800		25.54
85001662	07/18/2008	LINCOLN ACE HARDWARE/MAINT	01-9500		1,009.39
85001663	07/18/2008	PACIFIC GAS & ELECTRIC CO	01-9500		67,406.59
85001664	07/18/2008	RAY MORGAN CO. EQUIPMENT PURCHASES	01-5600		180.72
85001665	07/18/2008	SAN JOAQUIN CO OFFICE OF EDUC	01-9500		375.00
85001666	07/18/2008	STAPLES CREDIT PLAN	01-9500		16,371.83
85001667	07/18/2008	STATE OF CALIFORNIA	01-9500		256.00
85001668	07/18/2008	CAPITOL PUBLIC FINANCE GROUP	21-9500		450.00
			Total	**32**	**172,672.85**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	28	161,377.65
21	Building Fund #1	3	860.52
49	Mello Roos Capital Projects	2	10,462.57
	Total	**32**	172,700.74
	Less Unpaid Sales Tax Liability		27.89-
	Net (Check Amount)		**172,672.85**

3.2.1

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Includes 07/11/2008 - 07/11/2008

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85000294	07/11/2008	Debra S. Morrison	01-5200		78.28
85000295	07/11/2008	Michael W. Trueblood	01-5200		492.00
85000296	07/11/2008	ADVANCED INTEGRATED PEST	01-9500		1,478.00
85000297	07/11/2008	AMERICAN MESSAGING	01-9500		41.97
85000298	07/11/2008	CIT TECHNOLOGY FIN SERV. INC.	01-9500		713.58
85000299	07/11/2008	DELTA EDUCATION INC	01-9500		7,884.54
85000300	07/11/2008	AIRGAS	01-9500		36.87
85000301	07/11/2008	ARDOR HEALTH SOLUTIONS	01-9500		2,760.00
85000302	07/11/2008	CHEVRON	01-9500		438.28
85000303	07/11/2008	CITY OF LINCOLN	01-9500		553.85
85000304	07/11/2008	EAGLE SOFTWARE	01-5800		17,765.00
85000305	07/11/2008	EDUCATIONAL RESOURCES	01-9500		37.91
85000306	07/11/2008	FILTERFRESH	01-9500		135.00
85000307	07/11/2008	FRONTLINE PLACEMENT	01-9500		145.35
85000308	07/11/2008	GUIDING HANDS SCHOOL INC.	01-9500		3,687.19
85000309	07/11/2008	HORIZON	01-9500		37.54
85000310	07/11/2008	LAW OFFICES OF DAVID W. GIRARD	01-9500		20,842.25
85000311	07/11/2008	MEDICAB OF SACRAMENTO/SIERRA	01-9500		2,830.80
85000312	07/11/2008	MISSION UNIFORM SERVICE INC	01-9500		3,210.24
85000313	07/11/2008	MOUNTAIN CLEAR WATER COMPANY	01-9500		160.25
85000314	07/11/2008	PACIFIC GAS & ELECTRIC CO	01-9500		1,160.08
85000315	07/11/2008	PERSONNEL CONCEPTS LIMITED	01-9500		757.07
85000316	07/11/2008	PJ'S MAIL & PARCEL SERVICE	01-9500		171.96
85000317	07/11/2008	RAY MORGAN COMPANY	01-9500		8,769.89
85000318	07/11/2008	Rocklin Unified School District	01-9500		4,399.00
85000319	07/11/2008	SAXON PUBLISHERS INC.	01-9500		52.61
85000320	07/11/2008	SCHOOL INNOVATIONS & ADVOCACY INC.	01-5800		17,800.00
85000321	07/11/2008	Schools Insurance Group	01-9500		296,893.00
85000322	07/11/2008	SIERRA OFFICE SUPPLIES &	01-9500		86.86
85000323	07/11/2008	SPURR	01-9500		3,043.89
85000324	07/11/2008	U.S. TIRE SALES & SERVICE	01-9500		875.69
85000325	07/11/2008	ZEP MANUFACTURING COMPANY	01-9500		198.17
85000326	07/11/2008	LAW OFFICES OF DAVID W. GIRARD	01-9500		3,449.75
85000327	07/11/2008	LAW OFFICES OF DAVID W. GIRARD	21-9500		1,884.00
85000328	07/11/2008	MISSION UNIFORM SERVICE INC	13-9500		117.28
85000329	07/11/2008	STATE BOARD OF EQUALIZATION	01-9500		
			01-9511		
			11-9511		
			13-9511		
			21-9511		22,243.04
85000330	07/11/2008	AIMSWEB	01-9500		495.00
85000331	07/11/2008	APPROVED SAFE & LOCK	01-9500		218.00
85000332	07/11/2008	BIG CERAMIC STORE. COM	01-9500	4,477.71	
			Unpaid Sales Tax	256.44-	4,221.27
85000333	07/11/2008	CENGAGE LEARNING	11-9500		3,130.67
85000334	07/11/2008	FRY'S ELECTRONICS	01-9500		268.08
85000335	07/11/2008	HOME DEPOT	01-9500		1,616.51
85000336	07/11/2008	OFFICE DEPOT	01-9500		39.36
85000337	07/11/2008	PLACER COUNTY WATER AGENCY	01-9500		428.35
85000338	07/11/2008	AIRGAS	01-9500		78.66
85000339	07/11/2008	OFFICE DEPOT	01-9500		321.74
85000340	07/11/2008	Placer COE	01-9500		28.60
85000341	07/11/2008	SCHOOL SPECIALTY INC	11-9500		116.11
85000342	07/11/2008	SOCIAL STUDIES SCHOOL SERVICE	01-9500		47.64
85000343	07/11/2008	WOODWIND & BRASSWIND	01-9500	2,938.63	2,739.99

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Includes 07/11/2008 - 07/11/2008						
Check Number	**Check Date**	**Pay to the Order of**	**Fund Object**	**Expensed Amount**	**Check Amount**
			Unpaid Sales Tax	198.64-	2,739.99
			Total	**50**	**438,981.17**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	46	432,406.35
11	Adult Education Fund	3	3,322.78
13	Cafeteria Fund	2	1,721.83
21	Building Fund #1	2	1,985.29
	Total	**50**	439,436.25
	Less Unpaid Sales Tax Liability		455.08-
	Net (Check Amount)		**438,981.17**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

WARRANT REGISTER FOR WARRANTS DATED 06/30/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80264284	005865	A-Z BUS SALES INC	22	00	568.29	80264285	012260	ABILITATIONS	22	00	440.04
80264286	012930	AIR PURE	22	00	6,969.60	80264287	012228	CATHY ALLEN	22	00	40.00
80264288	005801	APPROVED SAFE & LOCK	22	00	278.49	80264289	012902	AVID CENTER - SI REGISTRA	22	00	5,720.00
80264290	006867	B.Z. SERVICE STATION	22	00	405.00	80264291	000205	BUS WEST - FRESNO	22	00	111.23
80264292	011250	C & S TELECOMMUNICATIONS	22	00	533.20	80264293	009440	CDW GOVERNMENT INC	22	00	144.17
80264294	009919	DELL	22	00	1,446.36	80264295	012897	DEPARTMENT OF GENERAL SER	22	00	4,815.25
80264296	011507	ETS EDUCATIONAL TESTING S	22	00	2,884.20	80264297	012610	FAR WEST RENTS & READY MI	22	00	61.13
80264298	000391	FEDEX	22	00	531.04	80264299	013040	FOLLETT LIBRARY RESOURCES	22	00	1,422.73
80264300	006381	GOLD COUNTRY CLASSIFIED I	22	00	43.22	80264301	015040	GOLD RUSH AUTO PARTS	22	00	1,391.57
80264302	001689	GOSSETT ALARM INC	22	00	4,156.00	80264303	038620	GRAINGER	22	00	97.60
80264304	008281	HILLYARD / SACRAMENTO	22	00	11.26	80264305	012715	HORIZON	22	00	130.38
80264306	000396	HOUGHTON MIFFLIN COMPANY	22	00	857.75	80264307	007173	JCI - JOHNSON CONTROLS IN	22	00	2,793.12
80264308	010223	DEBORAH MCKINNON	22	00	30.30	80264309	002981	MORRISON LANDSCAPE	22	00	2,950.00
80264310	004683	OFFICE DEPOT	22	00	100.34	80264311	008185	OPTIONS PUBLISHING	22	00	1,275.55
80264312	026460	PACIFIC GAS & ELECTRIC CO	22	00	8,228.01	80264313	004760	PLACER COUNTY AIR POLLUTI	22	00	35.75
80264314	028020	PLACER COUNTY OFFICE OF E	22	00	5,337.50	80264315	003173	PRENTICE HALL	22	00	6,109.29
80264316	011579	QUALITY SOUND SYSTEMS	22	00	817.88	80264317	011741	LAUREN QUINN	22	00	63.63
80264318	010252	JOE ROSS	22	00	47.87	80264319	000122	SCHOOL SPECIALTY INC	22	00	434.19
80264320	011219	SPARK PROGRAM	22	00	118.57	80264321	011976	SUTTER OCCUPATIONAL HEALT	22	00	55.00
80264322	006447	TAG / AMS INC	22	00	50.00	80264323	003286	VALLEY TRUCK & TRACTOR	22	00	274.85
80264324	011883	FREEDOM FLOOR COVERING IN	22	00	7,134.00	80264325	011448	FEIST EDUCATION CONSULTIN	22	00	1,875.65
80264326	006381	GOLD COUNTRY CLASSIFIED I	22	00	179.24	80264327	012819	LPA INC.	22	00	19,351.04
80264328	031480	SIG EMPLOYEE BENEFITS TRU	22	00	469,167.30	80264329	010012	ACADEMIC AFFAIRS	22	00	140.00
80264330	011074	ALL METALS SUPPLY INC	22	00	179.91	80264331	004706	CELEBRATIONS	22	00	641.00
80264332	012825	CLASSROOM SCIENCE RESOURC	22	00	71.49	80264333	004023	CLASSROOMDIRECT	22	00	12.76
80264334	006315	CREEKSIDE OAKS PTC	22	00	5,621.40	80264335	012858	CULTURA LATINA BOOKSTORE	22	00	998.52
80264336	010964	KENT CYGAN	22	00	239.87	80264337	009919	DELL	22	00	5,575.03
80264338	012923	EDGE PHOTOGRAPHY	22	00	1,167.80	80264339	010603	FISHER SCIENCE EDUCATION	22	00	40.84
80264340	004443	FRY'S ELECTRONICS	22	00	448.28	80264341	012267	GUITAR CENTER MANAGEMENT	22	00	307.05
80264342	008181	HANDWRITING WITHOUT TEARS	22	00	60.95	80264343	006464	HOMEWOOD LUMBER	22	00	861.58
80264344	009512	HOUSEHOLD BANK F.S.B.	22	00	483.65	80264345	005736	INK LYNX INC	22	00	77.28
80264346	007814	JOSTENS	22	00	1,696.36	80264347	005510	TIM KERRIGAN	22	00	62.25
80264348	009395	NORMA LAZARO	22	00	63.63	80264349	002558	LINCOLN FLORIST	22	00	56.31
80264350	012149	MICHELLE LIVERMORE	22	00	18.47	80264351	011282	JANENE MALATESTA	22	00	121.30
80264352	012933	MARK PERKINS	22	00	55.64	80264353	000162	MC GRAW-HILL	22	00	2.20
80264354	004683	OFFICE DEPOT	22	00	2,272.71	80264355	000068	ORIENTAL TRADING COMPANY	22	00	187.05
80264356	011317	PACIFIC ENVIRONMENTAL	22	00	6,375.00	80264357	012932	PATRICIA ALVES	22	00	161.88
80264358	008692	PERIPOLE - BERGERAULT INC	22	00	229.42	80264359	005685	PITNEY BOWES INC	22	00	105.60
80264360	028020	PLACER COUNTY OFFICE OF E	22	00	353.00	80264361	011643	POSITIVE ACTION INC.	22	00	1,721.50
80264362	029400	RAINBOW MARKET	22	00	58.92	80264363	008381	RAY MORGAN COMPANY INC	22	00	215.18
80264364	005757	REALLY GOOD STUFF	22	00	290.34	80264365	006862	MARY LOU RESENDES	22	00	68.68
80264366	020880	RIEBES AUTO PARTS	22	00	18.38	80264367	002618	RISO PRODUCTS OF SAC INC	22	00	2,322.18
80264368	012934	SACRAMENTO COUNTY OFFICE	22	00	7,600.00	80264369	010717	SAFEWAY INC	22	00	54.46
80264370	000541	SAX ARTS & CRAFTS	22	00	660.87	80264371	003884	SCHOLASTIC MAGAZINES	22	00	21.75
80264372	000122	SCHOOL SPECIALTY INC	22	00	5,828.35	80264373	012928	SF TRAVEL PUBLICATIONS	22	00	188.90
80264374	002891	SIERRA OFFICE SUPPLIES &	22	00	435.74	80264375	007212	STAPLES CREDIT PLAN	22	00	340.98
80264376	002289	TEACHER CREATED MATERIALS	22	00	202.60	80264377	011817	TEACHER DIRECT	22	00	16.70

WARRANT REGISTER FOR WARRANTS DATED 06/30/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80264378	011886	THINK 4 INK	22	00	89.95	80264379	003739	JEANINE TROXEL	22	00	128.63
80264380	010446	WOODWIND & BRASSWIND	22	00	255.00	80264381	006976	JOHN WYATT	22	00	365.75
80264382	009360	D&P CREAMERY	22	00	424.17	80264383	009134	PLACER COUNTY ENVIRONMENT	22	00	3,570.00
80264384	012042	SARA LEE	22	00	15.46	80264385	008021	SUPERIOR SCHOOL SUPPLIES	22	00	39.86

TOTAL AMOUNT OF ALL WARRANTS $613,110.17***

3.25

WARRANT REGISTER FOR WARRANTS DATED 06/30/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80264284	005865	A-Z BUS SALES INC	22	00	568.29
80264286	012930	AIR PURE	22	00	6,969.60
80264288	005801	APPROVED SAFE & LOCK	22	00	278.49
80264290	006867	B.Z. SERVICE STATION	22	00	405.00
80264292	011250	C & S TELECOMMUNICATIONS	22	00	533.20
80264294	009919	DELL	22	00	1,446.36
80264296	011507	ETS EDUCATIONAL TESTING S	22	00	2,884.20
80264298	000391	FEDEX	22	00	531.04
80264300	006381	GOLD COUNTRY CLASSIFIED I	22	00	43.22
80264302	001689	GOSSETT ALARM INC	22	00	4,156.00
80264304	008281	HILLYARD / SACRAMENTO	22	00	11.26
80264306	000396	HOUGHTON MIFFLIN COMPANY	22	00	857.75
80264308	010223	DEBORAH MCKINNON	22	00	30.30
80264310	004683	OFFICE DEPOT	22	00	100.34
80264312	026460	PACIFIC GAS & ELECTRIC CO	22	00	8,228.01
80264314	028020	PLACER COUNTY OFFICE OF E	22	00	5,337.50
80264316	011579	QUALITY SOUND SYSTEMS	22	00	817.88
80264318	010252	JOE ROSS	22	00	47.87
80264320	011219	SPARK PROGRAM	22	00	118.57
80264322	006447	TAG / AMS INC	22	00	50.00
80264324	011883	FREEDOM FLOOR COVERING IN	22	00	7,134.00
80264326	006381	GOLD COUNTRY CLASSIFIED I	22	00	179.24
80264328	031480	SIG EMPLOYEE BENEFITS TRU	22	00	469,167.30
80264330	011074	ALL METALS SUPPLY INC	22	00	179.91
80264332	012825	CLASSROOM SCIENCE RESOURC	22	00	71.49
80264334	006315	CREEKSIDE OAKS PTC	22	00	5,621.40
80264336	010964	KENT CYGAN	22	00	239.87
80264338	012923	EDGE PHOTOGRAPHY	22	00	1,167.80
80264340	004443	FRY'S ELECTRONICS	22	00	448.28
80264342	008181	HANDWRITING WITHOUT TEARS	22	00	60.95
80264344	009512	HOUSEHOLD BANK F.S.B.	22	00	483.65
80264346	007814	JOSTENS	22	00	1,696.36
80264348	009395	NORMA LAZARO	22	00	63.63
80264350	012149	MICHELLE LIVERMORE	22	00	18.47
80264352	012933	MARK PERKINS	22	00	55.64
80264354	004683	OFFICE DEPOT	22	00	2,272.71
80264356	011317	PACIFIC ENVIRONMENTAL	22	00	6,375.00
80264358	008692	PERIPOLE - BERGERAULT INC	22	00	229.42
80264360	028020	PLACER COUNTY OFFICE OF E	22	00	353.00
80264362	029400	RAINBOW MARKET	22	00	58.92
80264364	005757	REALLY GOOD STUFF	22	00	290.34
80264366	020880	RIEBES AUTO PARTS	22	00	18.38
80264368	012934	SACRAMENTO COUNTY OFFICE	22	00	7,600.00
80264370	000541	SAX ARTS & CRAFTS	22	00	660.87
80264372	000122	SCHOOL SPECIALTY INC	22	00	5,828.35
80264374	002891	SIERRA OFFICE SUPPLIES &	22	00	435.74
80264376	002289	TEACHER CREATED MATERIALS	22	00	202.60
80264285	012260	ABILITATIONS	22	00	440.04
80264287	012228	CATHY ALLEN	22	00	40.00
80264289	012902	AVID CENTER - SI REGISTRA	22	00	5,720.00
80264291	000205	BUS WEST - FRESNO	22	00	111.23
80264293	009440	CDW GOVERNMENT INC	22	00	144.17
80264295	012897	DEPARTMENT OF GENERAL SER	22	00	4,815.25
80264297	012610	FAR WEST RENTS & READY MI	22	00	61.13
80264299	013040	FOLLETT LIBRARY RESOURCES	22	00	1,422.73
80264301	015040	GOLD RUSH AUTO PARTS	22	00	1,391.57
80264303	038620	GRAINGER	22	00	97.60
80264305	012715	HORIZON	22	00	130.38
80264307	007173	JCI - JOHNSON CONTROLS IN	22	00	2,793.12
80264309	002981	MORRISON LANDSCAPE	22	00	2,950.00
80264311	008185	OPTIONS PUBLISHING	22	00	1,275.55
80264313	004760	PLACER COUNTY AIR POLLUTI	22	00	35.75
80264315	003173	PRENTICE HALL	22	00	6,109.29
80264317	011741	LAUREN QUINN	22	00	63.63
80264319	000122	SCHOOL SPECIALTY INC	22	00	434.19
80264321	011976	SUTTER OCCUPATIONAL HEALT	22	00	55.00
80264323	003286	VALLEY TRUCK & TRACTOR	22	00	274.85
80264325	011448	FEIST EDUCATION CONSULTIN	22	00	1,875.65
80264327	012819	LPA INC.	22	00	19,351.04
80264329	010012	ACADEMIC AFFAIRS	22	00	140.00
80264331	004706	CELEBRATIONS	22	00	641.00
80264333	004023	CLASSROOMDIRECT	22	00	12.76
80264335	012858	CULTURA LATINA BOOKSTORE	22	00	998.52
80264337	009919	DELL	22	00	5,575.03
80264339	010603	FISHER SCIENCE EDUCATION	22	00	40.84
80264341	012267	GUITAR CENTER MANAGEMENT	22	00	307.05
80264343	006464	HOMEWOOD LUMBER	22	00	861.58
80264345	005736	INK LYNX INC	22	00	77.28
80264347	005510	TIM KERRIGAN	22	00	62.25
80264349	002558	LINCOLN FLORIST	22	00	56.31
80264351	011282	JANENE MALATESTA	22	00	121.30
80264353	000162	MC GRAW-HILL	22	00	2.20
80264355	000068	ORIENTAL TRADING COMPANY	22	00	187.05
80264357	012932	PATRICIA ALVES	22	00	161.88
80264359	005685	PITNEY BOWES INC	22	00	105.60
80264361	011643	POSITIVE ACTION INC.	22	00	1,721.50
80264363	008381	RAY MORGAN COMPANY INC	22	00	215.18
80264365	006862	MARY LOU RESENDES	22	00	68.68
80264367	002618	RISO PRODUCTS OF SAC INC	22	00	2,322.18
80264369	010717	SAFEWAY INC	22	00	54.46
80264371	003884	SCHOLASTIC MAGAZINES	22	00	21.75
80264373	012928	SF TRAVEL PUBLICATIONS	22	00	188.90
80264375	007212	STAPLES CREDIT PLAN	22	00	340.98
80264377	011817	TEACHER DIRECT	22	00	16.70

3.2.a

WARRANT REGISTER FOR WARRANTS DATED 06/30/2008
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80264378	011886	THINK 4 INK	22	00	89.95	80264379	003739	JEANINE TROXEL	22	00	128.63
80264380	010446	WOODWIND & BRASSWIND	22	00	255.00	80264381	006976	JOHN WYATT	22	00	365.75
80264382	009360	D&P CREAMERY	22	00	424.17	80264383	009134	PLACER COUNTY ENVIRONMENT	22	00	3,570.00
80264384	012042	SARA LEE	22	00	15.46	80264385	008021	SUPERIOR SCHOOL SUPPLIES	22	00	39.86

TOTAL AMOUNT OF ALL WARRANTS $613,110.17***

PLACER COUNTY OFFICE OF EDUCATION
WARRANT REGISTER FOR WARRANTS DATED 06/20/2008
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80261403	012838	ARDOR HEALTH SOLUTIONS	22	00	8,280.00	80261404	000140	ASSOCIATION OF CA SCHOOL	22	00	845.00
80261405	011323	AT&T - LONG DISTANCE SERV	22	00	112.14	80261406	012644	BABY STEPS	22	00	22,800.00
80261407	002095	BANK OF AMERICA	22	00	135.43	80261408	012398	BETTY JO BORAM	22	00	100.04
80261409	010271	MARY BOYLE	22	00	100.63	80261410	012291	MIKE CARLSON	22	00	222.71
80261411	009440	CDW GOVERNMENT INC	22	00	158.26	80261412	012873	CENAGE LEARNING	22	00	4,589.51
80261413	008524	CIT TECHNOLOGY FIN SERV.	22	00	572.66	80261414	004817	CITY OF LINCOLN	22	00	2,167.21
80261415	007720	CITY OF LINCOLN	22	00	82,202.14	80261416	011714	DELL FINANCIAL SERVICES	22	00	3,517.59
80261417	001797	DELTA EDUCATION INC	22	00	6,364.16	80261418	003609	DISCOUNT SCHOOL SUPPLY	22	00	540.60
80261419	011729	EAGLE SOFTWARE	22	00	17,765.00	80261420	012925	NICOLE ELLIS	22	00	99.99
80261421	000391	FEDEX	22	00	51.82	80261422	012806	KARYN FIORICA	22	00	18.18
80261423	012658	GUIDING HANDS SCHOOL INC.	22	00	3,597.19	80261424	011744	LaSHAWN HORTON	22	00	500.45
80261425	011926	JABBERGYM INC.	22	00	1,140.00	80261426	012748	M. KATIE GILLILAND MA CCC	22	00	2,061.00
80261427	012917	MARK & MONICA'S FAMILY PI	22	00	153.15	80261428	011189	COLLEEN MOSS	22	00	287.85
80261429	000068	ORIENTAL TRADING COMPANY	22	00	410.49	80261430	012599	PACIFIC AUTISM LEARNING S	22	00	3,150.92
80261431	026460	PACIFIC GAS & ELECTRIC CO	22	00	88,128.92	80261432	005441	PALOS SPORTS INC	22	00	71.65
80261433	010637	PARAGON SCHOOL	22	00	3,062.51	80261434	006980	BONNIE PELLOW	22	00	13.13
80261435	012922	PENGUINS CATERING	22	00	353.93	80261436	007787	PITNEY BOWES CREDIT CORP	22	00	731.00
80261437	028020	PLACER COUNTY OFFICE OF E	22	00	1,091.85	80261438	009270	PLACER NEVADA SELPA	22	00	45.00
80261439	012440	QUALITY WINDOWS	22	00	1,284.74	80261440	012805	SHEILA RADICAN	22	00	33.33
80261441	029400	RAINBOW MARKET	22	00	128.81	80261442	008069	RAY MORGAN COMPANY INC	22	00	180.72
80261443	002207	KAREN ROBERTS	22	00	16.67	80261444	004860	S & S WORLDWIDE	22	00	122.77
80261445	012198	DIANE SAUER	22	00	60.60	80261446	000543	SAXON PUBLISHERS INC.	22	00	7,131.05
80261447	000122	SCHOOL SPECIALTY INC	22	00	58.07	80261448	009777	LORETTE SHEA	22	00	1,020.00
80261449	002891	SIERRA OFFICE SUPPLIES &	22	00	419.36	80261450	010443	SIERRA PEDIATRIC THERAPY	22	00	1,840.00
80261451	003409	SIMPLE PLEASURES	22	00	155.94	80261452	010414	SPEECH & LANGUAGE THERAPY	22	00	460.00
80261453	007212	STAPLES CREDIT PLAN	22	00	244.45	80261454	001151	STATE OF CALIFORNIA	22	00	64.00
80261455	011624	U.S. BANK BUSINESS EQUIPM	22	00	554.34	80261456	012171	UHS - KEYSTONE SCHOOLS	22	00	5,588.52
80261457	010965	SUSAN VALDEZ	22	00	250.00	80261458	002732	PEGGY VAN LENGEN	22	00	39.77
80261459	002669	VERIZON WIRELESS	22	00	2,047.55	80261460	012194	WEST TEL SERVICES	22	00	49.50
80261461	006691	YUBA COUNTY OFFICE OF EDU	22	00	252.00	80261462	000564	ZIEGELMANN'S REFRIGERATIO	22	00	348.31
80261463	009414	RHEA ZINZUN	22	00	16.16	80261464	002669	VERIZON WIRELESS	22	00	75.94
80261465	002669	VERIZON WIRELESS	22	00	309.68	80261466	012454	WAVE BROADBAND	22	00	50,916.04
80261467	012927	AMTEC	22	00	7,500.00	80261468	011129	BANC OF AMERICA SECURITIE	22	00	8,203.33
80261469	011534	DEXIA CREDIT LOCAL	22	00	29,728.79	80261470	011002	U.S. BANK	22	00	1,000.00
80261471	012909	AIMS WEB	22	00	427.50	80261472	011972	ALL OCCASSION PARTY RENTA	22	00	449.64
80261473	010947	ALPHA FIRED ARTS	22	00	1,513.64	80261474	012869	BONNIE FITWARE INC.	22	00	2,281.16
80261475	005738	BORDER'S GROUP INC	22	00	99.38	80261476	008700	CONTINENTAL ATHLETIC SUPP	22	00	14,163.05
80261477	005443	COSTCO	22	00	1,146.46	80261478	012856	CRYSTAL PRODUCTIONS	22	00	463.47
80261479	012867	LACOE DEAN GILBERT	22	00	71.45	80261480	007262	DEMCO MEDIA	22	00	68.34
80261481	006743	ECS LEARNING SYSTEMS	22	00	78.69	80261482	011881	EDUCATIONAL RESOURCES	22	00	40.66
80261483	000393	FREY SCIENTIFIC	22	00	326.81	80261484	004443	FRY'S ELECTRONICS	22	00	607.24
80261485	012569	FULL COMPASS SYSTEMS	22	00	215.00	80261486	012488	Fitness Wholesale Online	22	00	396.24
80261487	012915	HOLDEN SCHEIBER	22	00	1,628.00	80261488	003281	HOME DEPOT	22	00	381.65
80261489	010467	IN FOCUS	22	00	550.18	80261490	005736	INK LYNX INC	22	00	779.98
80261491	005619	KRIS KNUTSON	22	00	22.47	80261492	012447	KEVIN KURTZ	22	00	51.98
80261493	000389	LAKESHORE LEARNING MATERI	22	00	380.50	80261494	003026	LIFETOUCH PUBLISHING INC.	22	00	5,520.50
80261495	011894	LOS ANGELES COUNTY OFFICE	22	00	175.88	80261496	012702	MAKING MATH REAL	22	00	800.00

WARRANT REGISTER FOR WARRANTS DATED 06/20/2008
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80261497	012834	MUSIC EXCHANGE	22	00	22,503.20	80261498	024240	NASCO MODESTO	22	00	704.94
80261499	012920	NIMRAT DOSANJH	22	00	210.00	80261500	004683	OFFICE DEPOT	22	00	1,724.44
80261501	011317	PACIFIC ENVIRONMENTAL	22	00	215.00	80261502	012863	PERFORM BETTER	22	00	220.34
80261503	012918	PITNEY BOWES	22	00	100.00	80261504	028100	PLACER COUNTY FARM SUPPLY	22	00	109.92
80261505	029400	RAINBOW MARKET	22	00	103.90	80261506	020880	RIEBES AUTO PARTS	22	00	14.27
80261507	011995	SACRAMENTO STATE COLLEGE	22	00	650.00	80261508	010717	SAFEWAY INC	22	00	68.36
80261509	000128	SCHOLASTIC INC	22	00	149.80	80261510	010320	SCHOOL MATE	22	00	706.00
80261511	000122	SCHOOL SPECIALTY INC	22	00	67.03	80261512	000411	SCIENCE KIT & BOREAL LABS	22	00	65.59
80261513	012318	SCREENING FOR MENTAL	22	00	95.00	80261514	006185	SIERRA HAY & FEED	22	00	54.42
80261515	002891	SIERRA OFFICE SUPPLIES &	22	00	321.64	80261516	010550	SIERRA SPRING WATER CO.	22	00	50.19
80261517	007212	STAPLES CREDIT PLAN	22	00	49.95	80261518	012760	SUNBURST MEDIA	22	00	429.11
80261519	007798	TEACHERS' MEDIA	22	00	60.69	80261520	011886	THINK 4 INK	22	00	362.05
80261521	000160	WARD'S NATURAL SCIENCE	22	00	412.94	80261522	005140	WENGER CORPORATION	22	00	228.44
80261523	012754	WILSON LANGUAGE TRAINING	22	00	633.60	80261524	006009	WOODWIND & BRASSWIND	22	00	3,362.70
80261525	004252	YUBA CITY SCRAP & STEEL I	22	00	418.28	80261526	039440	WESTERN PLACER U.S.D.	22	00	811.19
80261527	023380	MISSION UNIFORM SERVICE I	22	00	621.20	80261528	039440	WESTERN PLACER U.S.D.	22	00	229.00
80261529	012926	JOANNA LOYA	22	00	250.00						

TOTAL AMOUNT OF ALL WARRANTS $444,185.61***

2.2.9

APY220 H.02.03 PLACER COUNTY OFFICE OF EDUCATION 06/10/08 PAGE 1

WARRANT REGISTER FOR WARRANTS DATED 06/10/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80259208	001818	A+ THE REPORT CARD	61	00	70.44	80259209	201471	LLC ACADEMIC SUPERSTORE	61	00	275.33
80259210	200833	ARTISTIC PURSUITS INC.	61	00	883.33	80259211	004837	Acorn Naturalists	61	00	504.51
80259212	009606	BORDERS BOOKS & MUSIC	61	00	349.73	80259213	009546	A BRIGHTER CHILD	61	00	774.73
80259214	008185	Buckle Down Publishing	61	00	152.08	80259215	009283	Buckle Down Publishing	61	00	71.90
80259216	008455	CALIFORNIA EDUCATION NETW	61	00	165.73	80259217	010560	DICK BLICK	61	00	2,588.06
80259218	201873	Delta	61	00	563.84	80259219	001769	EDUCATORS PUBLISHING SERV	61	00	325.30
80259220	201190	Franklin Covey Co.	61	00	52.87	80259221	003420	GLOBE FEARON	61	00	270.09
80259222	201798	GW SCHOOL SUPPLY	61	00	185.63	80259223	016160	HARCOURT INC	61	00	88.12
80259224	000396	HOUGHTON MIFFLIN COMPANY	61	00	103.30	80259225	022460	HOUGHTON MIFFLIN COMPANY	61	00	201.59
80259226	201242	Lakeshore Learning Store	61	00	1,339.67	80259227	002917	MCGRAW-HILL	61	00	590.31
80259228	202287	N.A.M.C.	61	00	323.00	80259229	024240	NASCO MODESTO	61	00	267.26
80259230	003845	North Dakota for Distance	61	00	206.90	80259231	004683	OFFICE DEPOT	61	00	1,024.91
80259232	008007	PAPER SCISSORS STONE	61	00	205.65	80259233	009856	PEARSON EDUCATION	61	00	88.74
80259234	201947	PRENTICE HALL	61	00	1,159.63	80259235	201430	INC. RAINBOW RESOURCE CEN	61	00	2,670.70
80259236	005905	Rosetta Stone Ltd	61	00	384.25	80259237	200028	SCIENCE KIT	61	00	82.27
80259238	002891	SIERRA OFFICE SUPPLIES &	61	00	142.49	80259239	005735	WIESER EDUCATIONAL INC	61	00	263.75
80259240	008938	A-1 DRIVING SCHOOL	61	00	825.00	80259241	200286	TIM/PLAYWELL TEKNOLOGIES	61	00	520.00
80259242	202264	DANA BISHOP SANDERS	61	00	292.50	80259243	201639	INC. DBL ENTERPRISES	61	00	540.00
80259244	200278	EDUCATION EXPRESS	61	00	881.00	80259245	200779	ROSA HENSEL	61	00	280.00
80259246	007475	HOME TUTORING PLUS INC	61	00	5,986.25	80259247	201441	MONART SCHOOL OF THE ARTS	61	00	79.00
80259248	202079	Sandra McPherson	61	00	100.00	80259249	006064	NEW MANS KARATE	61	00	500.00
80259250	200564	MARY PRESTON	61	00	480.00	80259251	007691	ROCKLIN DANCE CENTER	61	00	528.00
80259252	007381	SILVA'S MUSIC	61	00	551.00	80259253	008916	Sea Otter Swim Lessons	61	00	3,650.00

TOTAL AMOUNT OF ALL WARRANTS $31,588.86***

5.2.10

APY220 H.02.03 PLACER COUNTY OFFICE OF EDUCATION 06/12/08 PAGE 1

WARRANT REGISTER FOR WARRANTS DATED 06/12/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80259790	004071	AIRGAS	22	00	36.87	80259791	026400	AT&T	22	00	3,000.14
80259792	011763	AUBURN PLACER DISPOSAL SE	22	00	805.00	80259793	000072	BEAR RIVER SUPPLY INC	22	00	1,029.60
80259794	001797	DELTA EDUCATION INC	22	00	2,407.92	80259795	012681	FRONTLINE PLACEMENT	22	00	726.75
80259796	036880	G&S HARDWARE PURCHASING	22	00	609.60	80259797	038620	GRAINGER	22	00	684.79
80259798	011175	BARRET HESS	22	00	294.00	80259799	003281	HOME DEPOT	22	00	328.59
80259800	000396	HOUGHTON MIFFLIN COMPANY	22	00	188.61	80259801	000175	J & J SCREEN & GLASS	22	00	307.23
80259802	007173	JCI - JOHNSON CONTROLS IN	22	00	3,000.00	80259803	009007	KIM KELLAR	22	00	150.00
80259804	010454	LOWE'S	22	00	6.40	80259805	000131	ROBERT NOYES	22	00	32.68
80259806	012356	PASCO SCIENTIFIC	22	00	375.00	80259807	006980	BONNIE PELLOW	22	00	75.75
80259808	004100	PJ'S MAIL & PARCEL SERVIC	22	00	36.20	80259809	029400	RAINBOW MARKET	22	00	48.17
80259810	011152	SACRAMENTO CO OFFICE OF E	22	00	2,985.00	80259811	000543	SAXON PUBLISHERS INC.	22	00	10,696.58
80259812	032640	SCHOOL SERVICES OF CA INC	22	00	125.00	80259813	002891	SIERRA OFFICE SUPPLIES &	22	00	549.35
80259814	001786	SPURR	22	00	3,368.06	80259815	002732	PEGGY VAN LENGEN	22	00	8.34
80259816	010816	WAVE DIVISION HOLDINGS	22	00	3,670.00	80259817	011820	WESTERN BLUE CORP.	22	00	3,260.40
80259818	036880	G&S HARDWARE PURCHASING	22	00	27.30	80259819	009360	VOIDED	22	00	
80259820	009360	VOIDED	22	00		80259821	009360	D&P CREAMERY	22	00	13,469.14
80259822	001778	THE DANIELSEN COMPANY	22	00	2,392.07	80259823	012471	JUMBO CHINESE	22	00	750.00
80259824	012042	SARA LEE	22	00	14.54	80259825	002891	SIERRA OFFICE SUPPLIES &	22	00	172.09
80259826	010084	SYSCO SACRAMENTO	22	00	1,319.46	80259827	011033	UNITED PIZZA INC	22	00	939.00
80259828	001921	CARSON-DELLOSA PUBLISHING	22	00	32.16	80259829	012397	JENNIFER CLARK	22	00	164.88
80259830	009919	DELL	22	00	91.67	80259831	009988	DEVELOPMENTAL STUDIES CEN	22	00	2,063.44
80259832	000389	LAKESHORE LEARNING MATERI	22	00	252.14	80259833	010074	MAGNET STREET	22	00	657.50
80259834	004683	OFFICE DEPOT	22	00	1,174.37	80259835	012919	PETER SCHRAM	22	00	1,984.00
80259836	029400	RAINBOW MARKET	22	00	51.38	80259837	010157	JENNIFER TARABOCHIA	22	00	166.50
80259838	002399	TROXELL COMMUNICATIONS	22	00	563.06	80259839	012070	RAMEY DERN	22	00	7.36
80259840	010996	MARIA AGUILAR	22	00	46.66	80259841	011660	KIM BOYD	22	00	97.97
80259842	012921	BEST WESTERN-ROYAL OAK HO	22	00	819.50	80259843	012485	TERESA R. RYLAND C.P.A.	22	00	10,320.00

TOTAL AMOUNT OF ALL WARRANTS $76,382.22***

3.2.11

APY220 H.02.03 PLACER COUNTY OFFICE OF EDUCATION 06/10/08 PAGE 1

WARRANT REGISTER FOR WARRANTS DATED 06/10/2008

SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80259189	007349	BOOKS ARE FUN	22	00	102.00	80259190	003280	CHILDCRAFT EDUCATION CORP	22	00	12.16
80259191	009919	DELL	22	00	183.38	80259192	004443	FRY'S ELECTRONICS	22	00	107.24
80259193	012784	FUN FITNESS COMPANY	22	00	189.66	80259194	005248	G&S HARDWARE PURCHASING	22	00	83.64
80259195	022460	HOUGHTON MIFFLIN COMPANY	22	00	138.67	80259196	004650	JONES SCHOOL SUPPLY CO IN	22	00	33.25
80259197	012701	JOSEPSON INSTITUTE OF ETH	22	00	100.00	80259198	000389	LAKESHORE LEARNING MATERI	22	00	249.63
80259199	012817	NATIONAL READING STYLES	22	00	61.90	80259200	004683	OFFICE DEPOT	22	00	35.78
80259201	012916	REGENTS OF US DAVIS	22	00	6,480.00	80259202	002618	RISO PRODUCTS OF SAC INC	22	00	739.86
80259203	011152	SACRAMENTO CO OFFICE OF E	22	00	96.10	80259204	010717	SAFEWAY INC	22	00	153.27
80259205	011479	ERNESTO SANCHEZ	22	00	15.00	80259206	003808	PAM SOHA	22	00	30.46
80259207	000834	TARGET BANK	22	00	59.76						

TOTAL AMOUNT OF ALL WARRANTS $8,871.76***

3.2.12

APY220 H.02.03 PLACER COUNTY OFFICE OF EDUCATION 06/05/08 PAGE 1
WARRANT REGISTER FOR WARRANTS DATED 06/05/2008
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80258102	000059	ADVANCED INTEGRATED PEST	22	00	1,415.00	80258103	012838	ARDOR HEALTH SOLUTIONS	22	00	5,520.00
80258104	005845	AUBURN PLACER DISPOSAL SE	22	00	7,907.42	80258105	012837	BRIGHT FUTURE THERAPY	22	00	7,800.00
80258106	012482	ALICIA CARTER	22	00	1,553.33	80258107	009440	CDW GOVERNMENT INC	22	00	293.52
80258108	007984	CHEVRON	22	00	335.70	80258109	012483	JENNY CLEARWATER	22	00	1,483.33
80258110	001797	DELTA EDUCATION INC	22	00	24,164.83	80258111	011465	FILTERFRESH	22	00	135.00
80258112	012914	REBEKAH FOX	22	00	22.84	80258113	012911	SHARON FRITZ	22	00	19.20
80258114	006381	GOLD COUNTRY CLASSIFIED I	22	00	91.52	80258115	015040	GOLD RUSH AUTO PARTS	22	00	1,475.58
80258116	038620	GRAINGER	22	00	1,001.30	80258117	012395	KRISTI GRETLER	22	00	55.55
80258118	012658	GUIDING HANDS SCHOOL INC.	22	00	3,114.80	80258119	000396	HOUGHTON MIFFLIN COMPANY	22	00	10,108.57
80258120	007335	JAMECO ELECTRONIC COMPONE	22	00	40.80	80258121	012904	JUNE KILLMER	22	00	10.88
80258122	006049	L & H AIRCO	22	00	166.72	80258123	012847	LAGUNA PHYSICAL THERAPY &	22	00	430.00
80258124	012572	MEDICAB OF SACRAMENTO/SIE	22	00	5,073.60	80258125	023380	VOIDED	22	00	
80258126	023380	MISSION UNIFORM SERVICE I	22	00	4,090.98	80258127	020840	MOUNTAIN CLEAR WATER COMP	22	00	24.00
80258128	012599	PACIFIC AUTISM LEARNING S	22	00	3,242.23	80258129	026460	PACIFIC GAS & ELECTRIC CO	22	00	8,886.15
80258130	012411	PEARSON SCOTT FORSEMAN	22	00	1,650.58	80258131	011741	LAUREN QUINN	22	00	14.94
80258132	029400	RAINBOW MARKET	22	00	129.59	80258133	008966	RAY MORGAN COMPANY	22	00	81.25
80258134	008069	RAY MORGAN COMPANY INC	22	00	9,738.51	80258135	002618	RISO PRODUCTS OF SAC INC	22	00	3,212.14
80258136	012271	YASMIRA RODRIGUEZ	22	00	508.74	80258137	000543	SAXON PUBLISHERS INC.	22	00	9,527.56
80258138	009777	LORETTE SHEA	22	00	765.00	80258139	002891	SIERRA OFFICE SUPPLIES &	22	00	20.89
80258140	010443	SIERRA PEDIATRIC THERAPY	22	00	230.00	80258141	012555	SHANNON STEEN	22	00	60.60
80258142	008494	TOTAL EDUCATION SOLUTIONS	22	00	3,721.99	80258143	000102	THE TROPHY CASE	22	00	1,183.05
80258144	012171	UHS - KEYSTONE SCHOOLS	22	00	4,451.80	80258145	012454	WAVE BROADBAND	22	00	55.95
80258146	002373	WILSON WAY TIRE	22	00	1,542.38	80258147	011788	RAYMAR INFORMATION SOLUTI	22	00	10,465.71
80258148	012797	ACCUCUT	22	00	434.15	80258149	006820	BAILEY POTTERY EQUIP CORP	22	00	11.60
80258150	000185	BARNES & NOBLE BOOKSTORES	22	00	323.08	80258151	005738	BORDER'S GROUP INC	22	00	300.00
80258152	000972	CALLOWAY HOUSE INC	22	00	122.85	80258153	003280	CHILDCRAFT EDUCATION CORP	22	00	366.72
80258154	004023	CLASSROOMDIRECT	22	00	539.24	80258155	005443	COSTCO	22	00	479.65
80258156	009919	DELL	22	00	150.13	80258157	012222	EXAMGEN	22	00	687.00
80258158	009598	FARONICS	22	00	311.27	80258159	013040	FOLLETT LIBRARY RESOURCES	22	00	843.11
80258160	004443	FRY'S ELECTRONICS	22	00	643.85	80258161	012267	GUITAR CENTER MANAGEMENT	22	00	300.00
80258162	008181	HANDWRITING WITHOUT TEARS	22	00	53.95	80258163	016160	HARCOURT INC	22	00	1,108.73
80258164	003281	HOME DEPOT	22	00	574.00	80258165	008031	INTERSTATE PUBLISHERS INC	22	00	2,380.61
80258166	000389	LAKESHORE LEARNING MATERI	22	00	1,054.73	80258167	012519	MSC IND SUPPLY	22	00	1,817.14
80258168	012835	NAME BEADS U.S.A. INC.	22	00	250.00	80258169	012910	NATIONAL FFA	22	00	520.00
80258170	007449	NEST ENTERTAINMENT	22	00	71.70	80258171	004683	OFFICE DEPOT	22	00	514.97
80258172	010164	PEARSON EDUCATION	22	00	277.25	80258173	007890	PENWORTHY COMPANY	22	00	87.64
80258174	008692	PERIPOLE - BERGERAULT INC	22	00	721.91	80258175	027360	PERMA-BOUND	22	00	329.28
80258176	028020	PLACER COUNTY OFFICE OF E	22	00	200.00	80258177	012727	POSTMASTER	22	00	143.00
80258178	029400	RAINBOW MARKET	22	00	539.79	80258179	012832	S & G CARPETS	22	00	472.35
80258180	010717	SAFEWAY INC	22	00	46.91	80258181	010320	SCHOOL MATE	22	00	436.00
80258182	000122	SCHOOL SPECIALTY INC	22	00	300.33	80258183	007212	STAPLES CREDIT PLAN	22	00	146.20
80258184	000834	TARGET BANK	22	00	424.96	80258185	007153	WESTERN PSYCHOLOGICAL SER	22	00	93.80
80258186	039880	WISHING WELL ENTERPRISES	22	00	59.61	80258187	006647	ALTA BOOK CENTER	22	00	728.07
80258188	000122	SCHOOL SPECIALTY INC	22	00	704.84	80258189	006806	JEFF DARDIS	22	00	40.00
80258190	001778	THE DANIELSEN COMPANY	22	00	4,261.72	80258191	011727	ED JONES FOOD SERVICE	22	00	2,813.59
80258192	006580	JERICO INC	22	00	203.83	80258193	009147	NOR-CAL PRODUCE INC	22	00	1,199.68
80258194	012042	SARA LEE	22	00	543.61	80258195	010084	SYSCO SACRAMENTO	22	00	1,665.09

3.2.13

WARRANT REGISTER FOR WARRANTS DATED 06/05/2008
SCHOOLS COMMERCIAL REVOLVING FUND

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO DD	AMOUNT
80258196	011033	UNITED PIZZA INC	22 00	944.00	80258197	012913	MARY MEYERPETER	22 00	500.00

TOTAL AMOUNT OF ALL WARRANTS $167,565.47***

H.2.3

APY220 H.02.03

PLACER COUNTY OFFICE OF EDUCATION
WARRANT REGISTER FOR WARRANTS DATED 05/29/2008
SCHOOLS COMMERCIAL REVOLVING FUND

05/29/08 PAGE 1

WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT	WARRANT NUMBER	VENDOR NUMBER	PAYEE NAME	DIST NO	DD	AMOUNT
80256693	003569	AMERICAN MESSAGING	22	00	120.53	80256694	011323	AT&T - LONG DISTANCE SERV	22	00	49.38
80256695	000205	BUS WEST - FRESNO	22	00	1,300.38	80256696	008524	CIT TECHNOLOGY FIN SERV.	22	00	713.58
80256697	012094	DARREN COLEMAN	22	00	10.88	80256698	005994	CSHA CALIF SPEECH AND HE	22	00	1,005.00
80256699	001797	DELTA EDUCATION INC	22	00	7,106.38	80256700	001077	DALE HANNUM	22	00	40.00
80256701	000396	HOUGHTON MIFFLIN COMPANY	22	00	10,084.34	80256702	012418	MELODY KIRCHNER	22	00	149.95
80256703	012907	MARIA LA VALLE	22	00	12.87	80256704	011189	COLLEEN MOSS	22	00	470.15
80256705	020840	MOUNTAIN CLEAR WATER COMP	22	00	191.50	80256706	005441	PALOS SPORTS INC	22	00	31.90
80256707	004100	PJ'S MAIL & PARCEL SERVIC	22	00	82.28	80256708	011741	LAUREN QUINN	22	00	29.55
80256709	029400	RAINBOW MARKET	22	00	77.07	80256710	012906	MELISSA RECENDEZ	22	00	81.15
80256711	020880	RIEBES AUTO PARTS	22	00	51.78	80256712	002891	SIERRA OFFICE SUPPLIES &	22	00	1,390.87
80256713	010410	STENHOUSE PUBLISHERS	22	00	1,066.08	80256714	006447	TAG / AMS INC	22	00	100.00
80256715	011624	U.S. BANK BUSINESS EQUIPM	22	00	637.49	80256716	000564	ZIEGELMANN'S REFRIGERATIO	22	00	448.44
80256717	012104	CLARK & SULLIVAN LLC	22	00	248,065.00	80256718	005792	NTD/STICHLER	22	00	1,247.50
80256719	005680	OFFICE OF PUBLIC SCHOOL	22	00	1.00	80256720	031480	SIG EMPLOYEE BENEFITS TRU	22	00	449,368.90
80256721	001778	THE DANIELSEN COMPANY	22	00	4,770.68	80256722	011727	ED JONES FOOD SERVICE	22	00	3,226.06
80256723	006580	JERICO INC	22	00	1,065.13	80256724	012471	JUMBO CHINESE	22	00	725.00
80256725	009147	NOR-CAL PRODUCE INC	22	00	1,140.92	80256726	029400	RAINBOW MARKET	22	00	8.44
80256727	012042	SARA LEE	22	00	531.56	80256728	011033	UNITED PIZZA INC	22	00	1,173.00
80256729	012908	LUCAS MCKINNON	22	00	1,000.00	80256730	004071	AIRGAS	22	00	542.30
80256731	004931	APTS	22	00	2,000.00	80256732	006820	BAILEY POTTERY EQUIP CORP	22	00	1,439.00
80256733	000185	BARNES & NOBLE BOOKSTORES	22	00	100.00	80256734	012836	BIG SCREEN CENTER	22	00	1,360.02
80256735	012849	BOSE CORPORATION	22	00	598.84	80256736	012397	JENNIFER CLARK	22	00	71.80
80256737	005994	CSHA CALIF SPEECH AND HE	22	00	285.00	80256738	005298	CYBERGUYS!	22	00	84.65
80256739	012610	FAR WEST RENTS & READY MI	22	00	14.48	80256740	013040	FOLLETT LIBRARY RESOURCES	22	00	1,478.01
80256741	004443	FRY'S ELECTRONICS	22	00	4,014.40	80256742	004178	GLS GREG LARSON SPORTS I	22	00	478.13
80256743	012474	CINDY HOOD	22	00	78.54	80256744	007152	SEEDSMAN J.L. HUDSON	22	00	209.00
80256745	000389	LAKESHORE LEARNING MATERI	22	00	1,309.99	80256746	002271	LINGUI SYSTEMS INC	22	00	125.85
80256747	012811	LYONS MUSIC PRODUCTS	22	00	63.00	80256748	001762	MCGRAW-HILL	22	00	1,212.70
80256749	007815	WENDY MEAGHER	22	00	201.08	80256750	012446	MOBILE STORAGE GROUP INC.	22	00	147.34
80256751	004683	OFFICE DEPOT	22	00	1,688.53	80256752	028020	PLACER COUNTY OFFICE OF E	22	00	35.00
80256753	012905	QUALITY SUITES HOTEL	22	00	1,017.50	80256754	029400	RAINBOW MARKET	22	00	80.52
80256755	002618	RISO PRODUCTS OF SAC INC	22	00	1,479.72	80256756	012903	ROSEVILLE AQUATIC CENTER	22	00	150.00
80256757	010717	SAFEWAY INC	22	00	51.09	80256758	012830	SATELLITE ENGINEERING GRO	22	00	2,724.02
80256759	005074	SCHOLASTIC BOOK FAIRS	22	00	1,669.75	80256760	007413	SHERIDAN SCHOOL	22	00	9.40
80256761	012882	SIBONEY LEARNING GROUP	22	00	8,355.11	80256762	010550	SIERRA SPRING WATER CO.	22	00	128.99
80256763	005678	SOCIAL STUDIES SCHOOL SER	22	00	89.36	80256764	011539	SOPRIS WEST	22	00	328.24
80256765	006674	SOPRIS WEST INC	22	00	731.54	80256766	011651	SUPERIOR LIVESTOCK SUPPLY	22	00	49.00
80256767	012190	SURVEILLANCE SYSTEM INT	22	00	13,877.19	80256768	011288	TEACHER DISCOUNT	22	00	119.04
80256769	012079	TEICHERT CONSTRUCTION	22	00	979.27	80256770	039880	WISHING WELL ENTERPRISES	22	00	36.89
80256771	010446	WOODWIND & BRASSWIND	22	00	629.60	80256772	011288	TEACHER DISCOUNT	22	00	354.62

TOTAL AMOUNT OF ALL WARRANTS $787,973.25***

3.2.15

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Special Ed. Fund

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the classified personnel report.

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

August 12, 2008

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. **Name: Char Danae Carr**
   Position: Paraprofessional
   Salary: CSEA Range 17, Step C
   Hours: 5.6 hrs./Day
   Days: 10 Months/Year
   Effective: 8/14/08
   Site: Foskett Ranch Elementary
   Funding: Special Ed.

2. **Name: Donna Evans**
   Position: Paraprofessional
   Salary: CSEA Range 17, Step C
   Hours: 5.6 hrs./Day
   Days: 10 Months/Year
   Effective: 8/14/08
   Site: Foskett Ranch Elementary
   Funding: Special Ed.

3. **Name: Joanna Ruffo**
   Position: Paraprofessional
   Salary: CSEA Range 17, Step C
   Hours: 5.6 hrs./Day
   Days: 10 Months/Year
   Effective: 8/14/08
   Site: Foskett Ranch Elementary
   Funding: Special Ed.

4. **Name: Lauren Quinn**
   Position: After School Coordinator
   Salary: $35,304
   Hours: 8 hrs./Day
   Days: 210 Days
   Effective: 7/1/08
   Site: District Office Annex
   Funding: Categorical

TRANSFERS

5. **Name: Nicole Anderson**
   Position: Paraprofessional
   Salary: CSEA, Range 17, Step B
   Hours: 5.6 Hours/Day
   Days: 10 Months/Year
   Effective: 7/1/08
   Site: Foskett Ranch Elementary
   Funding: Special Ed.

6. **Name: Sarah Bagwell**
   Position: Sp. Ed. Instructional Aide
   Salary: CSEA, Range 17, Step D
   Hours: 5.6 Hours/Day
   Days: 10 Months/Year
   Effective: 7/1/08
   Site: Twelve Bridges Elementary
   Funding: Special Ed.

7. **Name: Theresa Crooks**
Position: Paraprofessional
Salary: CSEA, Range 17, Step B
Hours: 5.6 Hours/Day
Days: 10 Months/Year
Effective: 7/1/08
Site: Foskett Ranch Elementary
Funding: Special Ed.

8. **Name: Micki Marino**
Position: Paraprofessional
Salary: CSEA, Range 17, Step E
Hours: 3.5 Hours/Day
Days: 10 Months/ Year
Effective: 7/1/08
Site: Lincoln Crossing Elementary
Funding: Special Ed.

9. **Name: Donna Salsberry**
Position: Sp. Ed. Instructional Aide
Salary: CSEA, Range 17, Step E
Hours: 5.6 Hours/Day
Days: 10 Months/ Year
Effective: 7/1/08
Site: Lincoln High School
Funding: Special Ed.

10. **Name: Angie Seay**
Position: Paraprofessional
Salary: CSEA, Range 17, Step D
Hours: 5.6 Hours/Day
Days: 10 Months/ Year
Effective: 7/1/08
Site: Foskett Ranch Elementary
Funding: Special Ed.

11. **Name: Elena Yepez**
Position: Sp. Ed. Instructional Aide
Salary: CSEA, Range 17, Step D
Hours: 5.6 Hours/Day
Days: 10 Months/ Year
Effective: 7/1/08
Site: Lincoln High School
Funding: Special Ed.

INCREASE IN HOURS

12. **Name: Mary Dillingham**
Position: Paraprofessional
Site: Foskett Ranch Elementary
Hours: from 3.5 Hours to 5.6 Hours/Day
Effective: 7/1/08

13. **Name: Patricia Shorkey**
Position: School Office Clerk II
Site: Twelve Bridges Elem./Creekside Oaks Elem.
Hours: from 4 Hours to 8 Hours/Day
Effective: 7/1/08

RETIREMENT

14. **Name: Patsy Pence**
Position: School Office Clerk II/Attendance Clerk
Site: Carlin C. Coppin Elementary
Hours: 8 Hours/Day
Effective: 6/30/08

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund & Special Ed. Fund

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the certificated personnel report.

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

3.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

August 12, 2008

CERTIFICATED/MANAGEMENT

NEW HIRES

1. **Susan Bier, Pre School SDC Teacher, Foskett Ranch Elementary**
2. **Terri Dorow, Elementary Principal, Carlin C. Coppin Elementary**
3. **Jennifer Jacobo, 7th Grade Language Arts Teacher, Twelve Bridges Middle School**
4. **Valerie Jepson, Spanish Teacher, Lincoln High School**
5. **Amber McManus, Pre School Autistic Teacher, Foskett Ranch Elementary**
6. **Nancie Ross, SDC Teacher, Carlin C. Coppin Elementary**
7. **Carrie Spradling, Speech Pathologist, District**
8. **Cynthia Ting, SDC Autistic Teacher, Foskett Ranch Elementary**
9. **Lisa Ward, ½ Time Art Teacher, Lincoln High School**

RESIGNATIONS

10. **Natalie Cooper, Kindergarten Teacher, LincolnCrossing Elementary**
11. **Rosemary Crowther, 5th Grade Teacher, Lincoln Crossing Elementary**
12. **Charlene Zilius, Program Specialist, Sp. Ed., District**

RETIREMENT

13. **Richard Byrne, 5th Grade Teacher, Carlin C. Coppin Elementary**
14. **Carolyn Nelson, 2nd Grade Teacher, First Street Elementary**
15. **Molly Sjordal, Home Ec. Teacher, Lincoln High School**

3.4.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Minimum Days
Phoenix High School

AGENDA ITEM AREA:
Consent

REQUESTED BY:

ENCLOSURES:

DEPARTMENT:

John Wyatt
Principal

FINANCIAL INPUT/SOURCE:

MEETING DATE:

August 12, 2008

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the minimum day requests of Phoenix High School.

RECOMMENDATION:

The administration recommends the Board of Trustees approve the request for change in the minimum days for Phoenix High School.

wp/rk/factform

Phoenix High School

Memo

To: School Board

From: John Wyatt

Date: 07/30/2008

Re: Minimum Day Changes for Phoenix High School

Phoenix High School is requesting the following changes of minimum days for the 2008-2009 school year:

Phoenix **will not** take the following minimum days:

- October 2, 2008
- November 10, 12, & 13, 2008

Phoenix High School **is requesting** the following Minimum days:

- January 16, 2009
- April 24, 2009
- June 1 & 2, 2009

The above changes coincide with our six-week credit/grading periods.

3.5.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Legal Services for 2008-09 School Year

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

A letter was received notifying the district of the necessary increases in legal services provided by the Law Office of David Girard.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the increase charges.

wp/rk/factform

3.6

LAW OFFICES OF
DAVID W. GIRARD

4425C Treat Boulevard, Suite 196
Concord, CA 94521
Tel: 925.429.1533 Fax: 925.825.8466



June 1, 2008

Western Placer Unified School District
Scott Leaman, Superintendent
600 Sixth Street, Fourth Floor
Lincoln, CA 95648

Re: Legal Services for the 2008-2009 School Year

Dear Mr. Leaman:

Thank you for relying on us as your legal counsel over the years. Your business is very much appreciated. It is a distinct pleasure to work with you and your staff.

We strive to provide you with the highest quality of legal services possible, we find it necessary to request an increase in our hourly rate to $235 for partners, $215 per hour for associate attorneys, and $130 per hour for paralegals/law clerks and $85 for Administrative Assistant for legal services performed. In addition, we will charge .50¢ per page for copying and $1.50 per facsimile transmission. Telephone calls will be billed at a minimum of .30 hours, E-mails will be billed at a minimum of .25 per hour.

While we regret the need for this increase, we hope you will understand. You, of course, need to consider all costs when preparing your budget for the upcoming school year and we wanted to advise you of this adjustment at the earliest possible date.

We very much appreciate your business and look forward to working with you in the future.

Very truly yours,

THE LAW OFFICES OF DAVID W. GIRARD

David W. Girard

David W. Girard

6767 Green Valley Road • Placerville, CA 95667 • 510.816.4010 • Fax: 530.642.1832
1121 L Street, Suite 510 • Sacramento, CA 95814 • 916.204.8007 • Fax: 916.283.4061

3.6.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL 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**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Approval of Contract for Medi-Cal Administrative Claims Preparation (MAA)

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Terri Ryland
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

MAA Reimbursement Funds

BOARD MEETING DATE:

August 12, 2008

BACKGROUND:

The District receives revenue based upon participation by certificated employees in time studies that measure the amount of time employees spend on Medi-Cal eligible activities. In order to ensure the District is properly compiling and reporting this information, it has in the past utilized the services of a for-profit company. Administration now recommends contracting with the Northern California Medi-Cal Administrative Services Joint Powers Authority (NMAS-JPA). The JPA is highly recommended by other districts and, as a not-for-profit entity, charges less for its services than the current provider. The District should save about 3% of the eligible revenue, or up to $5,000 for this year.

While the on-going Federal funding for this program is not assured beyond September 1, we will only pay for the administration of the program to the extent of revenues received.

SUPERINTENDENT'S RECOMMENDATION:

Approve the contract with Northern California Medi-Cal Administrative Services Joint Powers Authority.

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered this 1st day of July, 2008, by and between the Western Placer Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 600 6th Street, 4th Floor, Lincoln, CA 95648, and the:

☐ Stanislaus County Superintendent of Schools,

☐ Contra Costa County Superintendent of Schools,

☑ Sutter County Superintendent of Schools,

(One box must be checked)

and the Northern California Medi-Cal Administrative Services Joint Powers Authority, having an address at 1100 H Street, Modesto, California 95354-2338.

The above-indicated County Superintendent of Schools (hereinafter referred to as the "local educational consortium" or "LEC") is a member of the Northern California Medi-Cal Administrative Services Joint Powers Authority (hereinafter referred to as "NMAS-JPA") which has been formed by the above-referenced County Superintendents of Schools in order to provide Medi-Cal Administrative Activities ("MAA") Claiming services to LEAs who contract with the above-delineated LECs for said services as set forth herein.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1, 2008, for preparing MAA claims for LEA on a quarterly basis. The quarters are the three-month periods of January through March, April through June, July through September, and October through December. The first claim shall be submitted for the July through September quarter, 2008.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, upon ninety (90) days written notice to LEC and NMAS-JPA, provided that LEA agrees to pay LEC and NMAS-JPA all fees for services provided by either LEC or NMAS-JPA through the effective date of termination.

2. FEE SCHEDULE

A. LEA shall pay the LEC quarterly according to the following fee structure:

(1) LEA shall pay to LEC, at least quarterly, an Administrative Fee equivalent to 3% of MAA quarterly paid invoices paid by the Department of Health Care Services (DHCS) to the LEA. This Administrative Fee includes the DHCS Participation Fee.

(2) LEA shall pay the LEC either a quarterly Level I fee or Level II fee as delineated herein and Exhibit A attached hereto:

B. ☑ Level I: The LEA shall pay to NMAS-JPA a flat rate. This rate is based on the average invoice amount either on LEA MAA invoice history with outside vendor or MAA activity of comparable LEA. This annual amount is $13,300.00. Equal portions representing ¼ of this total amount shall be paid at least quarterly. If the MAA program sunsets at the end of quarter three (3) of fiscal year 2008-2009, the represented three quarters (75%) of the fee must be paid in full by March 31, 2009 in order for the LEA to be reimbursed proportionally by the Department of Health Care Services (DHCS). The fee for the fourth quarter (25%) would not be charged if the program sunsets April 1, 2009.

☐ Level II: No fee by JPA as outside vendor is used.

(One box must be checked)

LEA's may elect to move from one Level to the other Level of services by providing the LEC and NMAS-JPA with ninety (90) days written notice of said election.

Should the total annual fees collected by the NMAS-JPA, from all LEAs exceed the total costs incurred by the NMAS-JPA to provide the agreed-upon services, those fees in excess of the costs will be refunded to each LEA based on each LEA's pro-rata share of MAA recovered funds as compared to MAA recovered funds for all LEA's receiving services provided by NMAS-JPA at the termination of the NMAS-JPA.

Obligations incurred as a result of this Agreement from services provided by the NMAS-JPA to the LEA remain the responsibility of the LEA whether or not MAA funds are recovered by the LEA due to no fault of the NMAS-JPA or the LEA. LEA will be invoiced for fees when MAA funds are recovered.

As a result of this fee arrangement, the LEA will be entitled to recover fifty percent (50%) of any fees charged by the NMAS-JPA as MAA reimbursable costs. Any deviation from this fee arrangement may render these costs as not recoverable through MAA reimbursement to the LEA.

LEC shall not claim reimbursement for any NMAS-JPA fees that have been claimed by LEAs through fees paid for service.

In the event LEA must repay Medi-Cal for all or part of any claim payment, NMAS-JPA will reimburse LEA for that portion of its fee related to the Medi-Cal repayment. NMAS-JPA will pay LEA within thirty (30) days of notification by LEA.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by NMAS-JPA, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by NMAS-JPA in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between NMAS-JPA and LEA, the sole and exclusive property of NMAS-JPA. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with NMAS-JPA and LEA shall remain the property of LEA.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for NMAS-JPA to perform its services hereunder shall be the sole responsibility of LEA. NMAS-JPA shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

NMAS-JPA shall be responsible for the input of all information given to NMAS-JPA by LEA in a reasonably accurate, complete and correct form provided same is provided to NMAS-JPA by LEA. Any errors, mistakes or liability in connection with the failure of NMAS-JPA to input such data, provided such data has been accurately, completely and correctly transmitted to NMAS-JPA, shall be the sole responsibility of NMAS-JPA and shall be corrected by NMAS-JPA.

3.7.3

6. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

NMAS-JPA and LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of NMAS-JPA or LEC. NMAS-JPA's or LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. NMAS-JPA or LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, NMAS-JPA shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

NMAS-JPA, LEC and LEA shall each defend, indemnify, and hold the other parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

9. OPERATING PROCEDURES

NMAS-JPA shall be responsible for the processing of all those claims for services rendered by LEA and its employees or agents, which have been turned over to NMAS-JPA for processing.

A. Services Provided: LEAs choosing to utilize NMAS-JPA services as delineated herein, shall contract with their respective LEC. The NMAS-JPA shall:

(1) Coordinate, schedule and provide necessary training to representatives of each LEA and LEC.
(2) Gather and review all MAA time surveys, reviewing survey forms to ensure that they are completed and correct and assist participating local educational consortiums or local educational agencies in obtaining corrections.
(3) Process time survey results for invoicing.
(4) Draft grid for operational plan and give direction to local educational agencies for gathering necessary audit materials for each claiming unit for each quarter.
(5) Upon request, prepare invoices for submittal to the Department of Health Services for each participating local educational agency and local educational consortium.
(6) Provide the "tape match percentage" from data submitted by local educational agencies.
(7) Assist LECs and LEAs to prepare for Center for Medicaid / Medicare Services and Department of Health Services site reviews and audits.

3.7.4

B. LEA shall:

(1) Provide NMAS-JPA, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by NMAS-JPA and as required for the successful preparation and submission of claims.

(2) Arrange for LEA staff to attend mandatory training sessions related to time study forms and oversee the completion of time study forms by staff.

(3) Provide a contact person who shall serve as coordinator for all LEA activities.

(4) Notify NMAS-JPA of any errors and/or omissions in information sent to NMAS-JPA so that NMAS-JPA may process a claim adjustment for submission to Medi-Cal.

10. GENERAL

A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.

E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.

F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. WARRANTY LIMITATION

NMAS-JPA makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

12. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of August 12, 2008 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

LEA:	**WESTERN PLACER UNIFIED SCHOOL DISTRICT**	**LEC:**	**Sutter County Superintendent of Schools**
By:	_____	**By:**	_____
Name:	Scott Leaman	**Name:**	Jeff Holland
Title:	Superintendent	**Title:**	Superintendent
Date:	_____	**Date:**	_____

NMAS-JPA

By _____

Name: **Susan Hamblin**

Title: **Director**

Date: _____

37.6

Levels of service:

Level I: ***JPA Fully Involved***

Level II: ***Outside Vendor Assisted***

	Level I (Using JPA)			***Level II (Using Vendor)***		
Operating Procedures with JPA as billing facilitator	**JPA**	**LEC Coord**	**LEA Coord**	**JPA**	**LEC Coord**	**LEA Coord**
1. Assess LEA program – ensure appropriate participation	✓	✓			✓	
2. Identify LEA MAA participants and activities	✓	✓	✓			✓
3. Generate/provide LEA Medi-Cal percentage (tape match)	✓		✓			✓
4. Develop and review audit files	✓	✓	✓		✓	✓
5. Maintain audit files and store data required to support operational plan			✓			✓
6. Provide and/or ensure time survey training	✓	✓	✓		✓	✓
7. Supply time survey training materials and survey forms	✓					
8. Provide web-based time survey form	✓					
9. Supply electronic time survey results from web-based time survey form	✓					
10. Provide fiscal training	✓	✓				
11. Supply fiscal training materials and forms	✓					
12. Review operational plan for quality assurance and compliance	✓	✓			✓	
13. Offer customer support for both program and fiscal	✓	✓			✓	
14. Prepare invoice for reimbursement	✓ (**)	✓	✓			✓
15. Review fiscal data and submit invoices to DHS for payment		✓			✓	
16. Provide invoice reconciliation	✓ (**)	✓			✓	✓

	Level I (Using JPA)			Level II (Using Vendor)		
Operating Procedures with JPA as billing facilitator	**JPA**	**LEC Coord**	**LEA Coord**	**JPA**	**LEC Coord**	**LEA Coord**
17. Process DHS invoice reimbursements, send reimbursement payments to LEAs		✓			✓	
18. Provide breakout reports to LEAs on quarterly basis, based on fiscal data	✓ (**)					

**If the LEA chooses to generate its own invoices, a fee reduction may be negotiated.

3.7.8

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:

Annual approval of District Prelist Signers

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Terri Ryland, Assistant Superintendent, Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

MEETING DATE:

August 12, 2008

BACKGROUND:

The Board of Trustees approves check signers on an annual basis. The following are the District's authorized signers for payroll prelists and B-warrant prelists:

Scott Leaman, Superintendent
Terri Ryland, Assistant Superintendent
Mary Boyle, Assistant Superintendent
Carrie Carlson, Director of Business Services

RECOMMENDATION:
Administration recommends the Board of Trustees approve the District's prelist signers.

3.8

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Approval of the contract with the Placer County Office of Education Consultant Services for Fiscal Year 2008-2009

AGENDA ITEM AREA:
Consent

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities & Maintenance

FINANCIAL INPUT/SOURCE:

Maintenance Funds

MEETING DATE:

ROLL CALL REQUIRED:

BACKGROUND:

The attached contract with the Placer County Office of Education (PCOE) is for consultant services in the areas of Storm Water Pollution Prevention Plans and Storm Water Management Plans. PCOE has offered these services as part of a consortium in order to realize cost savings from multiple participants. The total for the contracted services is $4,658.00.

RECOMMENDATION:

Staff recommends the Board approve the contract and authorize the Superintendent or his/her designee to sign the contract.

PCOE
GOLD IN EDUCATION

Gayle Garbolino-Mojica
County Superintendent of Schools

Board of Education
Dr. Kenneth Sahl
Area 1
Mr. Robert Tomasini
Area 1
Mr. Richard Colwell
Area 2
Mr. Scott Gnile
Area 3
Dr. Donald Brophy
Area 4
Mr. E. Ken Tokutomi
Area 4
Ms. Lynn M. Oliver
Area 5

Superintendent's Cabinet
Keith J. Bray
Chief Administrative Officer
Joan E. Kingery
Assistant Superintendent Business & Operations
Randi Scott
Assistant Superintendent Career Technical Education 49th R.O.P.
Renee Regacho-Anaclerio, Ed. D.
Assistant Superintendent Educational Services
Larry Mozes, Ed. D.
Assistant Superintendent Student Services
Catherine Goins
Executive Director Early Childhood Education Services
Barbara Morton
Executive Director Placer County SELPA
James L. Anderberg
Director III Information Technology & Communications



June 17, 2008

Mr. Scott Leaman, Superintendent
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

SUBJECT: 2008-2009 Agreement for Services contracted for by PCOE

Dear Mr. Leaman:

Enclosed is this year's consulting agreement between Placer County Office of Education (PCOE) and Western Placer Unified School District (District) for storm water planning services provided by Owen Psomas Engineering contracted for on behalf of the District by PCOE.

This is our second year of a 5-year Storm Water Pollution Prevention Program (SWPPP) contract executed with Owen Psomas Engineering. Please note that the second year cost of $2,615.50 is included on Attachment A. (This reflects a 2.5% fee reduction from 10% to 7.5%).

In order to provide participating districts with continued support of their Storm Water Management Plans (SWMP's), PCOE wishes renew its contract with Owen Psomas Engineering for another five-year period, 2008/09 to 2012/13. These services will be provided to the District through a PCOE contract with Owen Psomas. The table below outlines the annual cost to the District:

SWMP Fee Schedule

Fiscal Year	SWMP costs due to PCOE
2008-2009	$2,042.50
2009-2010	$2,107.00
2010-2011	$2,171.50
2011-2012	$2,246.75
2012-2013	$2,322.00
TOTAL	**$10,889.75**

The attached Agreement for Services contracted for by PCOE includes this five-year renewal for SWMP work and identifies the annual billing consistent with the table above. If the District does not wish to continue these services through this format, please contact me as soon as possible.

If you have any questions, feel free to call me at 530-889-5905. Otherwise, please complete the contract and return the white and canary copies to the Admin Services Department at 360 Nevada St., Auburn, CA 95603. Keep the pink copy with your signature. A fully executed contract will be sent to you. Thank you.

Sincerely yours,

James Anderberg

Attachments

cc: Gayle Garbolino-Mojica, Placer County Superintendent of Schools
Keith Bray, Chief Administrative Officer

AGREEMENT FOR SERVICES CONTRACTED FOR BY PCOE

This agreement ("Agreement") for consulting services offered by **Placer County Office of Education**, "PCOE", on behalf of **Owen Psomas**, "Consultant" is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer "PCOE" and **WESTERN PLACER UNIFIED SCHOOL DISTRICT** ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated **6/17/2008**.

1.0 SCOPE OF SERVICES

Consultant shall provide the following specialized consulting services to Agency: **Engineering services to assist the Agency in implementing its storm water discharge plan**. These services to be provided by Consultant may be further described in Attachment A which is attached hereto and is incorporated herein by this reference.

2.0 FEES

Agency shall pay a lump sum amount to PCOE for all specialized services set forth herein on the fee schedule described on Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement shall be as specified below the property of:

a. ☒ PCOE _____
b. ☒ Agency _____
c. ☐ Not Applicable _____

5.0 TERM

The term of this Agreement shall be from **July 1, 2008**, through **June 30, 2013**.

6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement by Agency, PCOE shall be paid the entire annual fee due the year and the year following the current year in which the Agreement is terminated.

7.0 PAYMENT

Unless established in Attachment A, PCOE will annually invoice Agency for any specialized services rendered on or before **May 1, 2009**. Agency shall pay fees to PCOE on or before **June 30, 2009**.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

Consultant is not a salaried employee of PCOE or of the Agency.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by Consultant on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that Consultant prepares on behalf of Agency.

11.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

6/19/08
Date

AGENCY

(Signature of Agency Representative)

Date

Title

AGREEMENT FOR PCOE CONSULTING SERVICES

ATTACHMENT A – SCOPE OF SERVICES AND/OR FEE SCHEDULE

CONSULTANT, as requested and authorized by the DISTRICT SUPERINTENDENT, will provide the following services for the 2008/2009 fiscal year:

Annual Storm Water Management Plan ("SWMP")

Consultant will provide the following:

- Conduct an annual storm water training workshop and advise Agency on its progress of SWMP implementation.
- Meet with Agency to discuss progress with SWMP implementation, clarify SWMP requirements and provide guidance.

SWMP Fee Schedule

Fiscal Year	SWMP Costs due to PCOE
2008-2009	$2,042.50
2009-2010	$2,107.00
2010-2011	$2,171.50
2011-2012	$2,246.75
2012-2013	$2,322.00
TOTAL	**$10,889.75**

STORM WATER POLLUTION PREVENTION PROGRAM $2,615.50
Second year of five-year contract
Includes Lab Analysis Kits

TOTAL OF CONTRACTED SERVICES FOR 2008-09 **$4,658.00**

These services will be billed annually pursuant to the pay schedule identified in Section 7.0 of the Agreement for Consulting Services.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

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2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Approve purchase of 2008 Thomas 80-Passenger School Bus

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Terri Ryland, Assistant Superintendent, Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

Insurance Moneys/Transportation Funds

MEETING DATE:

August 12, 2008

BACKGROUND:

In March 2008, one of the District's school buses was totaled in an accident. The District received approximately $84,150.00 in insurance money to replace the bus. The remainder of the purchase price of $134,840.06 will be paid from Transportation funds.

RECOMMENDATION:
Administration recommends the Board of Trustees approve the bus purchase

3.10

BUSWEST

BID FORM

HONORABLE BOARD OF TRUSTEES
Western Placer Unified School District
1400 1st Street
Lincoln, CA. 95648

DATE: July 7, 2008

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY ONE (1) OR MORE COMPLETE 80 PASSENGER SCHOOL BUS(ES) AS FOLLOWS:

CHASSIS MAKE: THOMAS MODEL: 141YS YEAR OF MANUFACTURE: 2009
WHEELBASE: 277 INCHES ENGINE: CUMMINS ISC HP: 285
BODY MAKE: THOMAS MODEL: SAF-T-LINER HDX CAPACITY: 80
TRANSMISSION: ALLISON 3000 PTS
DELIVERY DATE: 180 -210 DAYS ARO

SUBJECT TO PRIOR SALES: YES ___ NO X

CASH PURCHASE PRICE	$125,725.00	TAX EXEMPT	$0.00
SALES TAX 7.250%	$9,115.06	TAXABLE	$125,725.00
TOTAL	$134,840.06 EACH		

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS ESTABLISHED BY THE SCHOOL BOARD AND GUARANTEE THIS BID TO BE IN ACCORDANCE THERETO. ABOVE PRICE INCLUDES ALL DEALER PREP., PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. SCHOOL DISTRICT, AND DOCUMENTATION FEE.

BY: *Tom Scheidt*
Tom Scheidt SALES REPRESENTATIVE

QUOTE IS GOOD FOR THIRTY (30) DAYS

REFERENCE: 204334

Carson – Main Headquarters
21107 South Chico St. Carson, CA. 90745
Sales Toll Free: (800) 458-9199 Main: (310)984-3900 Fax: (310 984 -3996
Parts Toll Free: (866)707-7800 Fax: (310) 984-3994
www.buswest.com

Caruthers
16644 S. Elm Ave,. Caruthers, CA. 93609
Main: (310) 984-3279 Fax: (559) 644-1094
Sacramento:
210 North East St., Woodland, CA. 95776
Call: (424) 210-3020

3.10.1

Customer Quotation

Prepared For:

WESTERN PLACER U.S.D.
1400 1ST ST
LINCOLN, CA 95648

Prepared By :
BusWest
16644 S. Elm Ave
Caruthers, CA. 93609
310-984-3947 559-644-1094

Quote Number:	Quote Date:	Customer Order No:
204334	7/7/2008	80 pax

Model Profile: Saf-T-Liner HDX 141YS

Product Type:	School Transportation
Year:	2009
Chassis Model:	CHSY
Chassis MFG:	THOS
GVWR:	37,600
Passenger Capacity:	80
Headroom:	78
Wheelbase:	277
Brake Type:	AIR W/REAR SPRING SUSPENSION (
Engine Type:	CUMMINS ISC285 DIESEL, 6 Cyl, 285 HP, 2200 RPM
Fuel Type:	DIESEL
Fuel Tank Capacity:	100
Transmission Type:	ALLISON 3000 PTS TRANSMISSION - CUMMINS ISC-285 (HDX)
Axle, Front:	AAC FRONT AXLE - 14,600 LB. VERSUS STANDARD, 14600-lb Capacity
Axle, Rear:	23,000
Tires, Front:	MICHELIN 12R22.5 16(H) PLY XZE LRH
Tires, Rear:	MICHELIN 12R22.5 16(H) PLY XZE LRH
Suspension Front:	SPRING
Suspension Rear :	REAR SPRING - 23K RADIUS LEAF

Includes the Following Equipment:

Meets all FMVSS requirements in effect at the time of manufacture.

Customer Signature: _____ **Date:** _____

Dealer Signature: _____ **Date:** _____

**Detailed Specification Attached*

3.10.2

Optional Equipment - Body:

1 [A000000019] SYNTEC SUP COMP ST&TBB INSTALL
1 [A00000L000] SURCHARGE-RAW MATERIAL (STEEL)
1 [A200100000] PDI IDENTIFIER
1 [B103609006] POLYURETHANE PAINT - WHITE ROOF, VEHICLES MEASURING 30'- 39'
1 [B115302001] PAINT WINDOW LEVEL GUARD RAIL A DIFFERENT COLOR,30'-39' BODY
1 [B115302002] PAINT SEAT LEVEL GUARD RAIL A DIFFERENT COLOR, 30'-39' BODY
1 [B115302003] PAINT FLOOR LEVEL GUARD RAIL A DIFFERENT COLOR, 30'-39' BODY
1 [B115302004] PAINT SKIRT LEVEL GUARD RAIL A DIFFERENT COLOR, 30'-39' BODY
1 [B129003000] FRONT HOOD PAINTED YELLOW - SAF-T-LINER
1 [B132401000] PAINT STANDARD SASH FLAT BLACK
1 [B134500000] DELETE BLACK EYES
1 [B135000000] INTERIOR BLUE
1 [B144003001] DECAL - ENGINE DOOR "STOP WHEN RED"
1 [B145030000] LETTERING "SCHOOL BUS" FRONT HOOD
1 [B145031000] LETTERING "SCHOOL BUS" REAR HOOD
1 [B145502000] LABEL EPA 2007 ENGINE WARNING LIGHTS - ENGLISH
2 [B147508000] YELLOW REFLEXITE-PERIMETER OF PUSHOUT SASH (28.5" HIGH SASH)
1 [B147511000] YELLOW REFLEXITE - PERIMETER OF EMERG DOOR, 24" W (78" HR)
1 [B147513000] YELLOW REFLEXITE - PERIMETER OF REAR PUSHOUT WINDOW
1 [B147535000] WHITE-REFLECTIVE TAPE-PERIMETER ROOF ESCAPE HATCH (PROLO)
1 [B148005000] ARROW-EXT LS EMERG DR BLACK
1 [B150509017] SOLID BLACK STEP TREADS,WHITE NOSING-FRONT ENTRANCE DOOR
1 [B151005000] STEP RISER COVER - FRONT ENTRANCE DOOR
1 [B151109000] ENTRANCE DOOR STEPWELL - 15" DEEP FIRST STEP
1 [B152400141] ALUMINUM AISLE STRIPS
1 [B153515141] BLACK KOROSEAL FLOOR COVERING WITH 13" CENTER AISLE
1 [B158000141] PLYWOOD FLOOR - 5/8" THICKNESS
1 [B161101141] TINTED TEMPERED GLASS - COMPLETE (28.5" HIGH ALUM SPLT SASH)
1 [B162009000] TINTED WINDSHIEDL WITH 5" BAND FOR MVP-ER, ER TRANSIT
1 [B164406000] TINTED TEMPERED PUSHOUT SASH-LEFT SIDE (28.5" HIGH SPL SASH)
1 [B164407000] TINTED TEMPERED PUSHOUT SASH-RIGHT SIDE (28.5" HI SPLT SASH)
1 [B165002000] GAS SPRINGS - EIGHT (8)
1 [B202001000] FIRE EXTINGUISHER - 5 LB.
1 [B2050CA000] KIT - FIRST AID, 24 UNIT, COMPLIES W/CALIFORNIA STATE SPECS
1 [B2060US000] KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
1 [B209004000] REFLECTORIZED TRIANGLES-(3) IN OVERHEAD STORAGE COMPARTMENT
1 [B216010000] TWO(2)DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
1 [B230000000] AIR HORN - BENEATH FLOOR
1 [B231010000] BACK-UP ALARM - 97DB
1 [B243001000] SUN VISOR - CALIFORNIA
1 [B259205000] CELLULAR PHONE POWER OUTLET REAR WALL OF SWITCH CABINET
1 [B260305008] PREMIUM SPEAKERS - EIGHT (8)
1 [B260401401] RADIO - AM/FM WITH CD PLAYER AND PAGE (HDX)
1 [B287599999] CROSSVIEW MIRROR INCLUDED IN REARVIEW MIRROR ASSEMBLY
1 [B289003000] ROSCO INTEGRATED STYLE - REMOTE CONTROL HEATED MIRROR
1 [B293500000] ELECTRIC STOP SIGNAL - REAR ONLY
1 [B302004000] BREAKERS - MANUAL RESET
1 [B307202000] COURTESY LIGHT - EXTERIOR ELECTRICAL ACCESS DOOR
1 [B308004012] COMPARTMENT LIGHTS(4)-69"/95"/125" THROUGH,DELUXE COMPART
1 [B311000000] PILOT LIGHT/BUZZER
1 [B320103000] LIGHTS - DOME, ADDITIONAL, LOCATED IN 3RD WINDOW SECTION
1 [B320106000] LIGHTS - DOME, ADDITIONAL, LOCATED IN 6TH WINDOW SECTION
1 [B320108000] LIGHTS - DOME, ADDITIONAL, LOCATED IN 8TH WINDOW SECTION
1 [B320111000] LIGHTS - DOME, ADDITIONAL, LOCATED IN 11TH WINDOW SECTION
1 [B322200000] DOME LIGHTS WIRED TO BATTERY
1 [B323000000] DRIVER'S DOME LIGHT
1 [B325000000] DOME LIGHT SWITCH
1 [B329000000] STEP LIGHT SWITCH
1 [B333108000] 7" LED DIRECTIONAL LIGHTS - FRONT
1 [B336002000] LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
1 [B339302000] LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
1 [B339401000] LAMPS-4" BACKUP LED
1 [B342016000] DIRECTIONAL LIGHTS - SIDE, AMBER, LED
1 [B357003000] EXTENDED LENGTH WARNING LIGHT VISORS (CALIFORNIA)
1 [B358227000] HALOGEN 8-LIGHT WARNING SYSTEM
1 [B364020100] LED CLEARANCE/MARKER LIGHTS - SAF-T-LINER
1 [B367003000] CLUSTER/MARKER LIGHTS SWITCH - CONNECTED TO BATTERY

3,103

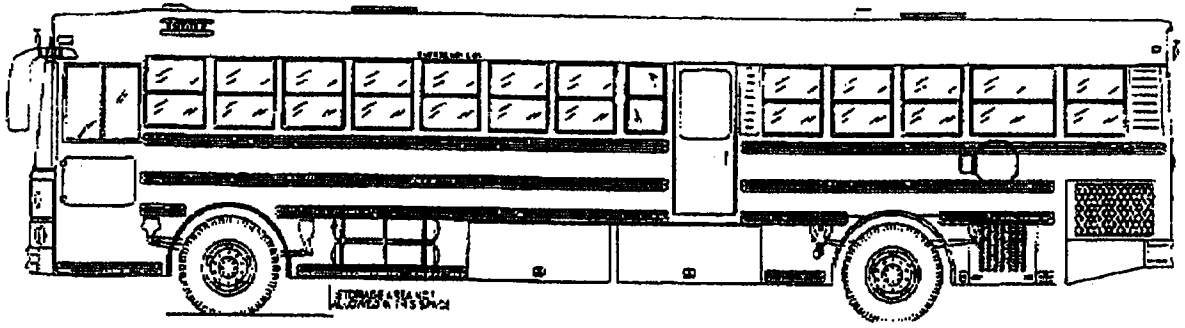
1	[B383300000] NOISE SUPPRESSION SWITCH
1	[B384002000] LUGGAGE COMPARTMENT LIGHT SWITCH (2) THRU, DELUXE, 95"/125"
1	[B411111000] CONSTANT TORQUE CLAMPS - STANDARD HEATER
1	[B411330000] HEATER SHUT-OFF VALVES - BALL TYPE - ENGINE COMPARTMENT
1	[B412007030] 50,000 BTU HEATER - 7TH SECTION LEFT SIDE
1	[B415101000] SERIES HEATER CONNECTION - REAR HEATER ONE(1)
1	[B420601000] CONSTANT TORQUE CLAMPS - ONE (1) REAR UNDERSEAT HEATER
1	[B429001000] SIDE EMERGENCY DOOR RAMP - 24" WIDE DOOR
1	[B518206000] VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
1	[B518602000] VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
1	[B518800000] VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
1	[B525236002] ROOF HATCH-SPECIALTY PROLO - WHITE(W/O BUZZER) ENGLISH (2)
1	[B531000141] 78" HEADROOM
1	[B533603141] ACOUSTIC HEADLINING - COMPLETE WITH POLYESTER INSULATION
1	[B537000000] COVER LOCK
1	[B537003000] LOCK - BATTERY BOX DOOR
1	[B548801000] BRACKET - MOUNTING, LICENSE PLATE, FRONT
1	[B552300000] PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
1	[B560000000] SEALING, EXTERIOR JOINT EDGE
1	[B566001000] MUD FLAPS - FRONT, RUBBER, 19.5" W WITH LOGO
1	[B566006000] REAR RUBBER MUD FLAPS 22.5W W/O LOGO
1	[B570601000] BUMPER - REAR, ANTI-RIDE
1	[B571001000] FENDERETTES - FOUR (4)
1	[B575513000] ASSIST RAIL - EXTRA, OUTWARD OPENING ENTRANCE DOOR
1	[B583001000] CERTIFICATE HOLDER - 6" X 9"
1	[B583105000] SPECIAL DATA LABEL(S) - CALIFORNIA
1	[B596800000] LUGGAGE COMPARTMENT - THROUGH, DELUXE, 125"
1	[B599039000] DELUXE BATTERY ROLL-OUT TRAY
1	[B599309002] BODY ADJUSTMENT-INTEG LAP&SHLD DAVEN F/DIESEL ENGINE - HDX
1	[B599309004] BODY ADJUSTMENT - STANDARD BATTERY BOX RIGHT SIDE - HDX
1	[B599332000] BODY ADJUSTMENT - ISC 2007 ENGINE
1	[B599900001] APPLICATION - SCHOOL
1	[B610000096] ELR SHOULDER BELT/ALR LAP BELT FOR DRIVER
1	[B610400096] COVER-AIR SUSPENSION PEDESTAL FOR THOMAS DRIVER'S SEAT
1	[B610400177] AIR SUSPENSION PEDESTAL W/TWO SHOCKS-THOS DRV'S ST W/ADJ BK
1	[B610401000] THOMAS DRIVER'S SEAT WITH ADJUSTABLE SEAT BACK
1	[B620001077] BARRIER STORAGE POUCH, RIGHT SIDE AT ENTRANCE DOOR
1	[B620039090] KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
1	[B620039091] KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,LT SIDE
1	[B621539200] 39" BARRIER-VERTICAL, WALL MOUNT,45"H W/RECESSED BACK, RIGHT
1	[B621739000] 39"8-DEGREE REVERSE WALL-MOUNT 45"H BARRIER W/RECESSED BK,LT
4	[B623000060] PASSENGER SEAT TO FLOOR FASTENERS - CALIFORNIA, NEW YORK
13	[B623606005] SAFEGUARD LAP/SHOULDER SEAT BELT FLEXSEAT-2LG,RS,COL BLUE
11	[B623606006] SAFEGUARD LAP/SHOULDER SEAT BELT FLEXSEAT-2LG,LS,COL BLUE
1	[B623906400] 37 1/2"LS/37 1/2"RS(2/2)INT LAP/SHLD DAV NO ISO/ICS-COL BLU
1	[B624706106] 37 1/2"IMMI 4LEG,LS,COL BLUE-W/SHLD&LAP BELT W/O ISO LATCH
1	[B625906106] 37 1/2"IMMI FLIP-LS,COL BLUE-W/SHLD&LAP BELT, W/O ISO/ICS
2	[B660006121] COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
1	[B660050307] BLACK FABRIC UPHOLSTERY-THOMAS HI BACK DRIVER'S SEAT
1	[P608000000] CALIFORNIA PACKAGE

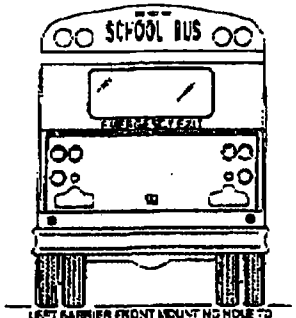
3.10.4

Optional Equipment - Chassis:

1	[C114900000] REMOTE AIR RESERVOIR DRAINS - RIGHT SIDE
1	[C116008000] AIR DRYER - BENDIX AD9 WITH HEATER - CUMMINS ISC (HDX)
1	[C135108000] LEECE-NEVILLE 200 AMP ALTERNATOR-PAD MOUNTED-CUM ISC (HDX)
1	[C136008000] AAC FRONT AXLE - 14,600 LB. VERSUS STANDARD
1	[C145135000] AXLE - REAR, AAC 23K, 5.22 RATIO
1	[C160500000] OIL LUBRICATION SEALS
1	[C160600000] OIL LUBRICATION SEALS-REPLACEABLE
1	[C182108000] TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX, CUMMINS ISC
1	[C184501001] CIRCUIT BREAKERS-MANUAL RESET - HDX
1	[C206101000] AIR BRAKES - 8 5/8" REAR BRAKE, 6" FRONT BRAKE (HDX)
1	[C207035000] ANTILOCK BRAKES - MERITOR/WABCO (HDX)
1	[C221108000] CRUISE CONTROL - HDX (CUM ISC)
1	[C221908000] ADJUSTABLE PEDAL SYSTEM - HDX (CUM ISC)
1	[C242516285] CUMMINS ISC-285 ENGINE (HDX) - 2007 EMISSIONS
1	[C336504000] 100 GALLON FUEL TANK, BETWEEN THE RAILS, RIGHT HAND FILL
1	[C340007277] CHASSIS FRAME RAIL - REG. STRENGTH (50KSI) HDX (277"WB)
1	[C340202000] STEPWELL GUARD (HDX)
1	[C340500000] TOW HOOKS, FRONT - TWO (2)
1	[C363002000] OIL PRESSURE GAUGE - ENGINE COMPARTMENT (HDX)
1	[C365003000] TRANSMISSION TEMPERATURE GAUGE (HDX)
1	[C366001000] VOLTMETER - ENGINE COMPARTMENT (HDX)
1	[C367308277] MAIN HARNESS-ISC 2007 EPA 277"
1	[C371108277] TRANSMISSION/ABS HARNESS - 3000PTS/R WABCO - (CUM ISC 277")
1	[C436001000] REAR SPRING - 23K RADIUS LEAF
6	[C532000000] MICHELIN 12R22.5 16(H) PLY XZE LRH
1	[C597100000] TIRE BALANCING
1	[C602804755] ALLISON 3000 PTS TRANSMISSION - CUMMINS ISC-285 (HDX)
6	[C656001001] ACCURIDE DISC WHEEL - 8.25 X 22.5 (CHROME YELLOW) 2-HOLE
1	[C656703000] STUD-PILOTED WHEELS - 23K (HDX)
1	[C7-WAG-002] TOWING EXTENDED WARRANTY - 1 YEAR/UNLIMITED

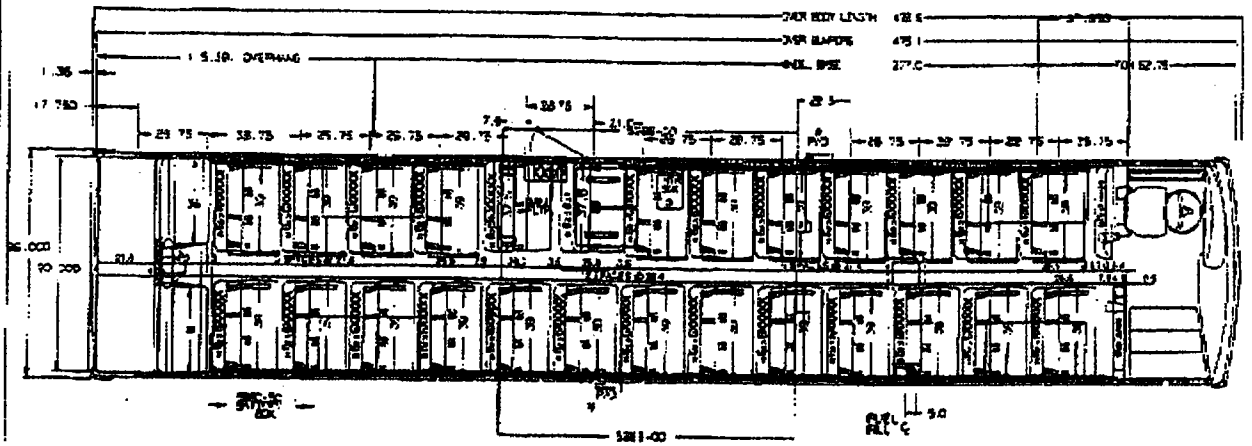
3.105

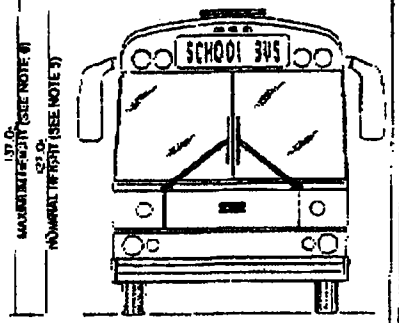




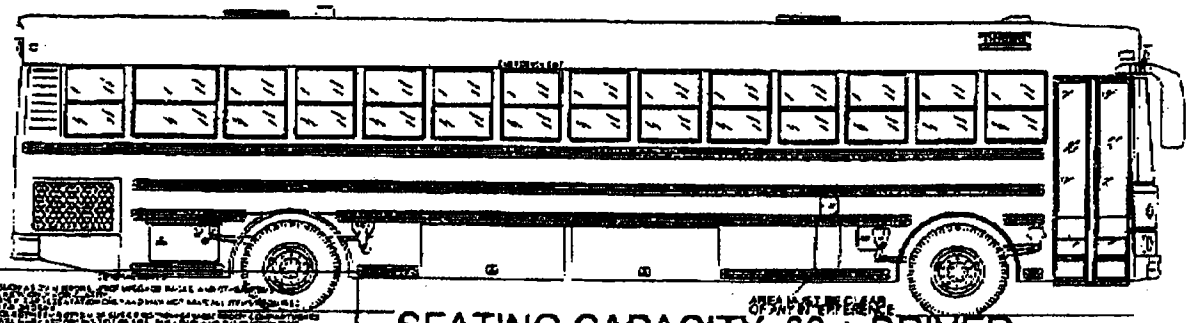
LEFT BARRIER FRONT MOUNT NO HOLE TO FIRST SEAT FRONT MOUNTING HOLE = 3.1

RIGHT BARRIER FRONT MOUNT NO HOLE TO FIRST SEAT FRONT MOUNTING HOLE = 3.1





NOTES:
UNIT EQUIPPED WITH PLYWOOD FLOOR
* INDICATES RD WINDOW - REWARD FACING HANDLE



Model: Saf-T-Liner HDX
Unit is Ordered: 1
Order Number: N/A
Quote Number: 199451
Locality: CA
Build Date: N/A

SEATING CAPACITY: 80 + DRIVER

THOMAS BUILT BUSES, INC

PLAN AND ELEVATION
BODY 141YS

S 291040

3.10.6

JUL-01-2009 11:29 FROM:BUSNEDI

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:

Approve purchase of 2008 Collins Super Bantam 24-Passenger School Bus

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Terri Ryland, Assistant Superintendent, Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

Transportation Funds

MEETING DATE:

August 12, 2008

BACKGROUND:

In order to accommodate an increased number of Special Education students, the District must purchase an additional 24-passenger bus at a cost of $54,356.00.

RECOMMENDATION:
Administration recommends the Board of Trustees approve the bus purchase

3.11

All the Best from A-Z BUS SALES, INC. An employee owned company.

Dave Anderson
3418 52nd Avenue
Sacramento, CA 95823
Cell: 916-254-9441
Fax: 916-391-1093
danderson@a-zbus.com
Web http://www.A-ZBus.com

Vehicle Quotation

d39652.5466907407

Customer: Western Placer USD
Address: 810 J Street
Lincoln, CA 96007

Date: Monday, July 23 2008
Attn: Mark DeRossett
Phone Number: 916-645-6346
Fax Number: 916-

P.O.#: Pending **Quantity:** 1 or more
New: X **Gas:** X
Chassis Model: 2008 Collins Super Bantam
Body Model: 2008 Bluebird All American
Wheelbase: 159"
Capacity: 24 Passenger
Rows: See Below
Headroom: 74"
Seats: 3 Point Lap & Shoulder Belts
Delivery: ARPO: APPROX 30 DAYS OR LESS

Base Vehicle

Base price for Chevy Super model 5 section +8" for 159" wheelbase, DRW 159" WB, 6.0L gas engine, OEM A/C, 12300# GVWR, for 2008 chassis

Spec

Spec, FMVSS "School Bus" >10,000# GVWR, driver plus 10 or more passengers (wheelchair positions counted as 4 passengers), may be used to transport students to or from school.

Model

Core components, Chevy Super model 5 section +8" for 159" wheelbase. Standard floor (with wheel wells), 76.5" interior headroom, 24"X80" entrance door, 95.5" overall width, all-galvanized-steel construction, 2008.

Chassis

Chassis Chevy DRW 159" WB, 6.0L gas engine, OEM A/C, yellow paint, 12300# GVWR, 2008

Chassis OEM Options

General Motors California Emissions (May require special order chassis)

Battery Mounting

Battery tie-in for Chevy gas units GSX58. Battery held in a battery box with slide out tray with lockable door.

Bumper, Rear

Bumper 10" x 3/16 steel channels DRW, wrap around extending forward at least 12" w/protecting end caps, with relief hole for exhaust pipe to pass thru.

Door, Entrance

Door, entrance glass, tempered

Door, Entrance Control

Door entrance control, electric mechanism above door header, for glass doors, driver control panel mounted in doghouse, Chevy HX units.

3.11.1

All the Best from A-Z BUS SALES, INC.

Dave Anderson
3418 52nd Avenue
Sacramento, CA 95823
Cell: 916-254-9441
Fax: 916-391-1093
danderson@a-zbus.com
Web http://www.A-ZBus.com

Vehicle Quotation

d39652.5466907407

Terms:		Unit Price:	$50,681.59
Accepted:		Taxable Amount:	$50,681.59
By:		7.25% Sales Tax:	$3,674.41
Date:		License:	$0.00
By: Dave Anderson		Total - FOB:	$54,356.00
A-Z Bus Sales, Inc.		Deposit:	
		Balance Due:	$54,356.00

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

The differential balance amount can be deferred with no pre-payment penalty. (CEC, AQMD, AP or SSDA funding minus total balance due price)

Bus purchase is available with deferred payments for 1 year.
Term lease options are available up to 5,7 and 10 years.

This is also the "published piggyback bid" price. The piggyback bid can be utilized by your school district.

3.11.2

REPORTS

AND

COMMUNICATION

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
2008-09 Inter-district Report

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

Update Board of Trustees on the amount of inter-district transfers that have been approved to date.

RECOMMENDATION:

Report only.

wp/rk/factform

08/09 Interdistrict Report						
Granted Total:			290		Granted Employment	113
					Granted Other	170
Denied Total:			41		Appeals	7
Total :			329		Total Percentage Approved:	88.15%
Del Oro	29					
Whitney	93					
8-Jul						

5
1.f

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
First Street School Status re Program Improvement, New Attendance Boundaries, and Expanded GATE Program

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Mary Boyle

ENCLOSURES:
Handouts at Meeting

DEPARTMENT:
Educational Services – Staff Development

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:

August 12, 2008

BACKGROUND:

First Street School has completed its required two years of "Year 1" Program Improvement. Initial 2008 STAR testing scores indicate that the school has made significant improvements in student achievement during the 2007 – 2008 school year. However, it is not clear at this time whether First Street School will have met the requirements to exit Program Improvement as District and School API's and AYP's are not available until late August.

Many families of children attending other WPUSD schools have applied for enrollment into First Street School's GATE/High Achiever Elementary Academy. The response to this program has been phenomenal and as many requests were approved as possible while staying within our budget constraints. Unfortunately, not all requests could be accommodated.

Some First Street School families have applied for Intra-District Transfers out of the school. Transfer requests for students who were completing their elementary educations in grades 4 and 5 at other WPUSD schools, and their younger siblings, are being approved. All First Street School families are receiving a letter explaining the status of the school relative to Program Improvement. Should First Street School remain in Program Improvement, remaining requests for transfer will be honored.

RECOMMENDATION:

None. Information only.

5.5.1a

First Street School
STAR Test Scores 2004 - 2008
Language Arts / Math

LOOK FOR: 1) Trends within same grade level over time (going across cells); 2) Differences between grade levels over time (going down cells); 3) Cohort group scores from one year to next (going diagonally down); 4) Differences between subgroups. (** indicates there were <11 students testing so there are no valid results for that grade level.)

English Language Arts

% Proficient/Advanced

All Students; All Subgroups

Grade	2004	2005 (TBES Opened)	2006 (TRES Opened)	2007	2008	Increase 2004 - 2008	Increase 2007 - 2008
2 ALL	15	25	12	33	24	9	-9
3 ALL	29	24	32	14	39	10	25
4 ALL	31	44	31	44	49	18	5
5 ALL	43	39	36	36	49	6	13
2 Hispanic	2	9	6	26	14	12	-12
3 Hispanic	9	4	21	10	19	10	9
4 Hispanic	18	19	12	30	36	18	6
5 Hispanic	21	22	15	17	31	10	14
2 EL>12 Mo	7	9	6	23	15	8	-8
3 EL>12 Mo	3	10	14	7	16	13	9
4 EL>12 Mo	14	9	11	8	24	10	16
5 EL>12 Mo	6	11	0	3	13	7	10
2 Econ Dis	7	11	7	33	19	12	-14
3 Econ Dis	0	9	25	9	22	12	13
4 Econ Dis	14	20	17	33	37	23	2
5 Econ Dis	25	20	18	19	29	4	10
2 Disabilities	**	**	**	**	0	#VALUE!	#VALUE!
3 Disabilities	0	18	0	0	12	#VALUE!	#VALUE!
4 Disabilities	**	**	**	**	**	#VALUE!	#VALUE!
5 Disabilities	**	0	**	**	29	#VALUE!	#VALUE!

5.5.1.a.1

First Street School
STAR Test Scores 2004 - 2008
Language Arts / Math

LOOK FOR: 1) Trends within same grade level over time (going across cells); 2) Differences between grade levels over time (going down cells); 3) Cohort group scores from one year to next (going diagonally down); 4) Differences between subgroups. (** indicates that there were <11 students testing so there are no valid results for that grade level.)

Mathematics

% Proficient/Advanced

All Students; All Subgroups

Grade	2004	2005 (TBES Opened)	2006 (FRES Opened)	2007	2008	Increase 2004 - 2008	Increase 2007 - 2008
2 ALL	34	55	28	53	42	8	-11
3 ALL	37	44	51	42	65	28	23
4 ALL	27	41	34	53	69	42	16
5 ALL	26	19	32	28	63	37	35
2 Hispanic	21	49	21	46	39	18	-7
3 Hispanic	15	17	44	39	53	38	14
4 Hispanic	16	22	18	50	63	47	13
5 Hispanic	15	8	13	15	46	31	31
2 EL>12 Mo	24	54	22	47	39	15	-8
3 EL>12 Mo	13	19	46	35	48	35	13
4 EL>12 Mo	17	15	13	41	55	38	22
5 EL>12 Mo	3	3	0	9	37	34	28
2 Econ Dis	28	49	23	49	38	10	-11
3 Econ Dis	13	26	47	37	50	37	13
4 Econ Dis	20	32	17	51	63	43	12
5 Econ Dis	18	8	20	15	44	26	29
2 Disabilities	**	**	**	**	0	#VALUE!	#VALUE!
3 Disabilities	**	45	**	**	34	#VALUE!	#VALUE!
4 Disabilities	**	**	**	**	33	#VALUE!	#VALUE!
5 Disabilities	**	0	**	**	29	#VALUE!	#VALUE!

5.5.1a.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Summer Staff Development Programs Update

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Mary Boyle

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services – Staff Development

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:

August 12, 2008

BACKGROUND:

WPUSD presented, sponsored and cooperated with several summer training programs for its teachers, including "Classrooms in Action", "Houghton Mifflin – A Focused Approach", "Teaching American History", "The Rigorous Instruction in Mathematics (RIM) Project", and "CELDT Training".

Additionally, many teachers attended summer classes and trainings to further their education and to prepare for the coming year.

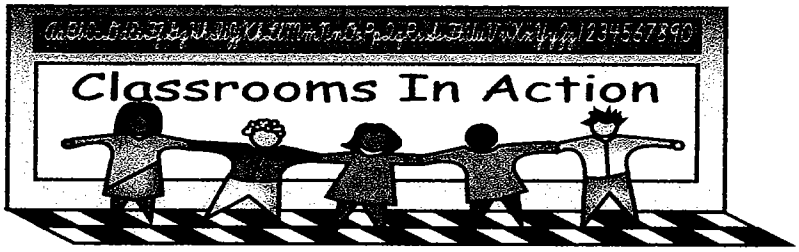
RECOMMENDATION:

None.

wp/rk/factform

5.5.1 b

Nancy Craig Presents...



Summer Teacher Institute

Differentiating Instruction for Academic Success

(Eight Observation Classrooms)

The Classrooms In Action Summer Institute is designed to help educators develop a level of expertise in planning and implementing differentiated instruction. DIFFERENTIATION is a broad term referring to the process of modifying curriculum and instruction in response to the individual differences (in readiness levels, interests and learning profiles) among the students' we serve. This institute recognizes the importance of providing teachers the opportunity to observe this process "in action." Master teachers demonstrate specific strategies that can be applied across disciplines and grade-levels. All instructional units are standards-aligned and use state-approved core materials.

What Will Be Offered?

- Opportunities to observe model lessons taught by master teachers, grades 2-7th
- Basic principles for setting up and managing differentiated classrooms
- Strategies for modifying instruction for all learners, including EL, LD, and GATE
- PM breakout sessions that offer participants the opportunity to personalize their learning experience by self-selecting from a variety of topics.

Optional Academic Credit

Fresno Pacific University will offer two semester units for an additional fee of $114. Register on the first day of the institute. (No additional coursework is required. *Attendance at this institute will fulfill the first required course for the Professional Sequence Certificate in Gifted and Talented Education, Differentiation I, accredited through FPU & the Capitol Region GATE Consortium. *Students who have already taken Differentiation I with Nancy Craig are still eligible for the additional 2 semester units under a different course number.

Monday-Friday, 8:00 am-2:30 pm

August 4-8, 2008, sponsored by Western Placer Unified School District, COST: $475.
Twelve Bridges Elementary School, 2450 Eastridge Drive, Lincoln, CA 95648

Registration form on back...

5.5.1.b.1

Summer Teacher Institute, 2008

Differentiating Instruction for Academic Success

***Monday-Friday, 8:00 am-2:30 pm, institute over at 12:30 pm on Friday**

August 4-8, 2008, sponsored by Western Placer Unified School District, COST $475.
Twelve Bridges Elementary School, 2450 Eastridge Drive, Lincoln, CA 95648

Name
Address City: State: Zip code:
Phone Number (Provide home or cell number for communication during summer months)
E-Mail (Home E-mail account required for summer confirmation and updates.)
School District ☐ I have ☐ I have not taken Differentiation, Level I from Nancy Craig
Grade Level (used for ordering materials - please be specific - we can only provide one grade level)

Participant Registration fee: $475. *includes binder & all materials, **does not include lunch*
Method of payment:

1. Personal check # _____
2. District purchase order # _____

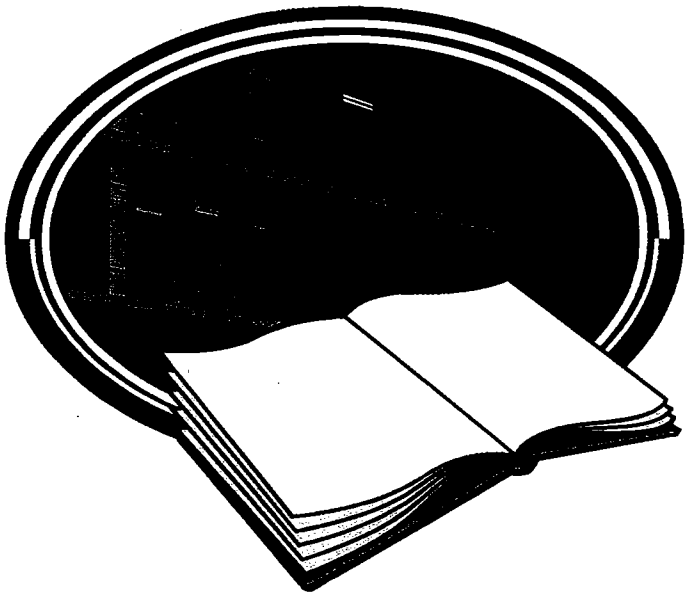
Send personal checks or copy of PO with registration form to:
Classrooms in Action, C/O Dr. Barbara Branch
1282 Hawthorne Lane
Lincoln, CA 95648

Or fax copy of registration form & PO to 916-543-8219

NOTE: You may submit your registration with a district purchase order or with promise of purchase order to be generated by July 1 if using next year's budget funds. We will follow up with an invoice.

Direct questions to: Dr. Barbara Branch, (916) 543-8219 or drbabs@starstream.net

5.5.16.2



Houghton Mifflin Focused Approach

For Teachers K-5
August 11th and 12th and Saturday, October 11, 2008
At Twelve Bridges Middle School
From 8:30 a.m. until 3:30 p.m.
Fill out this registration form and send to Lynn Kelso at the District Office as soon as possible.—Space is limited!

Name: _____

School _____ Grade taught _____

Only register if you can commit to attending all three days. Hourly pay is available six hours. This class is limited to 20 participants. If the class is not filled by May 30th, it will be opened up to teachers from surrounding districts.

5.5.1b.3

PCOE Teaching American History



Visions of Freedom: Perspectives On Early American History

5-Day Summer Institute
June 23 – 27, 2008
Granlibakken Resort, Lake Tahoe

Today we associate the age of the American Revolution with declarations of independence and the future of representative government, but for those living through the war and its aftermath, it was an age of violence and uncertainty. As leaders in colonial governments and their supporters prepared to fight to protect their interests, thousands of Loyalists—both white and black—saw greater possibilities for their own through service to England. In the Summer Institute, we will consider how the Constitution defined citizenship and freedom at the expense of slaves and others who struggled against great odds to claim greater liberty for themselves and their families. As the nation grew, and many used "freedom" as a rallying cry for westward expansion, the Constitution remained a focal point of debate over America's boundaries. We will also consider how, with the growth of sectionalism in the nineteenth century, Northerners, Southerners, and Westerners of all kinds used the Constitution and ideas about the American Revolution as they claimed legitimacy for their particular vision for America's future.

Participants will work with historians to explore topics such as:

- Ideas and understandings about **freedom** throughout early American history
- The conflicts and compromises that produced the **US Constitution**
- The impact of **immigrants** and minority groups
- The **role of women** and issues of gender in early America

Participants will work collaboratively with other educators to:

- Examine strategies to engage students in **interactive instructional activities**
- Effectively find and utilize **primary source** materials
- Design lesson plans in **collaborative teams**
- **Observe and revise** the lessons based on team feedback

We are very excited to offer participating teachers the following incentives:

- **$800 stipend** for completing the 5 day (including 3 evening programs) summer institute
- **Lodging** for teachers outside the Tahoe area provided by grant (4 nights, double occupancy)
- **Continuing Education Units** may be purchased (please check individual district policies)
- Up to **4 paid substitute days** during Fall 2008 to teach, observe and revise lessons
- Variety of **primary source materials** and other resources for classroom use

Contact Roni Jones at rjones@placercoe.k12.ca.us or (530) 889-5990
with any questions about this great opportunity.
Submit registration form to Roberta Svetich at rsvetich@placercoe.k12.ca.us or Fax: 530-889-5910.

PCOE
GOLD IN EDUCATION

5.5.1b.4

SPONSORED BY GAYLE GARBOLINO-MOJICA, SUPERINTENDENT OF PLACER COUNTY SCHOOLS

The Rigorous Instruction in Mathematics (RIM) Project

A partnership of the California State University Sacramento - Mathematics Project, Placer County School Districts, and the Placer County Office of Education

☐ I am interested in participating in the Placer County Rigorous Instruction in Mathematics Project. I understand that this is a three year research project that requires that I teach Algebra Readiness (7th grade standards) or Algebra I each year and participate in summer professional development, coaching and lesson study.

10-Day Summer Institute - June 16-27, 2008
Location - California State University, Sacramento

Name: _____

School Site: _____ School District: _____

Home Phone: (___) _____ School Phone: (___) _____

E-mail School: _____

E-mail Home: _____

Current grade level/math courses taught: _____

For further information, please contact
Renee Regacho-Anaclerio at ranaclerio@placercoe.k12.ca.us

RECOMMENDATION:

_____ _____
Principal or District Administrator Signature Date

All RIM expenses, including a $1,500 teacher stipend, and all coaching costs are paid through grant funding. Districts must provide substitutes for release time during lesson study. All teacher applicants will be invited to an orientation/information meeting in April, date TBD.

Space is limited to 30 teachers - Register Early
Please return to: Ruth Hardin, Educational Services
Placer County office of Education
360 Nevada Street Auburn CA 95603
Fax 530.889.5910 or rhardin@placercoe.k12.ca.us

PCOE
GOLD IN EDUCATION
Gayle Garbolino-Mojica
County Superintendent of Schools

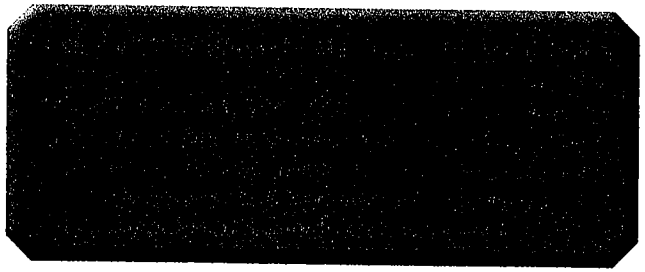
5.5.165

The Challenge:

During the 2006-2007 School year in Placer County...



- 60.9% of eighth grade students were enrolled in Algebra, and 51% of these students scored proficient or above.
- One third of eighth grade students were enrolled in Pre-Algebra, and only 25% of these students scored proficient or above.
- 27% of students enrolled in Algebra in 9th grade scored proficient or above, and of those who were enrolled in Algebra in tenth grade, only 11% scored proficient or above.



RIM Goals

- Provide teachers with a deeper understanding of the Algebra and Algebra readiness content they teach.
- Increase teachers' ability to involve students in mathematical problem solving using engagement strategies and questioning.
- Increase teachers' ability to use data from student responses, work, and assessments to inform instruction.
- Increase teachers' ability to engage students in lessons, and increase student understanding through the use of new instructional strategies.
- Increase the quality of teacher questions and evidence of student understanding.
- Increase by 10% the percent of students scoring proficient in Algebra I at each grade level.
- Increase by 5% the enrollment of high school students in higher level courses from year to year.

For additional information please contact:
Renee Regacho-Anaclerio
Assistant Superintendent - Educational Services
Placer County Office of Education

530.889.5912
or email
ranaclerio@placercoe.k12.ca.us

The Rigorous Instruction in Mathematics (RIM) Project

A Partnership of the California State University Sacramento, Placer County School Districts, and the Placer County Office of Education



PCOE
GOLD IN EDUCATION
Gayle Garbolino-Mojica
County Superintendent of Schools

9.6.5.1.5

Participation in RIM benefits students, teachers, schools, and districts

FOR STUDENTS...

Participation in RIM translates into success in challenging mathematics courses. Students who have not previously been excited by mathematics will experience a deeper level of mathematical understanding. Instead of a series of steps to memorize and tedious calculations, math will start to make sense in new ways. Students will enjoy actively participating in classroom discussions and activities as a result of their teachers' new abilities to engage them in mathematical learning.



FOR TEACHERS...

Teachers who participate in RIM will find themselves energized and will approach teaching mathematics with new understanding and new tools to actively engage students in deeper levels of mathematical learning. They will be part of a professional learning community in which members research, observe, teach, and assess learning together. Teachers will be prepared to be leaders in mathematics in their districts and will have a lasting impact on the quality of math instruction in their district and in the county as a whole.

S.S. 1.6.7

FOR SCHOOLS AND DISTRICTS...

Schools and districts that participate in RIM will gain a new understanding of student and teacher potential. The strategies learned by teachers in the project are contagious. Teachers will be prepared to share strategies with others at their site and lead their schools in the improvement of math instruction. RIM will challenge schools to rethink how students and teachers are assigned to math classes. Administrators will learn to use assessment data to analyze program and staff development needs.



ARE YOU A 7-12 TEACHER WHO IS...

- committed to improving instructional practice and student outcomes?
- interested in helping to design a system of instructional reform in mathematics?
- ready to become part of a dynamic professional learning team?

Pre-Registraton

Participating teachers must be willing to teach Algebra readiness or Algebra (high school teachers: at least one section per semester) for a three-year period and participate in data collection as part of a research study.

Interested teachers should fill out the enclosed card and mail it to the Placer County Office of Education. All teachers will be invited to an orientation where more details about the RIM program will be provided. Final invitations and commitments to participate will be made following the orientation.

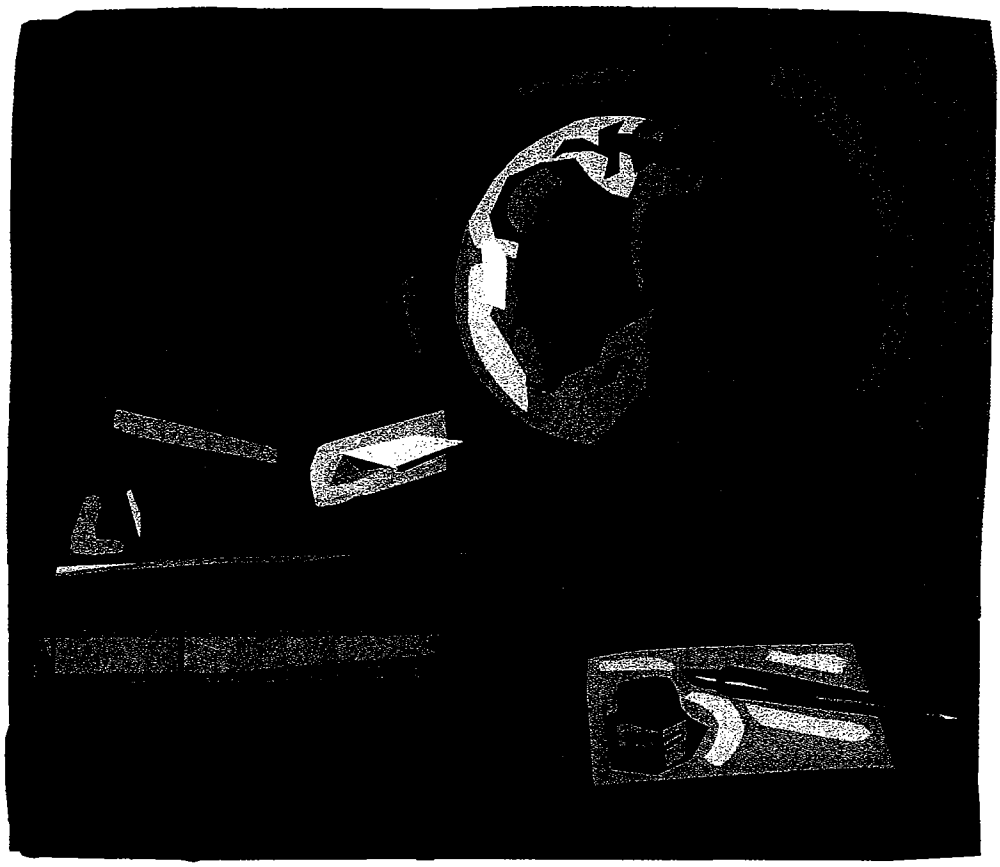
Space is limited to 30 teachers

All RIM expenses, including a teacher stipend, and all coaching costs are paid through grant funding. Districts must ›vide substitutes for release time during lesson study.

Program Components

The project will consist of a **Summer Academy** hosted by the Math Project at California State University, Sacramento that will focus on content knowledge and pedagogy. Teachers will learn strategies to reach and engage every student and to help students build connections between standards. The tentative dates for the Academy are June 16-27, 2008. The lead instructors will be Dr. Scott Farrand from CSUS Math Department, Debbie Stetson, CSUS Math Project Director, and Dr. Tom Lester, former West-Ed Math Matters Director. This will be followed by **Facilitated Lesson Study** in the fall and spring. Small groups of teachers will work with CSUS faculty to deliver a series of lessons to students employing the pedagogical strategies and the content knowledge they have gained at the institute. Throughout the project, teachers will work in **Professional Learning Communities,** planning and observing lessons, and then debriefing the experience with their team members. All participating teachers will also receive a minimum of 20 hours of **coaching** from an academy staff member assigned to their collaborative group.





2008 CELDT Training

This class is for teachers who are new to administering the CELDT. It is also an important review for teachers experienced in CELDT administration.

August 13, 2008

12:30—4:30 p.m.

Zebra Room—District Office

Buy back hours are available

5.5.16.8

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
District Inservice Day

AGENDA ITEM AREA:
Reports

REQUESTED BY:
Mary Boyle

ENCLOSURES:
August 14 Workshop Schedule

DEPARTMENT:
Educational Services – Staff Development

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:

August 12, 2008

BACKGROUND:

A full program of workshops and inservice are planned for our certificated and classified staffs on the District Workshop Day – August 14. The District presentation is followed by a variety of 90-minute breakout sessions, each session tailored to the needs of the specific grade level, curriculum area of classified staff group.

RECOMMENDATION:

None.

5.5.1c

DISTRICT INSERVICE
August 14, 2008

	7:30 - 8:00	8:15 - 9:15	9:30 - 11:00	11:10 - 12:40	12:40 - 1:50	2:00 - 3:30
Classified	MEET, GREET & EAT	DISTRICT INFORMATION/ PRESENTATION	See Classified Schedule	See Classified Schedule	LUNCH ON YOUR OWN	See Classified Schedule
K (24+4)			New Sci Curric - K - 201	Pacing Guides Rep Cards 507		Articulation 507
1 (29+5)			Sound Spelling Cards	New Sci Curric - 1st - 201		OARS Comp Lab
2 (27+5)			Pacing & Assess 704	HWOT 702		New Sci Curric - 2nd - 201
3 (28+5)			New Sci Curric - 3rd - 203	OARS Comp Lab		Pacing & Assess 704
4 (17+5)			OARS Comp Lab	Pacing & Assessments 704		[illegible]
5 (15+5)			HWOT 702	Sound Spelling Cards		Sp Ed Mtg 308
Pre K - 5 Sp Ed & Spch			Futures Channel MP1	Articulation Multi- MP-1		[illegible]
K - 12 Music (10)			New Sci Curric - 3rd - 203	New Sci Curric 4/5th-203		New Sci Curric - 2nd - 201
K - 5 Science (6)			[illegible]	ELD Strategies 502		Share Binders/ Pacing/ Writing Guidebook 307
6 - 8 LA (20)			Behavior Supp Plans 308	Special Ed Issues 308		Sp Ed Mtg 308
9 - 12 LA (20)			Share Binders/ Pacing 104	Articulation - 106		ELD Strategies 502
6 - 12 Sp Ed (11)			Share Binders/ Pacing 106			Share Binders/ Pacing 304
6 - 8 Math (20)			[illegible]	[illegible]		[illegible]
9 - 12 Math (20)			Share Binders/ Pacing 305			[illegible]
6 - 8 Soc (16)			ELD Strategies 502	Share Binders/ Pacing 401		[illegible]
9 - 12 Soc (20)				Share Binders/ Pacing 403		
6 - 8 Science (14)			Futures Channel	Articulation		[illegible]
9 - 12 Science (16)			PFT Results 108	Articulation 108		[illegible]
6 - 12 Tech (14)			Futures Channel 103	Articulation 103		[illegible]
6 - 12 PE (16)			Articulation 303	Articulation 303		[illegible]
6 - 12 Art (8)			Future Channel	Articulation		[illegible]
6 - 12 Wrld Lang (6)			HWOT 702	Sp Ed Issues 308		Sp Ed Mtg 308
6 - 12 Other Electives (15)						
Psych/OT						

5.5.1c.1

DISTRICT INSERVICE
August 14, 2008

CLASSIFIED

Required Paid Work Hours begin at 9:30 for part-time employees. All classified staff are welcome to come earlier or stay longer unpaid, at your discretion. (Example - 2-hour Campus Cafeteria Supervisor paid attendance required from 9:30 - 11:30).

	7:30 - 8:00	8:15 - 9:15	9:30 - 10:30	10:45 - 12:40	12:40 - 1:50	2:00 - 3:30
Site Office Staffs	MEET, GREET & EAT	DISTRICT INFORMATION/PRESENTATION	BLOOD BORNE PATHOGENS	Business Info Staff Room	LUNCH ON YOUR OWN	Aeries Updates **LCES LAB**
District Office Staff				Business Info Staff Room		NONE - at DO
Health Clerks				Health Info Gym		Health Info - Gym
Library Techs				Library Update **TB City Libr**		NONE - at sites
Special Ed Aides				Health Info Gym		Health Info Gym
Campus Supervisors						NONE
Cafeteria				NONE		NONE
Custodians				Maintenance Shop		Maintenance Shop
Maintenance				Maintenance Shop		Maintenance Shop
Transportation				Bus Yard		Bus Yard

5.5.1c.2

DISTRICT INSERVICE
August 14, 2008

TOPIC	PRESENTER	CONFIRMED?	Max Participants	Room #	A/V & Tech Needs
Sound Spelling Cards	Reading Lions	YES - Bev Mierau - Cathy Curl 804-3587 Jill Relles 228-2425	34	Room 701	LCD Proj; K & 1 Spell Cards
New Sci Curric K, 1, 2	FOSS Rep	YES - Kathy Albrecht - 591-3196c 784-7456w	31	Sci Lab 201	
HWOT	Megan Hopper & Rebekkah Fox	YES	27	Room 702	
Pacing & Assessments	Mary Boyle	YES - Mary Boyle	32	Room 704	
OARS	OARS Rep & Joe Ross	YES - Margarita - axel@redschoolhouse.com	33	Comp Lab	
New Sci Curric 3, 4/5	FOSS Rep	YES - Kathy Albrecht - 591-3196c 784-7456w	34	Sci Lab 203	
ELD Strategies	Lynn Kelso	YES - Lynn Kelso	40	Room 502	Extra Chairs
[illegible]	[illegible]	[illegible]	40	Lab - Rm 101	Extra Chairs
[illegible]	[illegible]	[illegible]	16	Room 703	
[illegible]	[illegible]	[illegible]	140	Multi	Sound, Proj, Screen, Table
K Artic	Session 2, 3	Admin:	20	Riin 507	
Open				Room 503	
K - 12 Sp Ed	Sess 1&2 6-12/OT/Psy/Spch;3K-12	YES - Eli Gallup & Psychs	35 (Session 3 - 70)	Rm 308	
6 - 8 Math	Session 1 (6-8 Pacing) Session 2 (6 -12 Artic)	Admin:	35	Room 104	
9 - 12 Math & 9 - 12 Alg	Sess 1 (9-12Pacing) Session 2 (6-12Artic)	Admin:	20	Room 106	
6 - 8 Soc	Session 3 (Pacing/Binders)	Admin:	16	Room 304	
9 - 12 Soc	Session 1 (Pacing/Binders)	Admin:	20	Room 305	
6 - 8 Sci	Session 2 (Pacing/Binders)	Admin:	14	Sci Lab 401	
9 - 12 Sci	Session 2 (Pacing/Binders)	Admin:	16	Sci Lab 403	
6 - 12 LA	Session 1 & 2 (Futures Channel/Artic)	Admin:	40	Room 307	
6 - 12 PE	Sessions 1 & 2 (PFT & Artic)	Admin:	16	Room 108	
6 - 12 Art	Sessions 1 & 2 (Fut Channel & Artic)	Admin:	8	Art Lab 103	
6 - 12 Wrld Lang	Sessions 1 & 2 (Artic)	Admin:	6	Room 303	
6 - 12 Other Elec & Tech	Sessions 1 & 2 (Fut Channel & Artic)	Admin:	15	Library	
K-12 Music Artic	Sessions 1 & 2	Admin:	10	Choir Room MP-1	

5.5.1c3

DISTRICT INSERVICE
August 14, 2008

TOPIC	PRESENTER	CONFIRMED?	MAX PARTICIP	ROOM #
Aeries Updates	Bonnie Pellow & Joe Ross	YES	35	LCES COMP LAB
Business Info	Terri Ryland & Carrie Carlson	YES	30	Staff Room - Screen
Health Info	LaShawn Horton & Betty Jo Boram	YES	100	Gym100;sound; screen;LCD
Library Update	Andrea Stephenson	YES	12	Lincoln Public Library @ TB
		YES		
Gang Prev/ School Safety	LPD	YES - Officer Henson	See Cert Sched	Multi
Cafeteria	Jeff Dardis	N/A	N/A	N/A
Custodians	Cathy Allen	YES		
Maintenance	Cathy Allen	YES		
Transportation	Mark DeRossett	YES	N/A	N/A

5.5.1c.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:

Report of Disclosure Requirements for Quarterly Reports of Investments.

AGENDA ITEM AREA:

Reports

REQUESTED BY:

Terri Ryland
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

BOARD MEETING DATE:

August 12, 2008

BACKGROUND:

Government Code 53646 requires that if a local agency has placed all of its investments in the Local Agency Investment Fund or in a Federal Deposit Insurance Corporation insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief financial officer needs to provide to the Board of Trustees the most recent statement of statements received by the local agency from these institutions.

The District maintains its entire reserve in the County of Placer investment pool. Therefore, to meet the requirements of Government Code 53646, the County of Placer Treasurer's Investment Reports are submitted to the District's Board of Trustees on a quarterly basis for their review.

SUPERINTENDENT'S RECOMMENDATION:

Report only.

5.5.2

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of APRIL 30, 2008

5.2.a

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

April 30, 2008

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Face Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by US Bank.

The Weighted Average Maturity of the investments with the Treasury is 949 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $466,606,686.20 in cash and investments maturing in the next 180 days.

C.S.2.1

General Fund
Portfolio Management
Portfolio Summary
April 30, 2008

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	100,000,000.00	101,220,225.14	100,406,308.87	7.69	781	289	3.375	3.422
Federal Agency Coupons	658,975,000.00	664,979,858.45	659,154,827.92	50.49	1,548	1,349	4.488	4.550
Medium Term Notes	218,835,000.00	219,404,673.55	217,982,082.53	16.70	1,075	460	4.978	5.048
Negotiable Certificates of Deposit	136,000,000.00	135,782,320.00	135,860,270.25	10.41	90	49	2.825	2.864
Collateralized CDs	36,000,000.00	36,000,000.00	36,000,000.00	2.76	123	72	3.170	3.214
Commercial Paper Disc. -Amortizing	73,000,000.00	72,961,066.62	72,961,066.66	5.59	22	8	2.404	2.437
Treasury Discounts -Amortizing	60,000,000.00	59,799,527.78	59,799,527.78	4.58	170	55	2.863	2.903
Municipal Bonds	3,000,000.00	3,000,000.00	3,000,000.00	0.23	181	0	4.433	4.495
MIDDLE FORK JPA	20,324,318.00	20,324,318.00	20,324,318.00	1.56	10,961	10,197	5.237	5.310
Investments	**1,306,134,318.00**	**1,313,471,989.54**	**1,305,488,402.01**	**100.00%**	**1,214**	**949**	**4.095**	**4.152**
Cash								
Passbook/Checking (not included in yield calculations)	12,606,686.20	12,606,686.20	12,606,686.20		1	1	0.000	0.000
Total Cash and Investments	**1,318,741,004.20**	**1,326,078,675.74**	**1,318,095,088.21**		**1,214**	**949**	**4.095**	**4.152**

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	4,308,046.46	44,096,998.09
Average Daily Balance	**1,303,497,309.60**	**1,121,589,466.93**
Effective Rate of Return	**4.02%**	**4.71%**

Kimberly Hawley 5/2/08

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

5.2.08

Reporting period 04/01/2008-04/30/2008
Data Updated: FUNDSNAP: 05/01/2008 15:53
Run Date: 05/01/2008 - 15:53

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828BG4	03078	U. S. TREASURY COUPON		08/29/2003	10,000,000.00	10,052,300.00	9,995,158.23	3.250	3.386	106	08/15/2008
912828BK5	03093	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,029,300.00	4,997,832.43	3.125	3.207	137	09/15/2008
912828BK5	03094	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,029,300.00	4,997,949.59	3.125	3.200	137	09/15/2008
912828FT2	06176	U. S. TREASURY COUPON		10/11/2006	10,000,000.00	10,125,800.00	9,994,062.50	4.625	4.710	152	09/30/2008
912828FV7	06688	U. S. TREASURY COUPON		10/11/2007	10,000,000.00	10,157,800.00	10,029,260.44	4.875	4.209	183	10/31/2008
912828DT4	06726	U. S. TREASURY COUPON		11/14/2007	10,000,000.00	10,007,800.00	10,000,000.00	3.750	3.698	14	05/15/2008
912828EC0	06749	U. S. TREASURY COUPON		12/04/2007	10,000,000.00	10,075,000.00	10,023,382.35	4.125	3.253	106	08/15/2008
912828GY0	06759	U. S. TREASURY COUPON		12/10/2007	10,000,000.00	10,318,000.00	10,176,043.41	4.625	3.122	456	07/31/2009
912828HD5	06765	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,257,800.00	10,113,081.50	4.000	3.126	517	09/30/2009
912828HD5	06766	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,257,800.00	10,112,776.04	4.000	3.128	517	09/30/2009
912828HU7	06920	U. S. TREASURY COUPON		04/08/2008	10,000,000.00	9,909,325.14	9,966,763.38	1.750	1.921	699	03/31/2010
		Subtotal and Average	**98,096,057.77**		**100,000,000.00**	**101,220,225.14**	**100,406,308.87**		**3.375**	**289**	
Federal Agency Coupons											
31331VQ66	06385	FEDERAL FARM CREDIT BANK		01/22/2007	10,000,000.00	10,306,300.00	10,036,175.95	5.375	4.986	445	07/20/2009
31331X7J5	06764	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,359,400.00	10,098,644.58	5.050	4.691	1,628	10/15/2012
31331YGH7	06767	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,095,208.33	9,998,640.53	4.625	4.603	1,313	12/05/2011
31331YJD3	06786	FEDERAL FARM CREDIT BANK		12/19/2007	10,000,000.00	10,034,400.00	10,000,000.00	4.625	4.562	1,327	12/19/2011
31331YXF2	06892	FEDERAL FARM CREDIT BANK		03/17/2008	10,000,000.00	10,027,413.89	10,005,513.89	3.970	3.915	1,411	03/12/2012
31331YVX5	06895	FEDERAL FARM CREDIT BANK		03/18/2008	10,000,000.00	10,096,661.11	10,084,854.03	3.950	3.733	1,768	03/04/2013
31331YYZ7	06900	FEDERAL FARM CREDIT BANK		03/20/2008	10,000,000.00	9,903,100.00	10,015,063.89	3.900	3.809	1,784	03/20/2013
31331YC32	06935	FEDERAL FARM CREDIT BANK		04/14/2008	10,000,000.00	10,015,600.00	10,000,000.00	3.500	3.452	1,078	04/14/2011
31331YB58	06938	FEDERAL FARM CREDIT BANK		04/15/2008	10,000,000.00	10,037,500.00	10,000,000.00	4.250	4.192	1,810	04/15/2013
31331YF88	06956	FEDERAL FARM CREDIT BANK		04/22/2008	10,000,000.00	10,021,900.00	9,910,450.00	4.125	4.268	1,817	04/22/2013
3133XDPD7	05122	FEDERAL HOME LOAN BANK		11/02/2005	10,000,000.00	10,000,000.00	10,000,000.00	4.800	4.747	1	05/02/2008
3133XDXB2	05168	FEDERAL HOME LOAN BANK		12/08/2005	5,000,000.00	5,045,300.00	5,000,000.00	5.000	4.934	130	09/08/2008
3133XHM41	06211	FEDERAL HOME LOAN BANK		11/01/2006	10,000,000.00	10,159,400.00	10,007,128.49	5.400	5.260	1,274	10/27/2011
3133XBSD8	06362	FEDERAL HOME LOAN BANK		01/12/2007	10,000,000.00	10,006,300.00	10,000,000.00	4.250	5.067	15	05/16/2008
3133XFJX5	06514	FEDERAL HOME LOAN BANK		04/11/2007	10,000,000.00	10,031,300.00	10,000,000.00	5.125	5.048	43	06/13/2008
3133XMW64	06729	FEDERAL HOME LOAN BANK		11/15/2007	10,000,000.00	10,007,584.72	10,004,359.93	4.625	4.541	561	11/13/2009
3133XN2E8	06742	FEDERAL HOME LOAN BANK		11/28/2007	10,000,000.00	10,165,600.00	10,000,000.00	4.950	4.882	1,306	11/28/2011
3133XNQC6	06792	FEDERAL HOME LOAN BANK		12/27/2007	10,000,000.00	10,116,666.67	10,004,166.67	5.000	4.931	1,698	12/24/2012
3133XNVR7	06802	FEDERAL HOME LOAN BANK		01/04/2008	10,000,000.00	10,284,400.00	10,000,000.00	4.625	4.562	1,709	01/04/2013
3133XNWF2	06804	FEDERAL HOME LOAN BANK		01/07/2008	10,000,000.00	10,096,900.00	10,000,000.00	4.375	7.160	1,254	10/07/2011
3133XP6L3	06827	FEDERAL HOME LOAN BANK		01/30/2008	10,000,000.00	10,119,966.67	10,000,793.41	4.200	4.144	1,734	01/29/2013
3133XP5E0	06833	FEDERAL HOME LOAN BANK		02/05/2008	10,000,000.00	10,053,100.00	9,993,472.22	4.300	4.269	1,741	02/05/2013

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Federal Agency Coupons											
3133XPB52	06840	FEDERAL HOME LOAN BANK		02/12/2008	10,000,000.00	9,962,500.00	9,976,567.46	3.500	3.528	1,198	08/12/2011
3133XPPY4	06887	FEDERAL HOME LOAN BANK		03/13/2008	10,000,000.00	10,073,254.17	10,011,774.55	4.125	4.115	1,756	02/20/2013
3133XQBJ0	06891	FEDERAL HOME LOAN BANK		03/17/2008	10,000,000.00	9,943,800.00	10,010,972.22	3.300	3.211	1,050	03/17/2011
3133XPZ31	06898	FEDERAL HOME LOAN BANK		03/19/2008	10,000,000.00	10,096,900.00	10,000,000.00	4.000	3.945	1,783	03/19/2013
3133XQKA9	06912	FEDERAL HOME LOAN BANK		04/02/2008	10,000,000.00	10,090,600.00	9,998,032.22	4.150	4.098	1,797	04/02/2013
3133XQK76	06926	FEDERAL HOME LOAN BANK		04/09/2008	10,000,000.00	10,012,500.00	9,990,122.22	3.500	3.474	1,804	04/09/2013
3133XQFY3	06943	FEDERAL HOME LOAN BANK		04/16/2008	10,000,000.00	10,037,500.00	10,000,000.00	4.000	3.945	1,811	04/16/2013
3133XQML3	06955	FEDERAL HOME LOAN BANK		04/21/2008	10,000,000.00	10,028,100.00	10,000,000.00	3.500	3.452	1,085	04/21/2011
3128X4ST9	05125	FED HOME LOAN MORT CORP		11/03/2005	5,000,000.00	5,059,850.00	5,000,000.00	4.900	4.912	186	11/03/2008
3128X3WY5	05176	FED HOME LOAN MORT CORP		12/08/2005	10,000,000.00	10,152,200.00	10,000,000.00	4.000	4.808	509	09/22/2009
3128X5AD0	06041	FED HOME LOAN MORT CORP		07/25/2006	10,000,000.00	10,015,400.00	9,999,434.95	5.750	5.709	1,117	05/23/2011
3128X5SN9	06315	FED HOME LOAN MORT CORP		12/19/2006	10,000,000.00	10,041,400.00	9,999,111.11	5.150	5.102	1,327	12/19/2011
3128X5NT1	06343	FED HOME LOAN MORT CORP		01/05/2007	10,000,000.00	10,152,300.00	10,008,366.22	5.350	5.208	1,292	11/14/2011
3128X5VW5	06353	FED HOME LOAN MORT CORP		01/10/2007	9,975,000.00	10,037,244.00	9,975,000.00	5.320	5.247	1,349	01/10/2012
3128X6MS2	06678	FED HOME LOAN MORT CORP		10/01/2007	10,000,000.00	10,114,000.00	10,000,000.00	5.000	4.932	700	04/01/2010
3128X6NS1	06694	FED HOME LOAN MORT CORP		10/18/2007	10,000,000.00	10,361,700.00	9,992,691.77	5.050	5.003	1,628	10/15/2012
3128X6QN9	06712	FED HOME LOAN MORT CORP		11/05/2007	10,000,000.00	10,153,000.00	10,000,000.00	5.125	5.055	1,649	11/05/2012
3128X6QU3	06721	FED HOME LOAN MORT CORP		11/13/2007	10,000,000.00	10,132,100.00	10,000,000.00	5.000	4.932	1,657	11/13/2012
3128X6SQ0	06748	FED HOME LOAN MORT CORP		12/04/2007	20,000,000.00	20,462,400.00	20,000,000.00	4.600	4.537	1,678	12/04/2012
3128X6TS5	06761	FED HOME LOAN MORT CORP		12/10/2007	10,000,000.00	10,155,500.00	10,000,000.00	4.750	4.685	1,684	12/10/2012
3128X6TU0	06762	FED HOME LOAN MORT CORP		12/10/2007	20,000,000.00	20,445,200.00	20,000,000.00	4.550	4.488	1,684	12/10/2012
3128X6VF0	06780	FED HOME LOAN MORT CORP		12/17/2007	10,000,000.00	10,259,900.00	10,000,000.00	4.750	4.685	1,691	12/17/2012
3128X6WC6	06791	FED HOME LOAN MORT CORP		12/27/2007	10,000,000.00	10,086,200.00	10,000,000.00	4.450	6.881	876	09/24/2010
3128X6T63	06836	FED HOME LOAN MORT CORP		02/07/2008	10,000,000.00	10,035,900.00	10,003,733.33	3.750	3.674	1,012	02/07/2011
3128X66P6	06882	FED HOME LOAN MORT CORP		03/11/2008	9,000,000.00	9,008,820.00	9,000,000.00	3.250	3.886	1,044	03/11/2011
31359MYM9	05120	FEDERAL NATIONAL MORT. ASSOC.		11/01/2005	10,000,000.00	10,053,100.00	10,000,000.00	4.500	4.756	95	08/04/2008
31359M4L4	06392	FEDERAL NATIONAL MORT. ASSOC.		01/24/2007	10,000,000.00	10,065,600.00	9,998,823.77	5.250	5.206	631	01/22/2010
31398ACL4	06633	FEDERAL NATIONAL MORT. ASSOC.		08/01/2007	10,000,000.00	10,021,900.00	9,972,717.84	5.500	5.499	1,489	05/29/2012
3136F8VW2	06714	FEDERAL NATIONAL MORT. ASSOC.		11/05/2007	10,000,000.00	10,150,000.00	9,987,312.50	5.050	5.013	1,649	11/05/2012
3136F8VS1	06716	FEDERAL NATIONAL MORT. ASSOC.		11/06/2007	10,000,000.00	10,003,100.00	10,000,000.00	4.900	5.629	1,650	11/06/2012
3136F8XJ9	06740	FEDERAL NATIONAL MORT. ASSOC.		11/27/2007	10,000,000.00	10,196,900.00	10,000,000.00	4.800	4.734	1,671	11/27/2012
3136F8YR0	06769	FEDERAL NATIONAL MORT. ASSOC.		12/11/2007	10,000,000.00	10,028,100.00	10,000,000.00	4.700	4.636	1,685	12/11/2012
3136F8YW9	06776	FEDERAL NATIONAL MORT. ASSOC.		12/14/2007	10,000,000.00	10,187,500.00	10,000,000.00	4.600	4.537	1,688	12/14/2012
31398AMQ2	06843	FEDERAL NATIONAL MORT. ASSOC.		02/14/2008	10,000,000.00	10,099,488.89	10,008,888.89	4.000	3.945	1,742	02/06/2013
3136F84R3	06856	FEDERAL NATIONAL MORT. ASSOC.		02/27/2008	10,000,000.00	10,012,500.00	9,956,600.00	4.000	4.044	1,763	02/27/2013
3136F84R3	06857	FEDERAL NATIONAL MORT. ASSOC.		02/27/2008	10,000,000.00	10,012,500.00	10,000,000.00	4.000	3.945	1,763	02/27/2013

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Federal Agency Coupons											
3136F9BT9	06879	FEDERAL NATIONAL MORT. ASSOC.		03/10/2008	10,000,000.00	9,953,100.00	10,000,000.00	3.000	2.959	1,043	03/10/2011
3136F9CL5	06880	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,021,900.00	9,995,138.89	4.125	4.080	1,775	03/11/2013
3136F9CL5	06881	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,021,900.00	9,995,138.89	4.125	4.080	1,775	03/11/2013
3136F9AH6	06897	FEDERAL NATIONAL MORT. ASSOC.		03/19/2008	10,000,000.00	10,150,000.00	10,129,950.00	4.100	3.742	1,783	03/19/2013
31398APS5	06941	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	9,987,500.00	9,995,104.17	2.750	2.738	715	04/16/2010
3136F9HR7	06942	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	10,015,600.00	9,990,083.33	3.500	3.474	1,811	04/16/2013
31398AQL9	06965	FEDERAL NATIONAL MORT. ASSOC.		04/29/2008	10,000,000.00	10,096,900.00	10,000,000.00	4.000	3.945	1,824	04/29/2013
		Subtotal and Average	**620,263,019.68**		**659,975,000.00**	**664,979,858.45**	**659,154,827.92**		**4.488**	**1,349**	
Medium Term Notes											
073902CC0	05133	BEAR STEARNS CO INC		11/10/2005	7,000,000.00	6,975,290.00	6,977,335.81	2.875	4.868	62	07/02/2008
084664AR2	06242	BERKSHIRE HATHAWAY FINANCE		11/16/2006	10,000,000.00	10,092,700.00	9,859,356.80	4.125	4.956	624	01/15/2010
171232AK7	06760	CHUBB CORP.		12/10/2007	10,000,000.00	10,045,700.00	10,025,268.29	5.472	4.522	107	08/16/2008
22541LAN3	05333	CREDIT SUISSE FB USA		04/12/2006	10,000,000.00	10,079,300.00	9,938,477.41	4.700	5.249	396	06/01/2009
33901AAA6	05180	FLEETBOSTON FINANCIAL CORP		12/12/2005	10,000,000.00	10,465,900.00	10,337,176.02	7.375	4.932	579	12/01/2009
36962GS62	05234	GENERAL ELECTRIC CAPITAL CORP		02/03/2006	5,000,000.00	5,124,800.00	4,987,283.25	4.875	4.922	903	10/21/2010
36962GM27	05293	GENERAL ELECTRIC CAPITAL CORP		03/16/2006	10,000,000.00	10,052,500.00	9,774,365.60	3.750	5.227	593	12/15/2009
36962GX82	06106	GENERAL ELECTRIC CAPITAL CORP		08/29/2006	10,000,000.00	10,085,700.00	10,000,000.00	5.720	5.644	1,208	08/22/2011
36962GZ31	06398	GENERAL ELECTRIC CAPITAL CORP		01/26/2007	10,000,000.00	10,283,200.00	10,010,384.66	5.250	5.100	544	10/27/2009
36962GQ98	06527	GENERAL ELECTRIC CAPITAL CORP		04/17/2007	10,000,000.00	10,079,600.00	9,889,081.75	4.000	4.984	410	06/15/2009
02666QTZ6	06308	AMERICAN HONDA FINANCE		12/15/2006	10,000,000.00	9,996,800.00	9,943,685.02	3.850	4.941	189	11/06/2008
441812FY5	05154	HOUSEHOLD FINANCE CORP		11/30/2005	10,000,000.00	10,026,400.00	10,017,552.24	6.400	4.853	47	06/17/2008
441812GE8	05259	HOUSEHOLD FINANCE CORP		02/24/2006	9,000,000.00	9,099,180.00	9,042,898.58	5.875	5.109	276	02/01/2009
441812FY5	05260	HOUSEHOLD FINANCE CORP		02/24/2006	10,000,000.00	10,026,400.00	10,015,429.05	6.400	5.030	47	06/17/2008
441812KG8	06518	HOUSEHOLD FINANCE CORP		04/12/2007	10,000,000.00	10,044,600.00	9,957,931.21	4.750	5.109	379	05/15/2009
4042Q0AN9	06517	HSBC BANK USA NA/NEW YORK		04/12/2007	10,600,000.00	10,555,904.00	10,430,851.68	3.875	5.055	502	09/15/2009
163714AF5	05248	JP MORGAN CHASE BANK		02/17/2006	5,000,000.00	5,048,300.00	5,021,031.63	6.700	5.060	106	08/15/2008
59018YUZ2	05179	MERRILL LYNCH		12/12/2005	10,000,000.00	9,776,400.00	9,875,027.07	4.250	4.971	648	02/08/2010
59018YWT4	06685	MERRILL LYNCH		10/05/2007	7,100,000.00	7,000,458.00	7,084,533.47	3.341	4.756	274	01/30/2009
634902JZ4	05331	NATIONAL CITY BANK		04/11/2006	10,075,000.00	9,677,339.75	9,935,787.21	4.150	5.295	457	08/01/2009
634902LJ7	06289	NATIONAL CITY BANK		12/12/2006	8,060,000.00	7,653,211.80	7,968,961.62	4.250	4.887	638	01/29/2010
92976FAS2	05062	WACHOVIA BANK NA		08/31/2005	10,000,000.00	9,995,400.00	9,999,286.47	4.375	4.340	106	08/15/2008
949746NB3	06251	WELLS FARGO & CO.		11/21/2006	10,000,000.00	10,141,400.00	9,938,522.87	4.875	5.059	986	01/12/2011
931142BV4	06773	WAL-MART STORES		12/13/2007	7,000,000.00	7,078,190.00	6,951,874.82	4.125	4.330	1,020	02/15/2011
		Subtotal and Average	**217,966,302.39**		**218,835,000.00**	**219,404,673.55**	**217,982,082.53**		**4.978**	**460**	

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Negotiable Certificates of Deposit											
5525VOAM8	06526	MARSHALL & ILSLEY		04/17/2007	10,000,000.00	9,785,100.00	9,860,270.25	3.950	5.043	470	08/14/2009
90531CHK1	06866	UNION BANK OF CALIFORNIA		03/03/2008	10,000,000.00	10,001,700.00	10,000,000.00	3.000	2.959	43	06/13/2008
90531CLQ3	06923	UNION BANK OF CALIFORNIA		04/08/2008	10,000,000.00	9,997,900.00	10,000,000.00	2.710	2.673	57	06/27/2008
90531CLP5	06924	UNION BANK OF CALIFORNIA		04/08/2008	10,000,000.00	9,999,900.00	10,000,000.00	2.710	2.673	7	05/08/2008
90531CMP4	06946	UNION BANK OF CALIFORNIA		04/17/2008	20,000,000.00	20,000,000.00	20,000,000.00	2.770	2.732	18	05/19/2008
90333UG55	06962	US BANK NA CINCINNATI		04/25/2008	76,000,000.00	75,997,720.00	76,000,000.00	2.620	2.584	8	05/09/2008
		Subtotal and Average	**59,722,560.93**		**136,000,000.00**	**135,782,320.00**	**135,860,270.25**		**2.825**	**49**	
Collateralized CDs											
CD96401796	06806	CITIZENS BUSINESS BANK		01/07/2008	10,000,000.00	10,000,000.00	10,000,000.00	4.080	4.080	67	07/07/2008
SYS06902	06902	CITIZENS BUSINESS BANK		03/20/2008	10,000,000.00	10,000,000.00	10,000,000.00	2.080	2.080	48	06/18/2008
SYS06915	06915	GRANITE COMMUNITY BANK		04/03/2008	1,000,000.00	1,000,000.00	1,000,000.00	2.510	2.510	336	04/02/2009
990585788B	06894	UMPQUA BANK		03/17/2008	5,000,000.00	5,000,000.00	5,000,000.00	3.500	3.500	43	06/13/2008
SYS06964	06964	UMPQUA BANK		04/28/2008	10,000,000.00	10,000,000.00	10,000,000.00	3.250	3.250	88	07/28/2008
		Subtotal and Average	**36,000,000.00**		**36,000,000.00**	**36,000,000.00**	**36,000,000.00**		**3.170**	**72**	
Commercial Paper Disc. -Amortizing											
90262CE94	06947	UBS FINANCE, INC - DELAWARE		04/17/2008	50,000,000.00	49,973,333.30	49,973,333.33	2.400	2.404	8	05/09/2008
90262CE94	06948	UBS FINANCE, INC - DELAWARE		04/17/2008	23,000,000.00	22,987,733.32	22,987,733.33	2.400	2.404	8	05/09/2008
		Subtotal and Average	**108,481,087.21**		**73,000,000.00**	**72,961,066.62**	**72,961,066.66**		**2.404**	**8**	
Treasury Discounts -Amortizing											
912795E23	06725	U. S. TREASURY BILL		11/14/2007	10,000,000.00	10,000,000.00	10,000,000.00	3.570	3.681	0	05/01/2008
912795E64	06747	U. S. TREASURY BILL		12/04/2007	10,000,000.00	9,975,422.22	9,975,422.22	3.160	3.264	28	05/29/2008
912795E72	06758	U. S. TREASURY BILL		12/10/2007	10,000,000.00	9,969,083.33	9,969,083.33	3.180	3.276	35	06/05/2008
912795E80	06779	U. S. TREASURY BILL		12/17/2007	10,000,000.00	9,963,191.67	9,963,191.67	3.155	3.250	42	06/12/2008
912795F55	06848	U. S. TREASURY BILL		02/21/2008	10,000,000.00	9,955,938.89	9,955,938.89	2.060	2.106	77	07/17/2008
912795G70	06921	U. S. TREASURY BILL		04/08/2008	10,000,000.00	9,935,891.67	9,935,891.67	1.570	1.604	147	09/25/2008
		Subtotal and Average	**57,416,555.04**		**60,000,000.00**	**59,799,527.78**	**59,799,527.78**		**2.863**	**55**	
Municipal Bonds											
SYS06713	06713	City of Colfax		11/02/2007	3,000,000.00	3,000,000.00	3,000,000.00	4.433	4.433	0	05/01/2008
		Subtotal and Average	**3,000,000.00**		**3,000,000.00**	**3,000,000.00**	**3,000,000.00**		**4.433**	**0**	

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
MIDDLE FORK JPA											
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	20,324,318.00	20,324,318.00	20,324,318.00	5.310	5.237	10,197	04/01/2036
		Subtotal and Average	**20,324,318.00**		**20,324,318.00**	**20,324,318.00**	**20,324,318.00**		**5.237**	**10,197**	
		Total and Average	**1,303,497,309.60**		**1,306,134,318.00**	**1,313,471,989.54**	**1,305,488,402.01**		**4.095**	**949**	

5.5.2.1

General Fund
Portfolio Management
Portfolio Details - Cash
April 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			11,737,653.73	11,737,653.73	11,737,653.73		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			869,032.47	869,032.47	869,032.47		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**1,303,497,309.60**		**1,318,741,004.20**	**1,326,078,675.74**	**1,318,095,088.21**		**4.095**	**949**

5.5.2.b.8



General Fund
Purchases Report
Sorted by Fund - Investment Number
April 1, 2008 - April 30, 2008

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM 365	Ending Book Value
General Fund													
74977KD22	06910	1010	ACP	RABUSA	40,000,000.00	04/01/2008	04/02 - At Maturity	39,997,177.78		2.540	04/02/2008	2.575	0.00
SYS06911	06911	1010	RR2	CF	75,566,583.91	04/01/2008	/ - 1 Day	75,566,583.91		2.550		2.550	0.00
3133XQKA9	06912	1010	FAC	FHLB	10,000,000.00	04/02/2008	10/02 - 04/02	9,998,000.00		4.150	04/02/2013	4.154	9,998,032.22
74977KD30	06913	1010	ACP	RABUSA	44,000,000.00	04/02/2008	04/03 - At Maturity	43,997,250.00		2.250	04/03/2008	2.281	0.00
90262CD46	06914	1010	ACP	UBSF	47,000,000.00	04/03/2008	04/04 - At Maturity	46,997,127.78		2.200	04/04/2008	2.231	0.00
SYS06915	06915	1010	BCD	GCB	1,000,000.00	04/03/2008	07/03 - Quarterly	1,000,000.00		2.510	04/02/2009	2.545	1,000,000.00
74977KD71	06916	1010	ACP	RABUSA	50,000,000.00	04/04/2008	04/07 - At Maturity	49,990,666.67		2.240	04/07/2008	2.272	0.00
74977KD71	06917	1010	ACP	RABUSA	22,000,000.00	04/04/2008	04/07 - At Maturity	21,995,893.33		2.240	04/07/2008	2.272	0.00
74977KD89	06918	1010	ACP	RABUSA	50,000,000.00	04/07/2008	04/08 - At Maturity	49,996,791.67		2.310	04/08/2008	2.342	0.00
74977KD89	06919	1010	ACP	RABUSA	38,000,000.00	04/07/2008	04/08 - At Maturity	37,997,561.67		2.310	04/08/2008	2.342	0.00
912828HU7	06920	1010	TRC	UST	10,000,000.00	04/08/2008	09/30 - 03/31	9,961,718.75	3,825.14	1.750	03/31/2010	1.948	9,966,763.38
912795G70	06921	1010	ATD	USTB	10,000,000.00	04/08/2008	09/25 - At Maturity	9,925,861.11		1.570	09/25/2008	1.626	9,935,891.67
74977KD97	06922	1010	ACP	RABUSA	50,000,000.00	04/08/2008	04/09 - At Maturity	49,996,930.56		2.210	04/09/2008	2.241	0.00
90531CLQ3	06923	1010	NCB	UBKCAL	10,000,000.00	04/08/2008	06/27 - Final Pmt.	10,000,000.00		2.710	06/27/2008	2.710	10,000,000.00
90531CLP5	06924	1010	NCB	UBKCAL	10,000,000.00	04/08/2008	05/08 - Final Pmt.	10,000,000.00		2.710	05/08/2008	2.710	10,000,000.00
74977KD97	06925	1010	ACP	RABUSA	29,260,000.00	04/08/2008	04/09 - At Maturity	29,258,203.76		2.210	04/09/2008	2.241	0.00
3133XQK76	06926	1010	FAC	FHLB	10,000,000.00	04/09/2008	10/09 - 04/09	9,990,000.00		3.500	04/09/2013	3.522	9,990,122.22
90262CDA2	06927	1010	ACP	UBSF	50,000,000.00	04/09/2008	04/10 - At Maturity	49,997,111.11		2.080	04/10/2008	2.109	0.00
90262CDA2	06928	1010	ACP	UBSF	50,000,000.00	04/09/2008	04/10 - At Maturity	49,997,111.11		2.080	04/10/2008	2.109	0.00
90262CDH7	06929	1010	ACP	UBSF	50,000,000.00	04/10/2008	04/17 - At Maturity	49,977,638.89		2.300	04/17/2008	2.333	0.00
90262CDH7	06930	1010	ACP	UBSF	20,000,000.00	04/10/2008	04/17 - At Maturity	19,991,055.56		2.300	04/17/2008	2.333	0.00
36959HDB0	06931	1010	ACP	GE CAP	50,000,000.00	04/10/2008	04/11 - At Maturity	49,997,152.78		2.050	04/11/2008	2.079	0.00
36959HDB0	06932	1010	ACP	GE CAP	10,000,000.00	04/10/2008	04/11 - At Maturity	9,999,430.56		2.050	04/11/2008	2.079	0.00
74977KDE6	06933	1010	ACP	RABUSA	50,000,000.00	04/11/2008	04/14 - At Maturity	49,990,666.67		2.240	04/14/2008	2.272	0.00
74977KDE6	06934	1010	ACP	RABUSA	19,000,000.00	04/11/2008	04/14 - At Maturity	18,996,453.33		2.240	04/14/2008	2.272	0.00
31331YC32	06935	1010	FAC	FFCB	10,000,000.00	04/14/2008	10/14 - 04/14	10,000,000.00		3.500	04/14/2011	3.500	10,000,000.00
74977KDF3	06936	1010	ACP	RABUSA	50,000,000.00	04/14/2008	04/15 - At Maturity	49,996,886.89		2.240	04/15/2008	2.271	0.00
74977KDF3	06937	1010	ACP	RABUSA	29,000,000.00	04/14/2008	04/15 - At Maturity	28,998,195.56		2.240	04/15/2008	2.271	0.00
31331YB68	06938	1010	FAC	FFCB	10,000,000.00	04/15/2008	10/15 - 04/15	10,000,000.00		4.250	04/15/2013	4.250	10,000,000.00
74977KDG1	06939	1010	ACP	RABUSA	50,000,000.00	04/15/2008	04/16 - At Maturity	49,996,541.67		2.490	04/16/2008	2.525	0.00
74977KDG1	06940	1010	ACP	RABUSA	42,000,000.00	04/15/2008	04/16 - At Maturity	41,997,095.00		2.490	04/16/2008	2.525	0.00
31398APS5	06941	1010	FAC	FNMA	10,000,000.00	04/16/2008	10/16 - 04/16	9,995,000.00		2.750	04/16/2010	2.776	9,995,104.17

General Fund
Purchases Report
April 1, 2008 - April 30, 2008

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM 365	Ending Book Value
General Fund													
3136F9HR7	06942	1010	FAC	FNMA	10,000,000.00	04/16/2008	10/16 - 04/16	9,990,000.00		3.500	04/16/2013	3.522	9,990,083.33
3133XQFY3	06943	1010	FAC	FHLB	10,000,000.00	04/16/2008	10/16 - 04/16	10,000,000.00		4.000	04/16/2013	4.000	10,000,000.00
74977KDH9	06944	1010	ACP	RABUSA	50,000,000.00	04/16/2008	04/17 - At Maturity	49,996,805.56		2.300	04/17/2008	2.332	0.00
74977KDH9	06945	1010	ACP	RABUSA	19,000,000.00	04/16/2008	04/17 - At Maturity	18,998,786.11		2.300	04/17/2008	2.332	0.00
90531CMP4	06946	1010	NCB	UBKCAL	20,000,000.00	04/17/2008	05/19 - Final Pmt.	20,000,000.00		2.770	05/19/2008	2.770	20,000,000.00
90262CE94	06947	1010	ACP	UBSF	50,000,000.00	04/17/2008	05/09 - At Maturity	49,926,666.67		2.400	05/09/2008	2.437	49,973,333.33
90262CE94	06948	1010	ACP	UBSF	23,000,000.00	04/17/2008	05/09 - At Maturity	22,966,266.67		2.400	05/09/2008	2.437	22,987,733.33
74977KDJ5	06949	1010	ACP	RABUSA	50,000,000.00	04/17/2008	04/18 - At Maturity	49,996,805.56		2.300	04/18/2008	2.332	0.00
74977KDJ5	06950	1010	ACP	RABUSA	10,000,000.00	04/17/2008	04/18 - At Maturity	9,999,361.11		2.300	04/18/2008	2.332	0.00
74977KDM8	06951	1010	ACP	RABUSA	50,000,000.00	04/18/2008	04/21 - At Maturity	49,990,416.67		2.300	04/21/2008	2.332	0.00
74977KDM8	06952	1010	ACP	RABUSA	13,000,000.00	04/18/2008	04/21 - At Maturity	12,997,508.33		2.300	04/21/2008	2.332	0.00
74977KDN6	06953	1010	ACP	RABUSA	50,000,000.00	04/21/2008	04/22 - At Maturity	49,996,805.56		2.300	04/22/2008	2.332	0.00
74977KDN6	06954	1010	ACP	RABUSA	7,000,000.00	04/21/2008	04/22 - At Maturity	6,999,552.78		2.300	04/22/2008	2.332	0.00
3133XQML3	06955	1010	FAC	FHLB	10,000,000.00	04/21/2008	10/21 - 04/21	10,000,000.00		3.500	04/21/2011	3.500	10,000,000.00
31331YF88	06956	1010	FAC	FFCB	10,000,000.00	04/22/2008	10/22 - 04/22	9,910,000.00		4.125	04/22/2013	4.327	9,910,450.00
74977KDP1	06957	1010	ACP	RABUSA	43,200,000.00	04/22/2008	04/23 - At Maturity	43,197,240.00		2.300	04/23/2008	2.332	0.00
36959HDR5	06958	1010	ACP	GE CAP	20,000,000.00	04/23/2008	04/25 - At Maturity	19,997,722.22		2.050	04/25/2008	2.079	0.00
90262CDQ7	06959	1010	ACP	UBSF	22,500,000.00	04/23/2008	04/24 - At Maturity	22,498,750.00		2.000	04/24/2008	2.028	0.00
74977KDR7	06960	1010	ACP	RABUSA	22,600,000.00	04/24/2008	04/25 - At Maturity	22,598,687.94		2.090	04/25/2008	2.119	0.00
90262CDU8	06961	1010	ACP	UBSF	36,000,000.00	04/25/2008	04/28 - At Maturity	35,994,000.00		2.000	04/28/2008	2.028	0.00
90333UG55	06962	1010	NCB	USBNA	76,000,000.00	04/25/2008	05/09 - Final Pmt.	76,000,000.00		2.620	05/09/2008	2.620	76,000,000.00
74977KDV8	06963	1010	ACP	RABUSA	50,000,000.00	04/28/2008	04/29 - At Maturity	49,996,958.33		2.190	04/29/2008	2.221	0.00
SYS06964	06964	1010	BCD	UMPQ	10,000,000.00	04/28/2008	07/28 - At Maturity	10,000,000.00		3.250	07/28/2008	3.295	10,000,000.00
31398AQL9	06965	1010	FAC	FNMA	10,000,000.00	04/29/2008	10/29 - 04/29	10,000,000.00		4.000	04/29/2013	4.000	10,000,000.00
74977KDW6	06966	1010	ACP	RABUSA	30,000,000.00	04/29/2008	04/30 - At Maturity	29,998,158.33		2.210	04/30/2008	2.241	0.00
				Subtotal	**1,709,126,583.91**			**1,708,650,599.96**	**3,825.14**				**319,747,513.65**
				Total Purchases	**1,709,126,583.91**			**1,708,650,599.96**	**3,825.14**				**319,747,513.65**

5.5.2.9.10

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of MAY 31, 2008

5.3.11

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

May 31, 2008

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Face Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by US Bank.

The Weighted Average Maturity of the investments with the Treasury is 1,028 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $292,358,319.53 in cash and investments maturing in the next 180 days.

5.2.08



General Fund
Portfolio Management
Portfolio Summary
May 31, 2008

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	90,000,000.00	90,832,825.14	90,374,228.44	7.55	848	289	3.340	3.386
Federal Agency Coupons	657,575,000.00	659,109,303.37	657,753,280.08	54.96	1,544	1,358	4.351	4.412
Medium Term Notes	218,835,000.00	218,809,879.20	218,014,787.54	18.22	1,075	429	4.978	5.048
Negotiable Certificates of Deposit	70,000,000.00	69,778,600.00	69,869,558.67	5.84	186	104	2.965	3.006
Collateralized CDs	36,000,000.00	36,000,000.00	36,000,000.00	3.01	123	41	3.170	3.214
Treasury Discounts -Amortizing	40,000,000.00	39,909,915.28	39,909,915.28	3.33	168	44	2.560	2.596
MIDDLE FORK JPA	20,324,318.00	20,324,318.00	20,324,318.00	1.70	10,961	10,166	5.237	5.310
Rolling Repurchase Agreements - 2	64,507,778.28	64,507,778.28	64,507,778.28	5.39	1	1	2.199	2.230
Investments	**1,197,242,096.28**	**1,199,272,619.27**	**1,196,753,866.29**	**100.00%**	**1,315**	**1,028**	**4.112**	**4.169**
Cash								
Passbook/Checking (not included in yield calculations)	15,358,319.53	15,358,319.53	15,358,319.53		1	1	0.000	0.000
Total Cash and Investments	**1,212,600,415.81**	**1,214,630,938.80**	**1,212,112,185.82**		**1,315**	**1,028**	**4.112**	**4.169**

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	4,330,744.37	48,444,825.99
Average Daily Balance	**1,275,280,764.31**	**1,135,769,318.77**
Effective Rate of Return	**4.00%**	**4.63%**

6/11/08

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

5.2.5.2.1.2

Reporting period 05/01/2008-05/31/2008
Data Updated: FUNDSNAP: 06/04/2008 14:10
Run Date: 06/04/2008 - 14:11

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828BG4	03078	U. S. TREASURY COUPON		08/29/2003	10,000,000.00	10,027,300.00	9,996,574.22	3.250	3.386	75	08/15/2008
912828BK5	03093	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,017,200.00	4,998,322.90	3.125	3.207	106	09/15/2008
912828BK5	03094	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,017,200.00	4,998,413.55	3.125	3.200	106	09/15/2008
912828FT2	06176	U. S. TREASURY COUPON		10/11/2006	10,000,000.00	10,086,700.00	9,995,273.44	4.625	4.710	121	09/30/2008
912828FV7	06688	U. S. TREASURY COUPON		10/11/2007	10,000,000.00	10,118,000.00	10,024,303.76	4.875	4.209	152	10/31/2008
912828EC0	06749	U. S. TREASURY COUPON		12/04/2007	10,000,000.00	10,043,800.00	10,016,544.12	4.125	3.253	75	08/15/2008
912828GY0	06759	U. S. TREASURY COUPON		12/10/2007	10,000,000.00	10,260,200.00	10,164,075.54	4.625	3.122	425	07/31/2009
912828HD5	06765	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,204,700.00	10,108,300.98	4.000	3.126	486	09/30/2009
912828HD5	06766	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,204,700.00	10,106,012.90	4.000	3.128	486	09/30/2009
912828HU7	06920	U. S. TREASURY COUPON		04/08/2008	10,000,000.00	9,853,025.14	9,868,407.03	1.750	1.921	668	03/31/2010
		Subtotal and Average	**94,905,880.26**		**90,000,000.00**	**90,832,825.14**	**90,374,228.44**		**3.340**	**289**	
Federal Agency Coupons											
31331VQ66	06385	FEDERAL FARM CREDIT BANK		01/22/2007	10,000,000.00	10,284,400.00	10,033,703.79	5.375	4.986	414	07/20/2009
31331X7J5	06764	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,265,600.00	10,092,996.99	5.050	4.691	1,597	10/15/2012
31331YGH7	06767	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,085,806.33	9,999,911.72	4.625	4.603	1,282	12/05/2011
31331YJD3	06786	FEDERAL FARM CREDIT BANK		12/19/2007	10,000,000.00	10,009,400.00	10,000,000.00	4.625	4.562	1,296	12/19/2011
31331YXF2	06892	FEDERAL FARM CREDIT BANK		03/17/2008	10,000,000.00	9,996,113.89	10,005,513.89	3.970	3.915	1,380	03/12/2012
31331YVX5	06895	FEDERAL FARM CREDIT BANK		03/18/2008	10,000,000.00	9,937,261.11	10,081,709.55	3.950	3.733	1,737	03/04/2013
31331YYZ7	06900	FEDERAL FARM CREDIT BANK		03/20/2008	10,000,000.00	9,737,500.00	10,013,647.22	3.900	3.809	1,753	03/20/2013
31331YC32	06935	FEDERAL FARM CREDIT BANK		04/14/2008	10,000,000.00	9,940,600.00	10,000,000.00	3.500	3.452	1,047	04/14/2011
31331YB58	06938	FEDERAL FARM CREDIT BANK		04/15/2008	10,000,000.00	9,975,000.00	10,000,000.00	4.250	4.192	1,779	04/15/2013
31331YF88	06956	FEDERAL FARM CREDIT BANK		04/22/2008	10,000,000.00	9,903,100.00	9,911,950.00	4.125	4.268	1,786	04/22/2013
3133XDXB2	05168	FEDERAL HOME LOAN BANK		12/08/2005	5,000,000.00	5,034,400.00	5,000,000.00	5.000	4.934	99	09/08/2008
3133XHM41	06211	FEDERAL HOME LOAN BANK		11/01/2006	10,000,000.00	10,106,300.00	10,005,913.41	5.400	5.260	1,243	10/27/2011
3133XFJX5	06514	FEDERAL HOME LOAN BANK		04/11/2007	10,000,000.00	10,009,400.00	10,000,000.00	5.125	5.048	12	06/13/2008
3133XN2E8	06742	FEDERAL HOME LOAN BANK		11/28/2007	10,000,000.00	10,106,300.00	10,000,000.00	4.950	4.882	1,275	11/28/2011
3133XNQC6	06792	FEDERAL HOME LOAN BANK		12/27/2007	10,000,000.00	10,079,166.67	10,004,166.67	5.000	4.931	1,667	12/24/2012
3133XNVR7	06802	FEDERAL HOME LOAN BANK		01/04/2008	10,000,000.00	10,162,500.00	10,000,000.00	4.625	4.562	1,678	01/04/2013
3133XNWF2	06804	FEDERAL HOME LOAN BANK		01/07/2008	10,000,000.00	10,046,900.00	10,000,000.00	4.375	7.160	1,223	10/07/2011
3133XP6L3	06827	FEDERAL HOME LOAN BANK		01/30/2008	10,000,000.00	10,007,466.67	10,000,835.19	4.200	4.144	1,703	01/29/2013
3133XP5E0	06833	FEDERAL HOME LOAN BANK		02/05/2008	10,000,000.00	10,009,400.00	9,995,555.56	4.300	4.269	1,710	02/05/2013
3133XPB52	06840	FEDERAL HOME LOAN BANK		02/12/2008	10,000,000.00	9,803,100.00	9,977,162.70	3.500	3.528	1,167	08/12/2011
3133XPPY4	06887	FEDERAL HOME LOAN BANK		03/13/2008	10,000,000.00	9,995,154.17	10,015,787.29	4.125	4.115	1,725	02/20/2013
3133XQBJ0	06891	FEDERAL HOME LOAN BANK		03/17/2008	10,000,000.00	9,828,100.00	10,009,930.56	3.300	3.211	1,019	03/17/2011
3133XPZ31	06898	FEDERAL HOME LOAN BANK		03/19/2008	10,000,000.00	9,871,900.00	10,000,000.00	4.000	3.945	1,752	03/19/2013

General Fund
Portfolio Management
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May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3133XQKA9	06912	FEDERAL HOME LOAN BANK		04/02/2008	10,000,000.00	9,971,900.00	9,998,065.56	4.150	4.098	1,766	04/02/2013
3133XQK76	06926	FEDERAL HOME LOAN BANK		04/09/2008	10,000,000.00	9,921,900.00	9,990,288.89	3.500	3.474	1,773	04/09/2013
3133XQFY3	06943	FEDERAL HOME LOAN BANK		04/16/2008	10,000,000.00	9,915,600.00	10,000,000.00	4.000	3.945	1,780	04/16/2013
3133XQML3	06955	FEDERAL HOME LOAN BANK		04/21/2008	10,000,000.00	9,931,300.00	10,000,000.00	3.500	3.452	1,054	04/21/2011
3128X4ST9	05125	FED HOME LOAN MORT CORP		11/03/2005	5,000,000.00	5,052,550.00	5,000,000.00	4.900	4.912	155	11/03/2008
3128X3WY5	05176	FED HOME LOAN MORT CORP		12/08/2005	10,000,000.00	10,133,500.00	10,000,000.00	4.000	4.808	478	09/22/2009
3128X5SN9	06315	FED HOME LOAN MORT CORP		12/19/2006	10,000,000.00	10,011,600.00	9,999,666.67	5.150	5.102	1,296	12/19/2011
3128X5NT1	06343	FED HOME LOAN MORT CORP		01/05/2007	10,000,000.00	10,099,200.00	10,007,065.77	5.350	5.208	1,261	11/14/2011
3128X5VW5	06353	FED HOME LOAN MORT CORP		01/10/2007	9,975,000.00	10,003,029.75	9,975,000.00	5.320	5.247	1,318	01/10/2012
3128X6MS2	06678	FED HOME LOAN MORT CORP		10/01/2007	10,000,000.00	10,077,400.00	10,000,000.00	5.000	4.932	669	04/01/2010
3128X6NS1	06694	FED HOME LOAN MORT CORP		10/18/2007	10,000,000.00	10,267,700.00	9,993,110.18	5.050	5.003	1,597	10/15/2012
3128X6QN9	06712	FED HOME LOAN MORT CORP		11/05/2007	10,000,000.00	10,106,300.00	10,000,000.00	5.125	5.055	1,618	11/05/2012
3128X6QU3	06721	FED HOME LOAN MORT CORP		11/13/2007	10,000,000.00	10,075,900.00	10,000,000.00	5.000	4.932	1,626	11/13/2012
3128X6SQ0	06748	FED HOME LOAN MORT CORP		12/04/2007	20,000,000.00	20,259,000.00	20,000,000.00	4.600	4.537	1,647	12/04/2012
3128X6TS5	06761	FED HOME LOAN MORT CORP		12/10/2007	10,000,000.00	10,097,800.00	10,000,000.00	4.750	4.685	1,653	12/10/2012
3128X6TU0	06762	FED HOME LOAN MORT CORP		12/10/2007	20,000,000.00	20,235,400.00	20,000,000.00	4.550	4.488	1,653	12/10/2012
3128X6VF0	06780	FED HOME LOAN MORT CORP		12/17/2007	10,000,000.00	10,165,900.00	10,000,000.00	4.750	4.685	1,660	12/17/2012
3128X6WC6	06791	FED HOME LOAN MORT CORP		12/27/2007	10,000,000.00	10,054,300.00	10,000,000.00	4.450	6.881	845	09/24/2010
3128X6T63	06836	FED HOME LOAN MORT CORP		02/07/2008	10,000,000.00	10,008,500.00	10,002,566.67	3.750	3.674	981	02/07/2011
3128X66P6	06882	FED HOME LOAN MORT CORP		03/11/2008	9,000,000.00	8,990,280.00	9,000,000.00	3.250	3.686	1,013	03/11/2011
3128X7NC4	06982	FED HOME LOAN MORT CORP		05/15/2008	10,000,000.00	10,011,400.00	9,992,566.67	4.000	4.326	1,809	05/15/2013
3128X7NC4	06983	FED HOME LOAN MORT CORP		05/15/2008	10,000,000.00	10,011,400.00	10,000,000.00	4.000	4.311	1,809	05/15/2013
3128X7TS3	06992	FED HOME LOAN MORT CORP		05/20/2008	10,000,000.00	9,946,100.00	9,994,061.11	3.600	3.572	1,083	05/20/2011
3128X7TC8	06993	FED HOME LOAN MORT CORP		05/20/2008	10,000,000.00	9,976,000.00	9,992,601.85	3.200	3.192	810	08/20/2010
3128X7TC8	07006	FED HOME LOAN MORT CORP		05/28/2008	8,600,000.00	8,585,475.56	8,577,841.72	3.200	3.310	810	08/20/2010
31359MYM9	05120	FEDERAL NATIONAL MORT. ASSOC.		11/01/2005	10,000,000.00	10,034,400.00	10,000,000.00	4.500	4.756	64	08/04/2008
31359M4L4	06392	FEDERAL NATIONAL MORT. ASSOC.		01/24/2007	10,000,000.00	10,034,400.00	9,999,259.41	5.250	5.206	600	01/22/2010
3136F8VW2	06714	FEDERAL NATIONAL MORT. ASSOC.		11/05/2007	10,000,000.00	10,103,100.00	9,987,546.88	5.050	5.013	1,618	11/05/2012
3136F8XJ9	06740	FEDERAL NATIONAL MORT. ASSOC.		11/27/2007	10,000,000.00	10,065,600.00	10,000,000.00	4.800	4.734	1,640	11/27/2012
3136F8YR0	06769	FEDERAL NATIONAL MORT. ASSOC.		12/11/2007	10,000,000.00	10,006,300.00	10,000,000.00	4.700	4.636	1,654	12/11/2012
3136F8YW9	06776	FEDERAL NATIONAL MORT. ASSOC.		12/14/2007	10,000,000.00	10,046,900.00	10,000,000.00	4.600	4.537	1,657	12/14/2012
31398AMQ2	06843	FEDERAL NATIONAL MORT. ASSOC.		02/14/2008	10,000,000.00	9,974,488.89	10,008,888.89	4.000	3.945	1,711	02/06/2013
3136F9BT9	06879	FEDERAL NATIONAL MORT. ASSOC.		03/10/2008	10,000,000.00	9,834,400.00	10,000,000.00	3.000	2.959	1,012	03/10/2011
3136F9CL5	06880	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,003,100.00	9,995,222.22	4.125	4.080	1,744	03/11/2013
3136F9CL5	06881	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,003,100.00	9,995,222.22	4.125	4.080	1,744	03/11/2013
3136F9AH6	06897	FEDERAL NATIONAL MORT. ASSOC.		03/19/2008	10,000,000.00	9,996,900.00	10,124,200.00	4.100	3.742	1,752	03/19/2013

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
31398APS5	06941	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	9,931,300.00	9,995,312.50	2.750	2.738	684	04/16/2010
3136F9HR7	06942	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	9,931,300.00	9,990,250.00	3.500	3.474	1,780	04/16/2013
31398AQL9	06985	FEDERAL NATIONAL MORT. ASSOC.		04/29/2008	10,000,000.00	9,950,000.00	10,000,000.00	4.000	3.945	1,793	04/29/2013
3136F9ML4	06987	FEDERAL NATIONAL MORT. ASSOC.		05/19/2008	10,000,000.00	10,056,308.33	10,015,708.33	4.350	4.290	1,800	05/06/2013
3136F9QK2	07002	FEDERAL NATIONAL MORT. ASSOC.		05/27/2008	10,000,000.00	10,009,400.00	10,000,000.00	3.000	2.959	725	05/27/2010
3136F9PZ0	07005	FEDERAL NATIONAL MORT. ASSOC.		05/28/2008	10,000,000.00	10,024,000.00	9,970,050.00	4.050	4.061	1,822	05/28/2013
		Subtotal and Average	**649,610,651.02**		**657,575,000.00**	**659,109,303.37**	**657,753,280.08**		**4.351**	**1,358**	
Medium Term Notes											
073902CC0	05133	BEAR STEARNS CO INC		11/10/2005	7,000,000.00	6,990,410.00	6,988,482.13	2.875	4.868	31	07/02/2008
084664AR2	06242	BERKSHIRE HATHAWAY FINANCE		11/16/2006	10,000,000.00	10,100,700.00	9,866,228.62	4.125	4.956	593	01/15/2010
171232AK7	06760	CHUBB CORP.		12/10/2007	10,000,000.00	10,036,600.00	10,018,048.78	5.472	4.522	76	08/16/2008
22541LAN3	05333	CREDIT SUISSE FB USA		04/12/2006	10,000,000.00	10,066,900.00	9,943,209.92	4.700	5.249	365	06/01/2009
33901AAA6	05180	FLEETBOSTON FINANCIAL CORP		12/12/2005	10,000,000.00	10,405,500.00	10,319,429.91	7.375	4.932	548	12/01/2009
36962GS62	05234	GENERAL ELECTRIC CAPITAL CORP		02/03/2006	5,000,000.00	5,075,050.00	4,987,692.58	4.875	4.922	872	10/21/2010
36962GM27	05293	GENERAL ELECTRIC CAPITAL CORP		03/16/2006	10,000,000.00	9,999,500.00	9,785,956.41	3.750	5.227	562	12/15/2009
36962GX82	06106	GENERAL ELECTRIC CAPITAL CORP		08/29/2006	10,000,000.00	10,074,400.00	10,000,000.00	5.720	5.644	1,177	08/22/2011
36962GZ31	06398	GENERAL ELECTRIC CAPITAL CORP		01/26/2007	10,000,000.00	10,206,800.00	10,009,803.43	5.250	5.100	513	10/27/2009
36962GQ98	06527	GENERAL ELECTRIC CAPITAL CORP		04/17/2007	10,000,000.00	10,044,100.00	9,897,318.25	4.000	4.984	379	06/15/2009
02666QTZ6	06308	AMERICAN HONDA FINANCE		12/15/2006	10,000,000.00	10,001,600.00	9,952,817.18	3.850	4.941	158	11/06/2008
441812FY5	05154	HOUSEHOLD FINANCE CORP		11/30/2005	10,000,000.00	10,009,100.00	10,006,105.13	6.400	4.853	16	06/17/2008
441812GE8	05259	HOUSEHOLD FINANCE CORP		02/24/2006	9,000,000.00	9,098,910.00	9,038,132.07	5.875	5.109	245	02/01/2009
441812FY5	05260	HOUSEHOLD FINANCE CORP		02/24/2006	10,000,000.00	10,009,100.00	10,005,366.63	6.400	5.030	16	06/17/2008
441812KG8	06518	HOUSEHOLD FINANCE CORP		04/12/2007	10,000,000.00	10,052,200.00	9,961,305.71	4.750	5.109	348	05/15/2009
4042Q0AN9	06517	HSBC BANK USA NA/NEW YORK		04/12/2007	10,600,000.00	10,524,634.00	10,441,123.85	3.875	5.055	471	09/15/2009
163714AF5	05248	JP MORGAN CHASE BANK		02/17/2006	5,000,000.00	5,036,900.00	5,014,964.81	6.700	5.060	75	08/15/2008
59018YUZ2	05179	MERRILL LYNCH		12/12/2005	10,000,000.00	9,682,900.00	9,880,912.77	4.250	4.971	617	02/08/2010
59018YWT4	06685	MERRILL LYNCH		10/05/2007	7,100,000.00	6,996,766.00	7,086,283.33	3.341	4.758	243	01/30/2009
634902JZ4	05331	NATIONAL CITY BANK		04/11/2006	10,075,000.00	9,672,403.00	9,945,068.06	4.150	5.295	426	08/01/2009
634902LJ7	06289	NATIONAL CITY BANK		12/12/2006	8,060,000.00	7,634,996.20	7,973,310.59	4.250	4.887	607	01/29/2010
92976FAS2	05062	WACHOVIA BANK NA		08/31/2005	10,000,000.00	9,998,500.00	9,999,492.29	4.375	4.340	75	08/15/2008
949746NB3	06251	WELLS FARGO & CO.		11/21/2006	10,000,000.00	10,020,300.00	9,940,422.27	4.875	5.059	955	01/12/2011
931142BV4	06773	WAL-MART STORES		12/13/2007	7,000,000.00	7,071,610.00	6,953,312.82	4.125	4.330	989	02/15/2011
		Subtotal and Average	**217,999,461.82**		**218,835,000.00**	**218,809,879.20**	**218,014,787.54**		**4.978**	**429**	

5.5.08 9.16

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Negotiable Certificates of Deposit											
5525VOAM8	06526	MARSHALL & ILSLEY		04/17/2007	10,000,000.00	9,785,100.00	9,869,324.01	3.950	5.043	439	08/14/2009
90531CHK1	06866	UNION BANK OF CALIFORNIA		03/03/2008	10,000,000.00	10,001,600.00	10,000,000.00	3.000	2.959	12	06/13/2008
90531CLQ3	06923	UNION BANK OF CALIFORNIA		04/08/2008	10,000,000.00	10,001,600.00	10,000,000.00	2.710	2.673	26	06/27/2008
90531CPZ9	06985	UNION BANK OF CALIFORNIA		05/16/2008	20,000,000.00	19,998,800.00	20,000,000.00	2.550	2.550	43	07/14/2008
90263LYG5	07008	UBS AG STAMFORD CT		05/28/2008	10,000,000.00	9,997,300.00	10,000,234.66	2.575	2.565	85	08/25/2008
90333UL67	07009	US BANK NA CINCINNATI		05/28/2008	10,000,000.00	9,994,200.00	10,000,000.00	2.440	2.440	85	08/25/2008
		Subtotal and Average	**117,832,861.94**		**70,000,000.00**	**69,778,600.00**	**69,869,558.67**		**2.965**	**104**	
Collateralized CDs											
CD96401796	06806	CITIZENS BUSINESS BANK		01/07/2008	10,000,000.00	10,000,000.00	10,000,000.00	4.080	4.080	36	07/07/2008
96401882	06902	CITIZENS BUSINESS BANK		03/20/2008	10,000,000.00	10,000,000.00	10,000,000.00	2.080	2.080	17	06/18/2008
1003341212	06915	GRANITE COMMUNITY BANK		04/03/2008	1,000,000.00	1,000,000.00	1,000,000.00	2.510	2.510	305	04/02/2009
990585788B	06894	UMPQUA BANK		03/17/2008	5,000,000.00	5,000,000.00	5,000,000.00	3.500	3.500	12	06/13/2008
990586117	06964	UMPQUA BANK		04/28/2008	10,000,000.00	10,000,000.00	10,000,000.00	3.250	3.250	57	07/28/2008
		Subtotal and Average	**36,000,000.00**		**36,000,000.00**	**36,000,000.00**	**36,000,000.00**		**3.170**	**41**	
Commercial Paper Disc. -Amortizing											
		Subtotal and Average	**68,038,731.18**								
Treasury Discounts -Amortizing											
912795E72	06758	U. S. TREASURY BILL		12/10/2007	10,000,000.00	9,996,466.67	9,996,466.67	3.180	3.276	4	06/05/2008
912795E80	06779	U. S. TREASURY BILL		12/17/2007	10,000,000.00	9,990,359.72	9,990,359.72	3.155	3.250	11	06/12/2008
912795F55	06848	U. S. TREASURY BILL		02/21/2008	10,000,000.00	9,973,677.78	9,973,677.78	2.060	2.106	46	07/17/2008
912795G70	06921	U. S. TREASURY BILL		04/08/2008	10,000,000.00	9,949,411.11	9,949,411.11	1.570	1.604	116	09/25/2008
		Subtotal and Average	**48,889,949.28**		**40,000,000.00**	**39,909,915.28**	**39,909,915.28**		**2.560**	**44**	
MIDDLE FORK JPA											
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	20,324,318.00	20,324,318.00	20,324,318.00	5.310	5.237	10,166	04/01/2036
		Subtotal and Average	**20,324,318.00**		**20,324,318.00**	**20,324,318.00**	**20,324,318.00**		**5.237**	**10,166**	
Rolling Repurchase Agreements - 2											
SYS07004	07004	CANTOR FITZGERALD		05/27/2008	64,507,778.28	64,507,778.28	64,507,778.28	2.230	2.199	1	
		Subtotal and Average	**8,033,002.55**		**64,507,778.28**	**64,507,778.28**	**64,507,778.28**		**2.199**	**1**	

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
		Total and Average	1,275,280,764.31		1,197,242,096.28	1,199,272,619.27	1,196,753,866.29		4.112	1,028

5.2.08

General Fund
Portfolio Management
Portfolio Details - Cash
May 31, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			14,508,720.68	14,508,720.68	14,508,720.68		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			849,598.85	849,598.85	849,598.85		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**1,275,280,764.31**		**1,212,600,415.81**	**1,214,630,938.80**	**1,212,112,185.82**		**4.112**	**1,028**



PLACER COUNTY 2007/2008
Purchases Report
Sorted by Fund - Investment Number
May 1, 2008 - May 31, 2008

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity/ Call Date	YTM/YTC 365	Ending Book Value
General Fund													
74977KE21	06967	1010	ACP	RABUSA	10,000,000.00	05/01/2008	05/02 - At Maturity	9,999,411.11		2.120	05/02/2008	2.150	0.00
90262CE52	06968	1010	ACP	UBSF	18,000,000.00	05/02/2008	05/05 - At Maturity	17,996,850.00		2.100	05/05/2008	2.130	0.00
90262CE60	06969	1010	ACP	UBSF	21,500,000.00	05/05/2008	05/06 - At Maturity	21,498,805.56		2.000	05/06/2008	2.028	0.00
36959HE78	06970	1010	ACP	GE CAP	28,000,000.00	05/06/2008	05/07 - At Maturity	27,998,561.11		1.850	05/07/2008	1.876	0.00
90531CNX6	06971	1010	NCB	UBKCAL	20,000,000.00	05/07/2008	05/21 - Final Pmt.	20,000,000.00		2.320	05/21/2008	2.320	0.00
36959HE86	06972	1010	ACP	GE CAP	10,000,000.00	05/07/2008	05/08 - At Maturity	9,999,513.89		1.750	05/08/2008	1.774	0.00
36959HE94	06973	1010	ACP	GE CAP	18,500,000.00	05/08/2008	05/09 - At Maturity	18,499,023.61		1.900	05/09/2008	1.926	0.00
90262CEC7	06974	1010	ACP	UBSF	20,000,000.00	05/09/2008	05/12 - At Maturity	19,996,833.33		1.900	05/12/2008	1.927	0.00
36959HEK9	06975	1010	ACP	GE CAP	50,000,000.00	05/09/2008	05/19 - At Maturity	49,972,777.78		1.960	05/19/2008	1.988	0.00
36959HEK9	06976	1010	ACP	GE CAP	5,000,000.00	05/09/2008	05/19 - At Maturity	4,997,277.78		1.960	05/19/2008	1.988	0.00
90333UJ45	06977	1010	NCB	USBNA	25,000,000.00	05/09/2008	05/19 - Final Pmt.	25,000,000.00		2.240	05/19/2008	2.240	0.00
90333UJ45	06978	1010	NCB	USBNA	50,000,000.00	05/09/2008	05/19 - Final Pmt.	50,000,000.00		2.240	05/19/2008	2.240	0.00
74977KED7	06979	1010	ACP	RABUSA	22,000,000.00	05/12/2008	05/13 - At Maturity	21,998,808.33		1.950	05/13/2008	1.977	0.00
36959HEE3	06980	1010	ACP	GE CAP	45,000,000.00	05/13/2008	05/14 - At Maturity	44,997,625.00		1.900	05/14/2008	1.926	0.00
36959HEF0	06981	1010	ACP	GE CAP	43,000,000.00	05/14/2008	05/15 - At Maturity	42,997,730.56		1.900	05/15/2008	1.926	0.00
3128X7NC4	06982	1010	FAC	FHLMC	10,000,000.00	05/15/2008	11/15 - Quarterly	9,992,500.00		4.000	08/15/2008	4.153	9,992,566.67
3128X7NC4	06983	1010	FAC	FHLMC	10,000,000.00	05/15/2008	11/15 - Quarterly	10,000,000.00		4.000	08/15/2008	4.371	10,000,000.00
74977KEG0	06984	1010	ACP	RABUSA	29,000,000.00	05/15/2008	05/16 - At Maturity	28,998,388.89		2.000	05/16/2008	2.028	0.00
90531CPZ9	06985	1010	NCB	UBKCAL	20,000,000.00	05/16/2008	07/14 - At Maturity	20,000,000.00		2.550	07/14/2008	2.585	20,000,000.00
90531CQA3	06986	1010	NCB	UBKCAL	18,500,000.00	05/16/2008	05/30 - At Maturity	18,500,000.00		2.250	05/30/2008	2.281	0.00
3136F9ML4	06987	1010	FAC	FNMA	10,000,000.00	05/19/2008	11/06 - 05/06	10,000,000.00	15,708.33	4.350	05/06/2013	4.350	10,015,708.33
90262CEL7	06988	1010	ACP	UBSF	50,000,000.00	05/19/2008	05/20 - At Maturity	49,997,361.11		1.900	05/20/2008	1.926	0.00
90262CEL7	06989	1010	ACP	UBSF	19,000,000.00	05/19/2008	05/20 - At Maturity	18,998,997.22		1.900	05/20/2008	1.926	0.00
74977KEL9	06990	1010	ACP	RABUSA	50,000,000.00	05/19/2008	05/20 - At Maturity	49,997,500.00		1.800	05/20/2008	1.825	0.00
74977KEL9	06991	1010	ACP	RABUSA	19,000,000.00	05/19/2008	05/20 - At Maturity	18,999,050.00		1.800	05/20/2008	1.825	0.00
3128X7TS3	06992	1010	FAC	FHLMC	10,000,000.00	05/20/2008	11/20 - 05/20	9,994,000.00		3.600	05/20/2011	3.621	9,994,061.11
3128X7TC8	06993	1010	FAC	FHLMC	10,000,000.00	05/20/2008	11/20 - 05/20	9,992,500.00		3.200	08/20/2010	3.231	9,992,601.85
74977KEM7	06994	1010	ACP	RABUSA	31,000,000.00	05/20/2008	05/21 - At Maturity	30,998,329.44		1.940	05/21/2008	1.967	0.00
74977KEN5	06995	1010	ACP	RABUSA	50,000,000.00	05/21/2008	05/22 - At Maturity	49,997,236.11		1.990	05/22/2008	2.018	0.00
74977KEN5	06996	1010	ACP	RABUSA	10,000,000.00	05/21/2008	05/22 - At Maturity	9,999,447.22		1.990	05/22/2008	2.018	0.00
74977KEP0	06997	1010	ACP	RABUSA	50,000,000.00	05/22/2008	05/23 - At Maturity	49,997,236.11		1.990	05/23/2008	2.018	0.00
74977KEP0	06998	1010	ACP	RABUSA	7,500,000.00	05/22/2008	05/23 - At Maturity	7,499,585.42		1.990	05/23/2008	2.018	0.00

PLACER COUNTY 2007/2008
Purchases Report
May 1, 2008 - May 31, 2008

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity/ Call Date	YTM/YTC 365	Ending Book Value
General Fund													
74977KET2	06999	1010	ACP	RABUSA	50,000,000.00	05/23/2008	05/27 - At Maturity	49,988,888.89		2.000	05/27/2008	2.028	0.00
74977KET2	07001	1010	ACP	RABUSA	16,000,000.00	05/23/2008	05/27 - At Maturity	15,996,444.44		2.000	05/27/2008	2.028	0.00
3136F9QK2	07002	1010	FAC	FNMA	10,000,000.00	05/27/2008	11/27 - 05/27	10,000,000.00		3.000	08/27/2008	3.000	10,000,000.00
36959HEU7	07003	1010	ACP	GE CAP	37,000,000.00	05/27/2008	05/28 - At Maturity	36,997,995.83		1.850	05/28/2008	1.977	0.00
SYS07004	07004	1010	RR2	CF	40,000,000.00	05/27/2008	/ - 1 Day	40,000,000.00		2.210		2.210	64,507,778.28
3136F9PZ0	07005	1010	FAC	FNMA	10,000,000.00	05/28/2008	11/28 - 05/28	9,970,000.00		4.050	05/28/2013	4.117	9,970,050.00
3128X7TC8	07006	1010	FAC	FHLMC	8,600,000.00	05/28/2008	11/20 - 05/20	8,571,620.00	6,115.56	3.200	08/20/2010	3.384	8,577,841.72
74977KEV7	07007	1010	ACP	RABUSA	14,000,000.00	05/28/2008	05/29 - At Maturity	13,999,125.00		2.250	05/29/2008	2.281	0.00
90263LYG5	07008	1010	NCB	UBSNCT	10,000,000.00	05/28/2008	08/25 - At Maturity	10,000,245.70		2.575	08/25/2008	2.601	10,000,234.66
90333UL67	07009	1010	NCB	USBNA	10,000,000.00	05/28/2008	08/25 - At Maturity	10,000,000.00		2.440	08/25/2008	2.474	10,000,000.00
74977KEW5	07010	1010	ACP	RABUSA	33,000,000.00	05/29/2008	05/30 - At Maturity	32,998,056.67		2.120	05/30/2008	2.150	0.00
				Subtotal	1,028,600,000.00			1,028,437,726.11	21,823.89				183,050,842.62
				Total Purchases	1,028,600,000.00			1,028,437,726.11	21,823.89				183,050,842.62

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of JUNE 30, 2008

5.5.2 a.22

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

June 30, 2008

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Face Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by US Bank.

The Weighted Average Maturity of the investments with the Treasury is 1,068 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $249,320,378.60 in cash and investments maturing in the next 180 days.

5.5.2.a.23

General Fund
Portfolio Management
Portfolio Summary
June 30, 2008

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	90,000,000.00	90,754,525.14	90,343,182.85	7.68	848	259	3.340	3.386
Federal Agency Coupons	677,575,000.00	678,215,749.87	677,732,049.09	57.63	1,519	1,325	4.318	4.378
Medium Term Notes	198,835,000.00	198,454,133.55	198,057,473.89	16.84	1,094	441	4.982	5.051
Negotiable Certificates of Deposit	60,000,000.00	59,779,600.00	59,878,529.62	5.09	205	102	2.981	3.022
Collateralized CDs	36,000,000.00	36,000,000.00	36,000,000.00	3.06	149	73	3.353	3.400
Commercial Paper Disc. -Amortizing	15,000,000.00	15,000,000.00	15,000,000.00	1.28	1	0	2.240	2.271
Treasury Discounts -Amortizing	20,000,000.00	19,953,338.88	19,953,338.88	1.70	158	51	1.855	1.881
MIDDLE FORK JPA	23,449,712.00	23,449,712.00	23,449,712.00	1.99	10,961	10,136	5.237	5.310
Rolling Repurchase Agreements - 2	55,679,540.08	55,679,540.08	55,679,540.08	4.73	1	1	2.268	2.300
Investments	**1,176,539,252.08**	**1,177,286,599.52**	**1,176,093,826.41**	**100.00%**	**1,361**	**1,068**	**4.110**	**4.167**
Cash								
Passbook/Checking (not included in yield calculations)	17,320,378.60	17,320,378.60	17,320,378.60		1	1	0.000	0.000
Total Cash and Investments	**1,193,859,630.68**	**1,194,606,978.12**	**1,193,414,205.01**		**1,361**	**1,068**	**4.110**	**4.167**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	4,023,921.09	52,479,399.34	52,479,399.34
Average Daily Balance	**1,207,598,469.39**	**1,141,656,954.07**	
Effective Rate of Return	**4.05%**	**4.58%**	

7/3/08

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

5.5.2.f

Reporting period 06/01/2008-06/30/2008
Data Updated: FUNDSNAP: 07/03/2008 11:23
Run Date: 07/03/2008 - 11:23

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828BG4	03078	U. S. TREASURY COUPON		08/29/2003	10,000,000.00	10,018,800.00	9,997,944.53	3.250	3.386	45	08/15/2008
912828BK5	03093	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,013,300.00	4,998,797.55	3.125	3.207	76	09/15/2008
912828BK5	03094	U. S. TREASURY COUPON		09/15/2003	5,000,000.00	5,013,300.00	4,998,862.55	3.125	3.200	76	09/15/2008
912828FT2	06176	U. S. TREASURY COUPON		10/11/2006	10,000,000.00	10,071,100.00	9,996,445.31	4.625	4.710	91	09/30/2008
912828FV7	06688	U. S. TREASURY COUPON		10/11/2007	10,000,000.00	10,094,500.00	10,019,506.96	4.875	4.209	122	10/31/2008
912828EC0	06749	U. S. TREASURY COUPON		12/04/2007	10,000,000.00	10,028,100.00	10,009,926.47	4.125	3.253	45	08/15/2008
912828GY0	06759	U. S. TREASURY COUPON		12/10/2007	10,000,000.00	10,235,900.00	10,152,493.74	4.625	3.122	395	07/31/2009
912828HD5	06765	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,202,300.00	10,099,739.19	4.000	3.126	456	09/30/2009
912828HD5	06766	U. S. TREASURY COUPON		12/11/2007	10,000,000.00	10,202,300.00	10,099,468.89	4.000	3.128	456	09/30/2009
912828HU7	06920	U. S. TREASURY COUPON		04/08/2008	10,000,000.00	9,874,925.14	9,969,997.66	1.750	1.921	638	03/31/2010
		Subtotal and Average	**90,358,188.22**		**90,000,000.00**	**90,754,525.14**	**90,343,182.85**		**3.340**	**259**	
Federal Agency Coupons											
31331VQ66	06385	FEDERAL FARM CREDIT BANK		01/22/2007	10,000,000.00	10,256,300.00	10,031,231.63	5.375	4.986	384	07/20/2009
31331X7J5	06764	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,215,600.00	10,087,349.40	5.050	4.691	1,567	10/15/2012
31331YGH7	06767	FEDERAL FARM CREDIT BANK		12/11/2007	10,000,000.00	10,062,500.00	9,993,474.58	4.625	4.603	1,252	12/05/2011
31331YJD3	06786	FEDERAL FARM CREDIT BANK		12/19/2007	10,000,000.00	10,003,100.00	10,000,000.00	4.625	4.562	1,266	12/19/2011
31331YXF2	06892	FEDERAL FARM CREDIT BANK		03/17/2008	10,000,000.00	9,980,513.89	10,005,513.89	3.970	3.915	1,350	03/12/2012
31331YVX5	06895	FEDERAL FARM CREDIT BANK		03/18/2008	10,000,000.00	9,918,461.11	10,078,565.08	3.950	3.733	1,707	03/04/2013
31331YYZ7	06900	FEDERAL FARM CREDIT BANK		03/20/2008	10,000,000.00	9,718,800.00	10,012,230.56	3.900	3.809	1,723	03/20/2013
31331YC32	06935	FEDERAL FARM CREDIT BANK		04/14/2008	10,000,000.00	9,959,400.00	10,000,000.00	3.500	3.452	1,017	04/14/2011
31331YB58	06938	FEDERAL FARM CREDIT BANK		04/15/2008	10,000,000.00	9,962,500.00	10,000,000.00	4.250	4.192	1,749	04/15/2013
31331YF88	06956	FEDERAL FARM CREDIT BANK		04/22/2008	10,000,000.00	9,884,400.00	9,913,450.00	4.125	4.268	1,756	04/22/2013
3133XDXB2	05168	FEDERAL HOME LOAN BANK		12/08/2005	5,000,000.00	5,021,900.00	5,000,000.00	5.000	4.934	69	09/08/2008
3133XHM41	06211	FEDERAL HOME LOAN BANK		11/01/2006	10,000,000.00	10,075,000.00	10,004,698.32	5.400	5.260	1,213	10/27/2011
3133XN2E8	06742	FEDERAL HOME LOAN BANK		11/28/2007	10,000,000.00	10,075,000.00	10,000,000.00	4.950	4.882	1,245	11/28/2011
3133XNQC6	06792	FEDERAL HOME LOAN BANK		12/27/2007	10,000,000.00	10,053,100.00	10,000,000.00	5.000	4.931	1,637	12/24/2012
3133XNVR7	06802	FEDERAL HOME LOAN BANK		01/04/2008	10,000,000.00	10,131,300.00	10,000,000.00	4.625	4.562	1,648	01/04/2013
3133XNWF2	06804	FEDERAL HOME LOAN BANK		01/07/2008	10,000,000.00	10,034,400.00	10,000,000.00	4.375	7.160	1,193	10/07/2011
3133XP6L3	06827	FEDERAL HOME LOAN BANK		01/30/2008	10,000,000.00	9,988,666.67	10,000,876.98	4.200	4.144	1,673	01/29/2013
3133XP5E0	06833	FEDERAL HOME LOAN BANK		02/05/2008	10,000,000.00	9,990,600.00	9,997,638.89	4.300	4.269	1,680	02/05/2013
3133XPB52	06840	FEDERAL HOME LOAN BANK		02/12/2008	10,000,000.00	9,843,800.00	9,977,757.94	3.500	3.528	1,137	08/12/2011
3133XPPY4	06867	FEDERAL HOME LOAN BANK		03/13/2008	10,000,000.00	9,982,654.17	10,019,800.03	4.125	4.115	1,695	02/20/2013
3133XQBJ0	06891	FEDERAL HOME LOAN BANK		03/17/2008	10,000,000.00	9,865,600.00	10,008,888.89	3.300	3.211	989	03/17/2011
3133XPZ31	06898	FEDERAL HOME LOAN BANK		03/19/2008	10,000,000.00	9,856,300.00	10,000,000.00	4.000	3.945	1,722	03/19/2013
3133XQKA9	06912	FEDERAL HOME LOAN BANK		04/02/2008	10,000,000.00	9,953,100.00	9,998,098.89	4.150	4.098	1,736	04/02/2013

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3133XQK76	06926	FEDERAL HOME LOAN BANK		04/09/2008	10,000,000.00	9,912,500.00	9,990,455.56	3.500	4.085	1,743	04/09/2013
3133XQFY3	06943	FEDERAL HOME LOAN BANK		04/16/2008	10,000,000.00	9,896,900.00	10,000,000.00	4.000	3.945	1,750	04/16/2013
3133XQML3	06955	FEDERAL HOME LOAN BANK		04/21/2008	10,000,000.00	9,956,300.00	10,000,000.00	3.500	3.452	1,024	04/21/2011
3133XRE55	07017	FEDERAL HOME LOAN BANK		06/09/2008	10,000,000.00	9,965,600.00	10,000,000.00	3.550	3.501	1,073	06/09/2011
3128X4ST9	05125	FED HOME LOAN MORT CORP		11/03/2005	5,000,000.00	5,039,650.00	5,000,000.00	4.900	4.912	125	11/03/2008
3128X3WY5	05176	FED HOME LOAN MORT CORP		12/08/2005	10,000,000.00	10,127,800.00	10,000,000.00	4.000	4.808	448	09/22/2009
3128X5NT1	06343	FED HOME LOAN MORT CORP		01/05/2007	10,000,000.00	10,068,300.00	10,005,765.32	5.350	5.208	1,231	11/14/2011
3128X5VW5	06353	FED HOME LOAN MORT CORP		01/10/2007	9,975,000.00	9,980,885.25	9,975,000.00	5.320	5.247	1,288	01/10/2012
3128X6MS2	06678	FED HOME LOAN MORT CORP		10/01/2007	10,000,000.00	10,059,700.00	10,000,000.00	5.000	4.932	639	04/01/2010
3128X6NS1	06694	FED HOME LOAN MORT CORP		10/18/2007	10,000,000.00	10,223,600.00	9,993,528.59	5.050	5.003	1,567	10/15/2012
3128X6QN9	06712	FED HOME LOAN MORT CORP		11/05/2007	10,000,000.00	10,079,800.00	10,000,000.00	5.125	5.055	1,588	11/05/2012
3128X6QU3	06721	FED HOME LOAN MORT CORP		11/13/2007	10,000,000.00	10,057,200.00	10,000,000.00	5.000	4.932	1,596	11/13/2012
3128X6SQ0	06748	FED HOME LOAN MORT CORP		12/04/2007	20,000,000.00	20,200,000.00	20,000,000.00	4.600	4.537	1,617	12/04/2012
3128X6TS5	06761	FED HOME LOAN MORT CORP		12/10/2007	10,000,000.00	10,075,300.00	10,000,000.00	4.750	4.685	1,623	12/10/2012
3128X6TU0	06762	FED HOME LOAN MORT CORP		12/10/2007	20,000,000.00	20,183,000.00	20,000,000.00	4.550	4.488	1,623	12/10/2012
3128X6VF0	06780	FED HOME LOAN MORT CORP		12/17/2007	10,000,000.00	10,126,300.00	10,000,000.00	4.750	4.685	1,630	12/17/2012
3128X6WC6	06791	FED HOME LOAN MORT CORP		12/27/2007	10,000,000.00	10,036,500.00	10,000,000.00	4.450	6.881	815	09/24/2010
3128X6T63	06836	FED HOME LOAN MORT CORP		02/07/2008	10,000,000.00	10,007,400.00	10,001,400.00	3.750	3.674	951	02/07/2011
3128X66P6	06882	FED HOME LOAN MORT CORP		03/11/2008	9,000,000.00	8,981,910.00	9,000,000.00	3.250	3.686	983	03/11/2011
3128X7NC4	06982	FED HOME LOAN MORT CORP		05/15/2008	10,000,000.00	10,002,700.00	9,992,691.67	4.000	4.326	1,779	05/15/2013
3128X7NC4	06983	FED HOME LOAN MORT CORP		05/15/2008	10,000,000.00	10,002,700.00	10,000,000.00	4.000	4.311	1,779	05/15/2013
3128X7TS3	06992	FED HOME LOAN MORT CORP		05/20/2008	10,000,000.00	9,988,300.00	9,994,227.78	3.600	3.572	1,053	05/20/2011
3128X7TC8	06993	FED HOME LOAN MORT CORP		05/20/2008	10,000,000.00	9,978,600.00	9,992,879.63	3.200	3.192	780	08/20/2010
3128X7TC8	07006	FED HOME LOAN MORT CORP		05/28/2008	8,600,000.00	8,587,711.56	8,578,903.32	3.200	3.310	780	08/20/2010
3128X7WX8	07020	FED HOME LOAN MORT CORP		06/11/2008	10,000,000.00	9,994,100.00	10,000,000.00	4.000	3.945	1,441	06/11/2012
31359MYM9	05120	FEDERAL NATIONAL MORT. ASSOC.		11/01/2005	10,000,000.00	10,018,800.00	10,000,000.00	4.500	4.756	34	08/04/2008
31359M4L4	06392	FEDERAL NATIONAL MORT. ASSOC.		01/24/2007	10,000,000.00	10,015,600.00	9,999,695.05	5.250	5.206	570	01/22/2010
3136F8VW2	06714	FEDERAL NATIONAL MORT. ASSOC.		11/05/2007	10,000,000.00	10,078,100.00	9,987,781.25	5.050	5.013	1,588	11/05/2012
3136F8XJ9	06740	FEDERAL NATIONAL MORT. ASSOC.		11/27/2007	10,000,000.00	10,034,400.00	10,000,000.00	4.800	4.734	1,610	11/27/2012
3136F8YW9	06776	FEDERAL NATIONAL MORT. ASSOC.		12/14/2007	10,000,000.00	10,018,800.00	10,000,000.00	4.600	4.537	1,627	12/14/2012
31398AMQ2	06843	FEDERAL NATIONAL MORT. ASSOC.		02/14/2008	10,000,000.00	9,955,788.89	10,008,888.89	4.000	3.945	1,681	02/06/2013
3136F9BT9	06879	FEDERAL NATIONAL MORT. ASSOC.		03/10/2008	10,000,000.00	9,875,000.00	10,000,000.00	3.000	2.959	982	03/10/2011
3136F9CL5	06880	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,009,400.00	9,995,305.56	4.125	4.080	1,714	03/11/2013
3136F9CL5	06881	FEDERAL NATIONAL MORT. ASSOC.		03/11/2008	10,000,000.00	10,009,400.00	9,995,305.56	4.125	4.080	1,714	03/11/2013
3136F9AH6	06897	FEDERAL NATIONAL MORT. ASSOC.		03/19/2008	10,000,000.00	9,968,800.00	10,118,450.00	4.100	3.742	1,722	03/19/2013
31398APS5	06941	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	9,934,400.00	9,995,520.83	2.750	2.738	654	04/16/2010

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3136F9HR7	06942	FEDERAL NATIONAL MORT. ASSOC.		04/16/2008	10,000,000.00	9,921,900.00	9,990,416.67	3.500	4.220	1,750	04/16/2013
31398AQL9	06965	FEDERAL NATIONAL MORT. ASSOC.		04/29/2008	10,000,000.00	9,921,900.00	10,000,000.00	4.000	3.945	1,763	04/29/2013
3136F9ML4	06987	FEDERAL NATIONAL MORT. ASSOC.		05/19/2008	10,000,000.00	10,034,508.33	10,015,708.33	4.350	4.290	1,770	05/06/2013
3136F9QK2	07002	FEDERAL NATIONAL MORT. ASSOC.		05/27/2008	10,000,000.00	10,003,100.00	10,000,000.00	3.000	3.444	695	05/27/2010
3136F9PZ0	07005	FEDERAL NATIONAL MORT. ASSOC.		05/28/2008	10,000,000.00	9,940,600.00	9,970,550.00	4.050	4.061	1,792	05/28/2013
3136F9TG8	07012	FEDERAL NATIONAL MORT. ASSOC.		06/03/2008	10,000,000.00	10,031,300.00	10,000,000.00	4.000	3.945	1,067	06/03/2011
3136F9SX2	07026	FEDERAL NATIONAL MORT. ASSOC.		06/16/2008	10,000,000.00	10,021,900.00	10,000,000.00	4.100	4.044	1,080	06/16/2011
3136F9WA7	07040	FEDERAL NATIONAL MORT. ASSOC.		06/30/2008	10,000,000.00	10,056,300.00	10,000,000.00	4.000	3.945	729	06/30/2010
		Subtotal and Average	**669,740,860.01**		**677,575,000.00**	**678,215,749.87**	**677,732,049.09**		**4.318**	**1,325**	
Medium Term Notes											
073902CC0	05133	BEAR STEARNS CO INC		11/10/2005	7,000,000.00	7,000,000.00	6,999,628.46	2.875	4.868	1	07/02/2008
084664AR2	06242	BERKSHIRE HATHAWAY FINANCE		11/16/2006	10,000,000.00	10,098,700.00	9,873,100.44	4.125	4.956	563	01/15/2010
171232AK7	06760	CHUBB CORP.		12/10/2007	10,000,000.00	10,021,700.00	10,010,829.27	5.472	4.522	46	08/16/2008
22541LAN3	05333	CREDIT SUISSE FB USA		04/12/2006	10,000,000.00	10,028,700.00	9,947,942.43	4.700	5.249	335	06/01/2009
33901AAA6	05180	FLEETBOSTON FINANCIAL CORP		12/12/2005	10,000,000.00	10,396,400.00	10,301,683.81	7.375	4.932	518	12/01/2009
36962GS62	05234	GENERAL ELECTRIC CAPITAL CORP		02/03/2006	5,000,000.00	5,078,600.00	4,988,121.91	4.875	4.922	842	10/21/2010
36962GM27	05293	GENERAL ELECTRIC CAPITAL CORP		03/16/2006	10,000,000.00	10,025,800.00	9,797,547.22	3.750	5.227	532	12/15/2009
36962GX82	06106	GENERAL ELECTRIC CAPITAL CORP		08/29/2006	10,000,000.00	10,052,900.00	10,000,000.00	5.720	5.644	1,147	08/22/2011
36962GZ31	06398	GENERAL ELECTRIC CAPITAL CORP		01/26/2007	10,000,000.00	10,167,900.00	10,009,222.20	5.250	5.100	483	10/27/2009
36962GQ98	06527	GENERAL ELECTRIC CAPITAL CORP		04/17/2007	10,000,000.00	10,016,500.00	9,905,554.76	4.000	4.984	349	06/15/2009
02666QTZ6	06308	AMERICAN HONDA FINANCE		12/15/2006	10,000,000.00	9,999,100.00	9,961,949.34	3.850	4.941	128	11/06/2008
441812GE8	05259	HOUSEHOLD FINANCE CORP		02/24/2006	9,000,000.00	9,062,550.00	9,033,365.56	5.875	5.109	215	02/01/2009
441812KG8	06518	HOUSEHOLD FINANCE CORP		04/12/2007	10,000,000.00	10,010,000.00	9,964,680.21	4.750	5.109	318	05/15/2009
4042Q0AN9	06517	HSBC BANK USA NA/NEW YORK		04/12/2007	10,600,000.00	10,470,150.00	10,451,396.01	3.875	5.055	441	09/15/2009
163714AF5	05248	JP MORGAN CHASE BANK		02/17/2006	5,000,000.00	5,022,450.00	5,008,898.00	6.700	5.060	45	08/15/2008
59018YUZ2	05179	MERRILL LYNCH		12/12/2005	10,000,000.00	9,785,400.00	9,886,798.46	4.250	4.971	587	02/08/2010
59018YWT4	06685	MERRILL LYNCH		10/05/2007	7,100,000.00	6,990,234.00	7,087,976.75	3.341	4.758	213	01/30/2009
634902JZ4	05331	NATIONAL CITY BANK		04/11/2006	10,075,000.00	9,549,588.75	9,954,348.91	4.150	5.295	396	08/01/2009
634902LJ7	06289	NATIONAL CITY BANK		12/12/2006	8,060,000.00	7,501,280.80	7,977,659.55	4.250	4.887	577	01/29/2010
92976FAS2	05062	WACHOVIA BANK NA		08/31/2005	10,000,000.00	9,990,400.00	9,999,698.12	4.375	4.340	45	08/15/2008
949746NB3	06251	WELLS FARGO & CO.		11/21/2006	10,000,000.00	10,137,900.00	9,942,321.66	4.875	5.059	925	01/12/2011
931142BV4	06773	WAL-MART STORES		12/13/2007	7,000,000.00	7,047,880.00	6,954,750.82	4.125	4.330	959	02/15/2011
		Subtotal and Average	**208,700,832.07**		**198,835,000.00**	**198,454,133.55**	**198,057,473.89**		**4.982**	**441**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Negotiable Certificates of Deposit											
5525VOAM8	06526	MARSHALL & ILSLEY		04/17/2007	10,000,000.00	9,785,100.00	9,878,377.78	3.950	5.043	409	08/14/2009
90531CPZ9	06985	UNION BANK OF CALIFORNIA		05/16/2008	20,000,000.00	19,999,200.00	20,000,000.00	2.550	2.550	13	07/14/2008
90531CSE3	07024	UNION BANK OF CALIFORNIA		06/13/2008	10,000,000.00	10,000,700.00	10,000,000.00	2.760	2.760	73	09/12/2008
90263LYG5	07008	UBS AG STAMFORD CT		05/28/2008	10,000,000.00	9,998,300.00	10,000,151.84	2.575	2.565	55	08/25/2008
90333UL67	07009	US BANK NA CINCINNATI		05/28/2008	10,000,000.00	9,996,300.00	10,000,000.00	2.440	2.440	55	08/25/2008
		Subtotal and Average	**73,207,526.99**		**60,000,000.00**	**59,779,600.00**	**59,878,529.62**		**2.981**	**102**	
Collateralized CDs											
CD96401796	06806	CITIZENS BUSINESS BANK		01/07/2008	10,000,000.00	10,000,000.00	10,000,000.00	4.080	4.080	6	07/07/2008
SYS07031	07031	CITIZENS BUSINESS BANK		06/18/2008	10,000,000.00	10,000,000.00	10,000,000.00	2.740	2.740	168	12/16/2008
1003341212	06915	GRANITE COMMUNITY BANK		04/03/2008	1,000,000.00	1,000,000.00	1,000,000.00	2.510	2.510	275	04/02/2009
990586117	06964	UMPQUA BANK		04/28/2008	10,000,000.00	10,000,000.00	10,000,000.00	3.250	3.250	27	07/28/2008
991416843	07025	UMPQUA BANK		06/13/2008	5,000,000.00	5,000,000.00	5,000,000.00	3.500	3.500	72	09/11/2008
		Subtotal and Average	**36,000,000.00**		**36,000,000.00**	**36,000,000.00**	**36,000,000.00**		**3.353**	**73**	
Commercial Paper Disc. -Amortizing											
74977KG11	07041	RABOBANK USA FIN CORP		06/30/2008	15,000,000.00	15,000,000.00	15,000,000.00	2.240	2.240	0	07/01/2008
		Subtotal and Average	**21,916,063.61**		**15,000,000.00**	**15,000,000.00**	**15,000,000.00**		**2.240**	**0**	
Treasury Discounts -Amortizing											
912795F55	06848	U. S. TREASURY BILL		02/21/2008	10,000,000.00	9,990,844.44	9,990,844.44	2.060	2.106	16	07/17/2008
912795G70	06921	U. S. TREASURY BILL		04/08/2008	10,000,000.00	9,962,494.44	9,962,494.44	1.570	1.604	86	09/25/2008
		Subtotal and Average	**24,936,934.67**		**20,000,000.00**	**19,953,338.88**	**19,953,338.88**		**1.855**	**51**	
MIDDLE FORK JPA											
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	23,449,712.00	23,449,712.00	23,449,712.00	5.310	5.237	10,136	04/01/2036
		Subtotal and Average	**20,428,497.80**		**23,449,712.00**	**23,449,712.00**	**23,449,712.00**		**5.237**	**10,136**	
Rolling Repurchase Agreements - 2											
SYS07004	07004	CANTOR FITZGERALD		05/27/2008	55,679,540.08	55,679,540.08	55,679,540.08	2.300	2.268	1	
		Subtotal and Average	**50,064,576.21**		**55,679,540.08**	**55,679,540.08**	**55,679,540.08**		**2.268**	**1**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
		Total and Average	1,207,598,469.39		1,176,539,252.08	1,177,286,599.52	1,176,093,826.41		4.110	1,068

General Fund
Portfolio Management
Portfolio Details - Cash
June 30, 2008

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			15,697,450.40	15,697,450.40	15,697,450.40		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			1,622,928.20	1,622,928.20	1,622,928.20		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**1,207,598,469.39**		**1,193,869,630.68**	**1,194,606,978.12**	**1,193,414,205.01**		**4.110**	**1,068**

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General Fund
Purchases Report
Sorted by Fund - Investment Number
June 1, 2008 - June 30, 2008

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM 365	Ending Book Value
General Fund													
74977KF38	07011	1010	ACP	RABUSA	28,500,000.00	06/02/2008	06/03 - At Maturity	28,498,345.42		2.090	06/03/2008	2.119	0.00
3136F9TG8	07012	1010	FAC	FNMA	10,000,000.00	06/03/2008	12/03 - 06/03	10,000,000.00		4.000	06/03/2011	4.000	10,000,000.00
74977KF46	07013	1010	ACP	RABUSA	18,000,000.00	06/03/2008	06/04 - At Maturity	17,999,000.00		2.000	06/04/2008	2.028	0.00
90262CF51	07014	1010	ACP	UBSF	16,000,000.00	06/04/2008	06/05 - At Maturity	15,999,111.11		2.000	06/05/2008	2.028	0.00
90262CF69	07015	1010	ACP	UBSF	18,000,000.00	06/05/2008	06/06 - At Maturity	17,999,025.00		1.950	06/06/2008	1.977	0.00
90262CF93	07016	1010	ACP	UBSF	15,500,000.00	06/06/2008	06/09 - At Maturity	15,497,481.25		1.950	06/09/2008	1.977	0.00
3133XRE55	07017	1010	FAC	FHLB	10,000,000.00	06/09/2008	12/09 - 06/09	10,000,000.00		3.550	06/09/2011	3.550	10,000,000.00
74977KFA2	07018	1010	ACP	RABUSA	5,300,000.00	06/09/2008	06/10 - At Maturity	5,299,711.44		1.960	06/10/2008	1.987	0.00
74977KFB0	07019	1010	ACP	RABUSA	7,500,000.00	06/10/2008	06/11 - At Maturity	7,499,583.33		2.000	06/11/2008	2.028	0.00
3128X7WX8	07020	1010	FAC	FHLMC	10,000,000.00	06/11/2008	12/11 - 06/11	10,000,000.00		4.000	06/11/2012	4.000	10,000,000.00
90262CFC6	07021	1010	ACP	UBSF	5,400,000.00	06/11/2008	06/12 - At Maturity	5,399,695.50		2.030	06/12/2008	2.058	0.00
90262CFD4	07022	1010	ACP	UBSF	16,000,000.00	06/12/2008	06/13 - At Maturity	15,999,111.11		2.000	06/13/2008	2.028	0.00
90262CFG7	07023	1010	ACP	UBSF	25,000,000.00	06/13/2008	06/16 - At Maturity	24,995,729.17		2.050	06/16/2008	2.079	0.00
90531CSE3	07024	1010	NCB	UBKCAL	10,000,000.00	06/13/2008	09/12 - At Maturity	10,000,000.00		2.760	09/12/2008	2.798	10,000,000.00
991416843	07025	1010	BCD	UMPQ	5,000,000.00	06/13/2008	09/11 - At Maturity	5,000,000.00		3.500	09/11/2008	3.549	5,000,000.00
3136F9SX2	07026	1010	FAC	FNMA	10,000,000.00	06/16/2008	12/16 - 06/16	10,000,000.00		4.100	06/16/2011	4.100	10,000,000.00
74977KFH7	07027	1010	ACP	RABUSA	18,000,000.00	06/16/2008	06/17 - At Maturity	17,998,915.00		2.170	06/17/2008	2.200	0.00
74977KFJ3	07028	1010	ACP	RABUSA	18,000,000.00	06/17/2008	06/18 - At Maturity	17,999,020.00		1.960	06/18/2008	1.987	0.00
36960LFJ9	07029	1010	ACP	GE CAP	20,000,000.00	06/17/2008	06/18 - At Maturity	19,998,916.67		1.950	06/18/2008	1.977	0.00
74977KFK0	07030	1010	ACP	RABUSA	36,500,000.00	06/18/2008	06/19 - At Maturity	36,498,093.89		1.880	06/19/2008	1.906	0.00
SYS07031	07031	1010	BCD	CBB	10,000,000.00	06/18/2008	09/16 - Quarterly	10,000,000.00		2.740	12/16/2008	2.778	10,000,000.00
74977KFL8	07032	1010	ACP	RABUSA	46,800,000.00	06/19/2008	06/20 - At Maturity	46,797,439.00		1.970	06/20/2008	1.997	0.00
74977KFP9	07033	1010	ACP	RABUSA	40,000,000.00	06/20/2008	06/23 - At Maturity	39,993,533.33		1.940	06/23/2008	1.967	0.00
74977KFQ7	07034	1010	ACP	RABUSA	17,000,000.00	06/23/2008	06/24 - At Maturity	16,999,088.61		1.930	06/24/2008	1.957	0.00
90531CSV5	07035	1010	NCB	UBKCAL	20,000,000.00	06/23/2008	06/30 - At Maturity	20,000,000.00		2.050	06/30/2008	2.078	0.00
74977KFR5	07036	1010	ACP	RABUSA	15,000,000.00	06/24/2008	06/25 - At Maturity	14,999,183.33		1.960	06/25/2008	1.987	0.00
74977KFS3	07037	1010	ACP	RABUSA	15,000,000.00	06/25/2008	06/26 - At Maturity	14,999,179.17		1.970	06/26/2008	1.997	0.00
90262CFT9	07038	1010	ACP	UBSF	17,500,000.00	06/26/2008	06/27 - At Maturity	17,498,998.61		2.060	06/27/2008	2.089	0.00
74977KFW4	07039	1010	ACP	RABUSA	27,500,000.00	06/27/2008	06/30 - At Maturity	27,495,164.58		2.110	06/30/2008	2.140	0.00
3136F9WA7	07040	1010	FAC	FNMA	10,000,000.00	06/30/2008	12/30 - 06/30	10,000,000.00		4.000	06/30/2010	4.000	10,000,000.00
74977KG11	07041	1010	ACP	RABUSA	15,000,000.00	06/30/2008	07/01 - At Maturity	14,999,066.67		2.240	07/01/2008	2.271	15,000,000.00
				Subtotal	536,500,000.00			536,463,392.19	0.00				90,000,000.00

5.5.2.31

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM 365	Ending Book Value
				Total Purchases	536,500,000.00			536,463,392.19	0.00				90,000,000.00

5.5.2.a.32

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:

Approval of Resolution No. 08/09.1, certifying approval to enter into an agreement with the California Department of Education to provide child care and development services and to authorize the designated personnel to sign contract documents for fiscal year 2008/09.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Terri Ryland, Assistant Superintendent, Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Office

FINANCIAL INPUT/SOURCE:

Child Development Revenue

MEETING DATE:

August 12, 2008

BACKGROUND:
In order for the District to receive funding for 2008/09 for the State Preschool Program, the Board must certify approval to enter into this transaction with the California Department of Education and to authorize the designated personnel to sign contract documents for fiscal year 2008/09.

RECOMMENDATION:
Administration recommends the Board of Trustees approve Resolution No. 08/09.1.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 08/09.1

A RESOLUTION BEFORE THE GOVERNING)
BOARD OF THE WESTERN PLACER UNIFIED)
SCHOOL DISTRICT TO AUTHORIZE CHILD)
CARE AND CHILD DEVELOPMENT SERVICES)
AND TO AUTHORIZE DISTRICT PERSONNEL)
DESIGNATED TO SIGN CONTRACT)
DOCUMENTS FOR 2008/09.)

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 12th day of August, 2008, by roll call vote.

AYES:
NOES:
ABSENT:

BE IT RESOLVED, that the Board of Trustees authorizes entering into local agreement number CPRE-8248 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Teresa Ryland	Assistant Superintendent	_____
Scott Leaman	Superintendent	_____
Carrie Carlson	Director, Business Services	_____

THE FOREGOING RESOLUTION was duly passed and adopted by the Governing Board of the Western Placer Unified School District on the 12th day of August 2008.

I, _____, Clerk of the Governing Board of Western Placer Unified School District, of Placer County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

ATTEST:

_____ _____

Clerk Date

6.1.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Resolution 08/09.2 and documents related to Refunding of Certificates of Participation

AGENDA ITEM AREA:
Action

REQUESTED BY:
Terri Ryland
Assistant Superintendent Business Services

ENCLOSURES:
Resolution and related financing documents

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
Costs included in refunding COP

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The District had five series of outstanding issuances of adjustable interest rate certificates of participation ("COPs") issued between 2003 and 2006. Annual debt service payments on these COPs were originally intended to be paid from a combination of CFD special tax proceeds and developer fees. On November 20, 2007, a presentation was given to the Board reviewing each of the outstanding COPs and their scheduled repayment structures, along with the availability and timing of the revenue sources. Potential debt restructuring options were presented to the Board for discussion and/or direction. In June of this year, the first 2008 Series A refunding COPs were issued, retiring the 2003 Series A and B. Tonight, the Board is requested to approve the resolution authorizing the sale of the 2008 Series B refunding COPs, to refund the 2004 Series COPs, and the form of the related financing documents.

RECOMMENDATION:

Approve resolution and form of related financing documents.

CERTIFICATE OF PARTICIPATION DOCUMENTS

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CERTIFICATE OF PARTICIPATION DOCUMENT

RESOLUTION 08/09.2

COVER SHEET

Item # I

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 08/09.2

RESOLUTION AUTHORIZING AND DIRECTING THE PREPARATION AND EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS, AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Governing Board (the "Board") of Western Placer Unified School District (the "District"), as follows:

WHEREAS, the District, working together with the California Public School District Financing Authority (the "Authority"), has heretofore caused the execution and delivery of the $40,000,000 Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates"), representing undivided proportional interests of the owners thereof in base rental payments to be made by the District as the rental for certain property pursuant to a lease agreement with the Authority to finance the construction of certain school facilities on property located within the geographic boundaries of the District;

WHEREAS, the 2004 Certificates are currently outstanding in the principal amount of $31,390,000;

WHEREAS, the District has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 2004 Certificates and to establish fixed interest rates therefor;

WHEREAS, it is in the public interest and for the public benefit that the District authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith;

WHEREAS, a preliminary official statement containing information material to the offering and sale of the Certificates described below has been prepared on behalf of the District; and

WHEREAS, the documents below specified shall be filed with the District and the members of the Board, with the aid of its staff, shall review said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

6.2.1

Section 1. Certificates of Participation (2008 Refinancing Project, Series B) (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents be and are hereby approved, and the President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the District, as lessor, and the Public Property Financing Corporation of California (the "Corporation"), as lessee, pursuant to which the District will lease certain property (the "Property") to the Corporation;

(b) a lease agreement, by and between the Corporation, as lessor, and the District, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the District, so long as the total principal amount of the Lease Agreement does not exceed $40,000,000, so long as the maximum interest rate does not exceed 7%, and so long as the term of the Lease Agreement does not exceed forty years;

(c) a trust agreement, by and among the Corporation, the District and U.S. Bank National Association, as trustee (the "Trust Agreement"), relating to the financing, and the execution and delivery of the Certificates; and

(d) a certificate purchase agreement, by and between M.L. Stern & Co., LLC (the "Underwriter") and the District, relating to the purchase by the Underwriter of the Certificates, so long as the Underwriter's discount does not exceed 0.7% of the principal amount of the Certificates, exclusive of any original issue discount which does not represent compensation to the Underwriter.

Section 3. The Board hereby approves the Preliminary Official Statement describing the financing, in substantially the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by the President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official. The Board authorizes and directs the President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution by the financial advisor.

Section 4. The President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute said Final Official Statement, dated as of the date of the sale of the Certificates, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Certificates, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Certificates, and does not, as of the date of delivery of the

Certificates, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the President of the Board, the Superintendent or the Assistant Superintendent, Business Services, or the assignee of any such official, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the final Official Statement by the District.

Section 5. The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Certificates.

Section 6. The President of the Board, the Superintendent, the Assistant Superintendent, Business Services, the Clerk of the Board and all other appropriate officials of the District are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 7. This Resolution shall take effect upon its adoption by this Board.

****

I, the undersigned Clerk of the Board of the Western Placer Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Governing Board of the District at a meeting thereof on the 12th day of August, 2008, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Clerk of the Board

CERTIFICATE OF PARTICIPATION DOCUMENT

SITE AND FACILITY LEASE

COVER SHEET

Item # II

Quint & Thimmig LLP

06/26/08

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of September 1, 2008

by and between the

WESTERN PLACER UNIFIED SCHOOL DISTRICT, as Lessor

and the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessee

(2008 Refinancing Project, Series B)

23006.04

6.2.4

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of September 1, 2008, is by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the laws of the State of California (the "District"), as lessor, and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit, public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, the Corporation intends to assist the District to refinance the acquisition, construction, installation, modernization and equipping of improvements to various District facilities and to provide for the refunding of the outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates"), by leasing certain land and improvements to the District pursuant to a Lease Agreement, dated as of September 1, 2008, a memorandum of which is recorded concurrently herewith (the "Lease Agreement"); and

WHEREAS, the District proposes to enter into this Site and Facility Lease with the Corporation as a material consideration for the Corporation's agreement to lease such land and improvements to the District;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The District hereby leases to the Corporation and the Corporation hereby leases from the District, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in Placer County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of Placer County, State of California, and shall end on August 1, 2047, unless such term is extended or sooner terminated as hereinafter provided. If, on August 1, 2047, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment. If, prior to August 1, 2047, all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.4 or 10.1 of the Lease Agreement, the term of this Site and Facility Lease shall end ten (10) days thereafter.

Section 4. Advance Rental Payment. The District agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of _____ dollars ($_____). The District and the Corporation agree that by reason of the sale of the Certificates and deposit of proceeds pursuant to the

provisions of the Trust Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the District pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the District under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. District's Interest in the Site and the Facility. The District covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the District shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Site or the Facility, except as provided in the Lease Agreement, without the written consent of the District and the Financial Guaranty Insurer.

Section 8. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the District.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the District shall have no right to terminate this Site and Facility Lease as a remedy for such default; *provided, however,* that so long as any Certificates are Outstanding and unpaid in accordance with the terms thereof, the Lease Payments assigned by the Corporation to the Trustee under the Assignment Agreement shall continue to be paid to the Trustee.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Site subject to the provisions of the Lease Agreement and the Trust Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the District hereby releases each and every, member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No member, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and the Facility

6-2.6

(including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Site or the Facility thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid Certificates including the unpaid principal and interest with respect to any then outstanding such Certificates and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the District.

Section 15. Use of the Proceeds. The District and the Corporation hereby agree that the lease to the Corporation of the District's right and interest in the Site and the Facility pursuant to Section 1 serves the public purposes of the District by providing funds to enable the District to refund the 2004 Certificates. The District hereby agrees that the proceeds of the Certificates shall be used solely for the purpose of paying the costs of the refunding of the 2004 Certificates.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District in care of the Assistant Superintendent, Business Services, Western Placer Unified School District, 600 Sixth Street, 4th Floor, Lincoln, CA 95648, if to the Corporation, addressed to the Corporation in care of the Secretary/Treasurer, Public Property Financing Corporation of California, 23945 Calabasas Road, Suite 103, Calabasas, CA 91302, or if to the Financial Guaranty Insurer, addressed to Risk Management—Public Finance, with a copy to the General Counsel, Assured Guaranty Corp., 1325 Avenue of the Americas, New York, NY 10019, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the District and the Corporation and their respective successors and assigns. The Financial Guaranty Insurer shall be deemed to be a third party beneficiary of this Site and Facility Lease.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under Section 10.01 of the Trust Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California.

6.2.7

Section 22. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

6.2.8

IN WITNESS WHEREOF, the District and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

Attest:

_____
Ana Stevenson
Clerk of the Board

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

By _____
William A. Morton
Secretary/Treasurer

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

6.2.10

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in Placer County, State of California, described as follows:

ALL OF BLOCK 73, 74, 76, 85, 86, 87 AND LOTS 9 TO 16 IN BLOCK 75 AND LOTS 1 TO 8, INCLUSIVE, IN BLOCK 88, AS SHOWN ON THAT CERTAIN MAP ENTITLED "ORIGINAL TOWN OF LINCOLN", FILED IN BOOK A OF MAPS, AT PAGE 22 AND 23; LOTS 1, 2 AND 4 IN BLOCK 2, AND ALL OF BLOCKS 4, 5 AND 8 AND LOTS 1 TO 16 IN BLOCK 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTERN ADDITION TO THE TOWN OF LINCOLN, FILED IN BOOK A OF MAPS, AT PAGE 23 AND LOTS 5 TO 9 AND 10 TO 14 IN BLOCK 17, LOTS 1 TO 16 IN BLOCK 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTERN ADDITION NO. 2", FILED IN BOOK C OF MAPS, AT PAGE 59 AND INCLUDING CERTAIN STREETS AND ALLEYS BY RESOLUTION OF INTENTION TO CLOSE, RESOLUTION NO. 144, BY THE CITY COUNCIL OF THE CITY OF LINCOLN.

APN: 008-081-001; 008-091-006; 008-101-001; 008-055-001, 002, 003, 004; 008-053-001, 002, 003, 004; 008-043-002, 003, 004; 008-042-005

6.2.11

EXHIBIT B

DESCRIPTION OF THE FACILITY

Lincoln High School is located on the Site at 790 J Street, Lincoln, California. The school was initially constructed in 1948 with additional facilities constructed in 1949, 1952, 1961 1967 and 1998. The campus includes 22 buildings with 114,337 square feet of permanent buildings and 1,968 square feet of permanent portable owned buildings. The District office, consisting of 8,672 square feet of relocatable buildings, and the Phoenix/Adult School, consisting of 8,672 square feet of relocatable buildings, are also located on the Lincoln High School campus.

6.2.12

CERTIFICATE OF PARTICIPATION DOCUMENT

LEASE AGREEMENT

COVER SHEET

Item # III

LEASE AGREEMENT

Dated as of September 1, 2008

by and between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessor

and

WESTERN PLACER UNIFIED SCHOOL DISTRICT, as Lessee

(2008 Refinancing Project, Series B)

6.2.13

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EXHIBIT A: DESCRIPTION OF THE SITE
EXHIBIT B: DESCRIPTION OF THE FACILITY
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6.2.15

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated for convenience as of September 1, 2008, by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California, as lessee (the "District");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of September 1, 2008 (the "Site and Facility Lease"), the District has leased those certain parcels of real property situated in Placer County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (collectively, the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the District to refinance the acquisition, construction, installation, modernization and equipping of improvements to various District facilities and to provide for the refunding of the outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates");

WHEREAS, the Corporation proposes to lease the Property back to the District pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the District, to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2008, by and between the Corporation and the Trustee;

WHEREAS, pursuant to that certain Trust Agreement, dated as of September 1, 2008, by and among the District, the Corporation and the Trustee, the Trustee will execute and deliver certificates of participation (the "Certificates") in the Lease Payments; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the District to (i) refund the 2004 Certificates, (ii) purchase a reserve fund surety bond in lieu of cash funding a reserve fund for the Certificates, and (iii) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

6.2.16

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease Agreement shall have the respective meanings specified in Section 1.01 of the Trust Agreement, dated as of September 1, 2008, by and among the District, the Corporation and the Trustee.

Section 1.2. Exhibits. The following exhibits are attached to, and by this reference made a part of, this Lease Agreement:

Exhibit A: The description of the Site.

Exhibit B: The description of the Facility.

Exhibit C: The schedule of Lease Payments to be paid by the District hereunder with respect to the Property, showing the Lease Payment Date and amount of each such Lease Payment.

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ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation and the Financial Guaranty Insurer as follows:

(a) *Due Organization and Existence.* The District is a school district organized and existing under the laws of the State.

(b) *Authorization.* The laws of the State authorize the District to enter into the Site and Facility Lease, this Lease Agreement, the Escrow Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid agreements, and the District has duly authorized and executed all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the District, enforceable against the District in accordance with their respective terms.

(c) *No Violations.* Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Escrow Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which the District is now a party or by which the District is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, or upon the Property, except Permitted Encumbrances.

(d) *Execution and Delivery.* The District has duly authorized and executed this Lease Agreement, the Escrow Agreement in accordance with all applicable laws.

Section 2.2. Representations, Covenants and Warranties of Corporation. The Corporation represents, covenants and warrants to the District and the Financial Guaranty Insurer as follows:

(a) *Due Organization and Existence.* The Corporation is a nonprofit, public benefit corporation, organized and existing under and by virtue of the laws of the State; has power to enter into the Site and Facility Lease, this Lease Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold, improve and equip real and personal property and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(b) *No Encumbrances.* The Corporation will not pledge the Lease Payments or other amounts derived from the Property and from its other rights under this Lease Agreement and will not mortgage or encumber the Property, except as provided under the terms of this Lease Agreement and the Trust Agreement.

(c) *No Violations.* Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Assignment Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the

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terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property, except Permitted Encumbrances.

(d) *No Assignments*. Except as provided herein, the Corporation will not assign this Lease Agreement, its right to receive Lease Payments from the District or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) *Execution and Delivery*. The Corporation has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

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ARTICLE III

DEPOSIT OF MONEYS

Section 3.1. Deposit of Moneys. On the Closing Date, the Corporation shall cause to be deposited with the Trustee the proceeds of sale of the Certificates, net of amounts paid by the Original Purchaser to the Financial Guaranty Insurer as an accommodation to the District for the premiums relating to the Financial Guaranty Insurance Policy and to the Reserve Fund Financial Guaranty Insurance Policy. Amounts estimated to be required to pay Delivery Costs shall be deposited in the Delivery Costs Fund and the remaining balance of said amount required to refund the 2004 Certificates shall be transferred to the Escrow Bank for deposit in the Escrow Fund.

Section 3.2. Payment of Delivery Costs. Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.02 of the Trust Agreement.

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ARTICLE IV

AGREEMENT TO LEASE; TERM OF THIS LEASE AGREEMENT; LEASE PAYMENTS

Section 4.1. Lease.

(a) The Corporation hereby leases the Property to the District, and the District hereby leases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the District to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the District's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term of Agreement. The Term of the Lease Agreement shall commence on the Closing Date, and shall end on August 1, 2047, unless such term is extended as hereinafter provided. If, on August 1, 2047, the Trust Agreement shall not be discharged by its terms or if the Lease Payments payable hereunder shall have been abated at any time and for any reason, then the Term of the Lease Agreement shall be extended without the need to execute any amendment to this Section 4.2 until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the Term of the Lease Agreement extend beyond August 1, 2057. If, prior to August 1, 2047, the Trust Agreement shall be discharged by its terms, the Term of the Lease Agreement shall thereupon end. The Trustee shall notify the Corporation of the termination of this Lease Agreement pursuant to Section 14.03 of the Trust Agreement.

Notwithstanding the foregoing, but subject to the provisions of the prior paragraph, the Term of the Lease Agreement shall not end so long as any amounts are owed to the Financial Guaranty Insurer with respect to the Financial Guaranty Insurance Policy or with respect to the Reserve Fund Financial Guaranty Insurance Policy.

Section 4.3. Possession. The District hereby agrees to accept and take possession of the Property on or prior to the date of recordation of this Lease Agreement. The first Lease Payment shall be due on January 15, 2009.

Section 4.4. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Articles VI and X hereof, the District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C hereto, to be due and payable on the respective Lease Payment Dates specified in Exhibit C hereto. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Article X hereof and other than amounts required for payment of Certificates not yet surrendered) shall be credited towards the Lease Payment then due and payable; and no Lease Payment need be made on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid. The Lease Payments for the Property payable in any Rental Period shall be for the use of the Property for such Rental Period.

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(b) *Effect of Prepayment*. In the event that the District prepays all remaining Lease Payments and all additional payments due under Section 4.7 hereof in full pursuant to Article X hereof, the District's obligations under this Lease Agreement shall thereupon cease and terminate including, but not limited to, the District's obligation to pay Lease Payments under this Section 4.4; subject however, to the provisions of Section 10.1 hereof in the case of prepayment by application of a security deposit. In the event that the District optionally prepays the Lease Payments in part but not in whole pursuant to Section 10.2 hereof or pursuant to Section 10.3 hereof as a result of any insurance or condemnation award with respect to any portion of the Property, such prepayment shall be credited entirely towards the prepayment of the Lease Payments as follows: (i) the principal components of each remaining such Lease Payments shall be reduced in such order as shall be selected by the District in integral multiples of $5,000; and (ii) the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby redeemed pursuant to Sections 4.01(a) or (b), as the case may be, of the Trust Agreement.

(c) *Rate on Overdue Payments*. In the event the District should fail to make any of the payments required in this Section 4.4, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum payable with respect to the Certificates. Such interest, if received, shall be deposited in the Lease Payment Fund or in the Reserve Fund to replenish the Reserve Fund if withdrawals were made therefrom as a result of the default.

(d) *Fair Rental Value*. The Lease Payments for the Property for each Rental Period shall constitute the total rental for the Property for each such Rental Period and shall be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Property represent the fair rental value of the Property. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public.

(e) *Source of Payments; Budget and Appropriation*. Lease Payments shall be payable from any source of available funds of the District, subject to the provisions of Articles VI and X hereof.

The District covenants to take such action as may be necessary to include all Lease Payments due hereunder in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and for additional payments due under Section 4.6 hereof. To that end, the Board of Trustees of the District shall direct budgetary staff to include in each annual budget proposal to the Board of Trustees of the District an appropriation sufficient to pay Lease Payments and Additional Payments. The District hereby expresses its present intent to appropriate Lease Payments and additional payments due under Section 4.6 hereof during the Term of the Lease Agreement. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the District.

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The chief business official and all other officers charged with the duty of preparing and submitting the annual budget of the District to the Board of Trustees of the District are hereby irrevocably directed, following any draw on the Reserve Fund Financial Guaranty Insurance Policy because the value of the Property has been reduced below the total unpaid principal component of Lease Payments and the District is permitted to pay less than the total scheduled Lease Payment, all in accordance with Section 6.3 (an "Abatement Period"), to include in the proposed budget and to request that the Board of Trustees of the District include in the final approved budget, and thereby appropriate, any amounts necessary to reinstate the Reserve Fund Financial Guaranty Insurance Policy, including interest due and any other amounts payable to the Financial Guaranty Insurer (collectively, the "Reinstatement Amount"). Such officers shall use their best efforts to obtain such appropriations.

The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year following any Abatement Period so long as reimbursement amounts are owed to the Financial Guaranty Insurer. Failure by the chief business official and other officers to request such inclusion and appropriation shall constitute an Event of Default under this Lease Agreement and the Financial Guaranty Insurer may exercise remedies accordingly.

The decision of the Board of Trustees of the District as to whether or not to approve and appropriate any Reinstatement Amount in any given Fiscal Year during any Abatement Period is in the sound discretion of the Board of Trustees of the District; the failure of the Board of Trustees of the District to approve and appropriate the Reinstatement Amount in any given Fiscal Year during any Abatement Period shall not constitute an Event of Default under this Lease Agreement or under the Trust Agreement.

(f) *Assignment*. The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates, and the District hereby assents to such assignment. The Corporation hereby directs the District, and the District hereby agrees to pay to the Trustee at the Principal Corporate Trust Office, all payments payable by the District pursuant to this Section 4.4 and all amounts payable by the District pursuant to Article X hereof.

Section 4.5. Quiet Enjoyment. During the Term of the Lease Agreement, the Corporation shall provide the District with quiet use and enjoyment of the Property and the District shall, during such Term, peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.2. hereof.

Section 4.6. Title. During the Term of the Lease Agreement, the Corporation shall hold fee title to those portions of the Property which are newly acquired or constructed and any and all additions which comprise fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the District at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the District pursuant to Section 5.9 hereof.

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If the District prepays the Lease Payments in full pursuant to Article X hereof or makes the security deposit permitted by Section 10.1 hereof, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable, all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

Section 4.7. Additional Payments. In addition to the Lease Payments, the District shall pay when due the following additional payments:

(a) Any fees and expenses incurred by the District in connection with or by reason of its leasehold estate in the Property as and when the same become due and payable;

(b) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Trust Agreement;

(c) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the District, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease Agreement or the Trust Agreement;

(d) Any reasonable out-of-pocket expenses of the District in connection with the execution and delivery of this Lease Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving this Lease Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.

(e) The District hereby agrees to pay or reimburse the Financial Guaranty Insurer, to the extent permitted by law, (i) all amounts paid by the Financial Guaranty Insurer under the terms of the Financial Guaranty Insurance Policy, and (ii) any and all charges, fees, costs and expenses which the Financial Guaranty Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (1) any accounts established to facilitate payments under the Financial Guaranty Insurance Policy, (2) the administration, enforcement, defense or preservation of any rights in respect the Trust Agreement, this Lease Agreement or the Site and Facility Lease, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the District or any affiliate thereof) relating to this agreement or the Site and Facility Lease or any other Financing Document, any party to the Trust Agreement, this Lease Agreement or the Site and Facility Lease or the transaction contemplated by the Trust Agreement, this Lease Agreement or the Site and Facility Lease, (3) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Trust Agreement, this Lease Agreement or the Site and Facility Lease, or the pursuit of any remedies under the Trust Agreement, this Lease Agreement or the Site and Facility Lease, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (4) any amendment, waiver or other action with respect to, or related to, the Trust Agreement, this Lease Agreement or the Site and Facility Lease whether or not

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executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Financial Guaranty Insurer spent in connection with the actions described in clauses (2) - (4) above. In addition, the Financial Guaranty Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Trust Agreement, this Lease Agreement or the Site and Facility Lease. The District will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JP Morgan Chase Bank, National Association at its principal office in New York, New York, as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Financial Guaranty Insurer shall specify.

(f) In addition to any and all rights of reimbursement, subrogation and any other rights pursuant to the Trust Agreement, this Lease Agreement or the Site and Facility Lease or under law or in equity, the District agrees to pay or reimburse the Financial Guaranty Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Financial Guaranty Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Financial Guaranty Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Trust Agreement, this Lease Agreement or the Site and Facility Lease by reason of:

(i) any omission or action (other than of or by the Financial Guaranty Insurer in connection with the offering, execution, sale, remarketing or delivery of the Certificates;

(ii) the negligence, bad faith, wilful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the District in connection with any transaction arising from or relating to this agreement or any other Financing Document;

(iii) the violation by the District of any law, rule or regulation, or any judgment, order or decree applicable to it;

(iv) the breach by the District of any representation, warranty or covenant under the Trust Agreement or this Lease Agreement or the occurrence, in respect of the District under the Trust Agreement, this Lease Agreement or the Site and Facility Lease of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or

(v) any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Certificates, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in

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information included in an official statement, if any, and furnished by the Financial Guaranty Insurer in writing expressly for use therein.

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ARTICLE V

MAINTENANCE; TAXES; INSURANCE; USE LIMITATIONS; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the District and the District shall pay, or otherwise arrange, for the payment of all utility services supplied to the Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease Agreement.

The District shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Financial Guaranty Insurer shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation and the Financial Guaranty Insurer with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The District shall provide the Corporation and the Financial Guaranty Insurer with written notice of any such contest and shall provide such updates on the contest as the Corporation or the Financial Guaranty Insurer may reasonably request.

Section 5.2. Modification of Property. The District shall, at its own expense, have the right to remodel the Property or to make additions, modifications and improvements to the Property. All additions, modifications and improvements to the Property shall thereafter comprise part of the Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto pursuant to this Section 5.2, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements

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made by the District pursuant to this Section 5.2; provided that if any such lien is established and the District shall first notify the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

Section 5.3. Public Liability and Property Damage Insurance. The District shall maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the District, the Trustee and the Financial Guaranty Insurer and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained through a joint exercise of powers authority created for such purpose or, with the prior written consent of the Financial Guaranty Insurer, in the form of self-insurance by the District. Said policy or policies shall provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $100,000 (subject to a deductible clause of not to exceed $5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District and may be maintained in the form of insurance maintained through a joint exercise of powers authority created for such purpose or, with the prior written consent of the Financial Guaranty Insurer, in the form of self-insurance by the District. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.4. Fire and Extended Coverage Insurance. The District shall maintain, or cause to be maintained throughout the Term of the Lease Agreement, insurance against loss or damage to any part of the Property constituting structures, if any, by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of such portion of the Property, if any. Such insurance may be subject to deductible clauses of not to exceed $100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and, with the prior consent of the Financial Guaranty Insurer, may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The Net Proceeds of such insurance shall be applied as provided in Section 6.2(a) hereof. The District may not satisfy the requirements of this Section 5.4 for fire and extended coverage insurance with self-insurance except with the prior written consent of the Financial Guaranty Insurer.

Section 5.5. Rental Interruption Insurance. The District shall maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption or use and

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occupancy insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement as a result of any of the hazards covered in the insurance required by Section 5.4 hereof, if any, in an amount at least equal to two times maximum annual Lease Payments. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Lease Payment Fund and shall be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Such insurance may be maintained as part of or in conjunction with any other insurance carried by the District and, with the prior consent of the Financial Guaranty Insurer, may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The District may not satisfy the requirements of this Section 5.5 with self-insurance, except with the prior written consent of the Financial Guaranty Insurer.

Section 5.6. Title Insurance.

(a) The District shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, a CLTA title insurance policy covering, and in the amount of not less than the principal amount of the Certificates, insuring the District's leasehold estate in the Property, subject only to Permitted Encumbrances. A copy of such policy shall be delivered to the Financial Guaranty Insurer.

(b) The Net Proceeds of such title insurance shall be applied as provided in Section 6.2(c) hereof.

Section 5.7. Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by Sections 5.4, 5.5 and 5.6 hereof shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required hereunder, shall name the Trustee and the Financial Guaranty Insurer as additional insureds and shall be applied as provided in Section 6.2 hereof. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company unless waived by the Financial Guaranty Insurer. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement. Notice of cancellation of any such policy shall be filed with the Financial Guaranty Insurer. The Trustee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The District shall cause to be delivered annually on or before each August 1 to the Trustee and the Financial Guaranty Insurer a certification, signed by a District Representative, stating compliance with the provisions of Section 5.3 through 5.7 of this Lease Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The District shall have the adequacy of any insurance reserves maintained by the District or by a joint exercise of powers authority, if applicable, for purposes of the insurance required by Section 5.3 and 5.4 hereof reviewed at least annually, on or before each August 1, by an independent insurance consultant and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Section 5.8. Advances. If the District shall fail to perform any of its obligations under this Article V, the Corporation may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as soon as possible, with interest at a rate equal to the rate then payable with respect to the Certificates from the date of the advance to the date of repayment.

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Section 5.9. Installation of District's Equipment. The District may, at any time and from time to time in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole property of the District in which neither the Corporation nor the Trustee shall have any interest and may be modified or removed by the District at any time provided that the District shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the District from purchasing or leasing items to be installed pursuant to this Section 5.9 under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

Section 5.10. Liens. The District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of the Corporation and the District as provided herein and Permitted Encumbrances. Except as expressly provided in this Article V, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Private Activity Bond Limitation. The District shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Lease Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.12. Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.13. Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Lease Agreement.

Section 5.14. No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Lease Agreement to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.15. Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 5.16. No Condemnation. The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that

if for any reason the foregoing covenant is determined to be unenforceable or if the District should fall or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if the Certificates are then subject to redemption, the principal and interest components of the Certificates Outstanding through the date of their redemption, or (ii) if the Certificates are not then subject to redemption, the amount necessary to defease the Certificates to the first available redemption date in accordance with the Trust Agreement.

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ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the District and the Corporation and communicated to the Trustee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award.* The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Property constituting structures, if any, by fire or other casualty shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund held by the Trustee and applied as set forth in Section 7.01 of the Trust Agreement.

(b) *From Eminent Domain Award.* The Net Proceeds of any eminent domain award resulting from any event described in Section 6.1 hereof shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.02 of the Trust Agreement.

(c) *From Title Insurance.* The Net Proceeds of any title insurance award shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.03 of the Trust Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the District of the Project or any portion thereof (other than any portions of the Project described in Section 5.2 hereof) to the extent to be agreed upon by the District and the Corporation and communicated by a Certificate of a District Representative to the Trustee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined, upon consultation with the Financial Guaranty Insurer, to be greater than the fair rental value of the portions of the Project not damaged or destroyed (giving due consideration to the factors identified in the last sentence of Section 4.4(d)), based upon the opinion of an MAI appraiser with expertise in valuing such properties or other appropriate method of valuation approved by the Financial Guaranty Insurer, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or

destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a District Representative to the Trustee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the District waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS;
INDEMNIFICATION

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL THE CORPORATION OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE AND FACILITY LEASE, THIS LEASE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF THE PROPERTY.

Section 7.2. Access to the Property. The District agrees that the Corporation and any Corporation Representative, and the Corporation's successors or assigns, and the Financial Guaranty Insurer, shall have the right at all reasonable times to enter upon and to examine and inspect the Property. The District further agrees that the Corporation, any Corporation Representative, and the Corporation's successors or assigns, and the Financial Guaranty Insurer, shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations hereunder.

Section 7.3. Release and Indemnification Covenants. The District shall and hereby agrees to indemnify and save the Corporation and its officers, agents, directors, employees, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Lease Agreement or the Trust Agreement, (iii) any act or omission of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the District with respect to the Property, or (v) the authorization of payment of the Delivery Costs. Such indemnification shall include the costs and expenses of defending any claim or liability arising under this Lease Agreement or the Trust Agreement and the transactions contemplated thereby. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct, negligence or breach of duty under this Lease Agreement by the Corporation, its officers, agents, directors, employees, successors or assigns.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. Assignment by the Corporation. The Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the District under this Lease Agreement, have been assigned to the Trustee pursuant to the Assignment Agreement.

Section 8.2. Assignment and Subleasing by the District. This Lease Agreement may not be assigned by the District. The District may sublease the Property or any portion thereof, but only with the written consent of the Corporation and the Financial Guaranty Insurer and subject to, and delivery to the Corporation of a certificate as to, all of the following conditions:

(a) This Lease Agreement and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District;

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Financial Guaranty Insurer and the Trustee a true and complete copy of such sublease;

(c) No such sublease by the District shall cause the Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and

(d) The District shall furnish the Corporation, the Financial Guaranty Insurer and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

Section 8.3. Amendment of Lease Agreement.

(a) *Substitution of Site or Facility*. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility or substitute Facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the District shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) If a substitution of the Site, the District shall file with the Corporation, the Financial Guaranty Insurer and the Trustee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(ii) If a substitution of the Site, the District shall file with the Corporation, the Financial Guaranty Insurer and the Trustee an amended Exhibit A to this Lease Agreement which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(iii) If a substitution of the Facility, the District shall file with the Corporation, the Financial Guaranty Insurer and the Trustee an amended Exhibit B to the Site and

Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(iv) If a substitution of the Facility, the District shall file with the Corporation, the Financial Guaranty Insurer and the Trustee an amended Exhibit B to this Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(v) The District shall certify in writing to the Corporation, the Financial Guaranty Insurer and the Trustee that such Substitute Site and/or Substitute Facility serve the purposes of the District, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the District is permitted to lease under the laws of the State;

(vi) The District delivers to the Trustee, the Financial Guaranty Insurer and the Corporation evidence that the value of the Property following such substitution is equal or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to Section 12.03 of the Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;

(vii) The Substitute Site and/or Substitute Facility shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement;

(viii) The District shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;

(ix) The District shall certify that the Substitute Site and/or the Substitute Facility is of the same or greater essentiality to the District as was the Former Site and/or the Former Facility;

(x) The District shall provide notice of the substitution to any rating agency then rating the Certificates;

(xi) The District shall furnish the Corporation, the Financial Guaranty Insurer and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes; and

(xii) The Financial Guaranty Insurer shall provide written consent to such substitution.

(b) *Release of Site.* The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The District shall file with the Corporation, the Financial Guaranty Insurer and the Trustee an amended Exhibit A to the Site and Facility Lease which describes the Site, as revised by such release;

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(ii) The District delivers to the Trustee, the Financial Guaranty Insurer and the Corporation evidence that the value of the Site, as revised by such release, is equal or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to Section 12.03 of the Trust Agreement applies with respect to the Site, as revised by such release;

(iii) Such release shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement;

(iv) The District shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which describes the Site, as revised by such release;

(v) The District shall provide notice of the release to any rating agency then rating the Certificates; and

(vi) The Financial Guaranty Insurer shall provide written consent to such release.

(d) *Generally*. The Corporation and the District may at any time amend or modify any of the provisions of this Lease Agreement, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates and the Financial Guaranty Insurer, or (b) without the consent of any of the Owners, but with the prior written consent of the Financial Guaranty Insurer, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the Corporation and the District may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Certificates under the Code, in the opinion of Bond Counsel.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of default" under this Lease Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Lease Agreement, with respect to the Property, any one or more of the following events:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement (including failure to request appropriation pursuant to Section 4.4(e) hereof) or under the Trust Agreement, other than as referred to in clause (i) of this Section 9.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, the Financial Guaranty Insurer or the Owners of not less than five percent (5%) in aggregate principal amount of Certificates then outstanding; *provided, however*, if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected; *provided further, however*, that no grace period for a covenant default shall exceed 30 days, nor be extended for more than 60 days, without the prior written consent of the Financial Guaranty Insurer.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2. Remedies on Default.

The Trustee, acting at the direction of the Financial Guaranty Insurer, shall have the right to re-enter and re-let the Property and to terminate this Lease Agreement. The Financial Guaranty Insurer shall have the right to control all remedies for default under both this Lease Agreement and the Trust Agreement.

Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; *provided, however*, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate this Lease Agreement; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Corporation,

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the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Lease Agreement and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as herein provided, to wit:

(a) In the event the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of the Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Property in the event of default by the District in the performance of any covenants herein contained to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place within Placer County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property. The District agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) hereof.

(b) In an Event of Default hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of this Lease Agreement by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease

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Agreement. The District covenants and agrees that no surrender of the Property and/or of the remainder of the Term of the Lease Agreement or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease Agreement should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party; provided, however, that the Trustee shall not be required to expend its own funds for any payment described in this Section 9.4.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. Application of Proceeds. All net proceeds received from the re-lease or other disposition of the Property under this Article IX, and all other amounts derived by the Corporation or the Trustee as a result of an Event of Default hereunder, shall be transferred to the Trustee promptly upon receipt thereof and after payment of all fees and expenses of the Trustee, including indemnifications and attorneys fees, shall be deposited by the Trustee in the Lease Payment Fund to be applied to the Lease Payments in order of payment date.

Section 9.7. Trustee and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trustee, the Financial Guaranty Insurer and the Owners of the Certificates as provided in the Trust Agreement and herein.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the District may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Trustee or an escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(b) of the Trust Agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which, together with amounts on deposit in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Financial Guaranty Insurer), together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations or cash then on deposit and interest earnings thereon in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates; or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a District Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such District Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Financial Guaranty Insurer), be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid District Representative's certificate.

In the event of a deposit pursuant to this Section 10.1 as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Trustee and the Financial Guaranty Insurer, all obligations of the District under this Lease Agreement shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all payments from the deposit made by the District pursuant to this Section 10.1 and the obligations of the District pursuant to Section 5.13 hereof and title to the Property shall vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 10.1 and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the District for the Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Property in accordance with the provisions hereof. In addition, the Corporation hereby appoints the District as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Property in the District.

Section 10.2. Prepayment Option. The Corporation hereby grants an option to the District to prepay the principal component of the Lease Payments in full, by paying the aggregate unpaid principal components of the Lease Payments as set forth in Exhibit C hereto, or in part, in a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with the accrued interest to the date fixed for prepayment, without premium.

Said option may be exercised with respect to Lease Payments due on and after July 15, 2019, in whole or in part on any date, commencing July 15, 2018. Said option shall be exercised by the District by giving written notice to the Corporation and the Trustee of the exercise of such option at least sixty (60) days prior to said Lease Payment Date. Such option shall be exercised in the event of prepayment in full, by depositing with said notice cash in an amount, which, together with amounts then on deposit in the Reserve Fund, the Insurance and Condemnation Fund and the Lease Payment Fund, will be sufficient to pay the aggregate unpaid component of the Lease Payments on said Lease Payment Date as set forth in Exhibit C hereto, together with any Lease Payments then due but unpaid, or, in the event of prepayment in part, by depositing with said notice cash in an amount divisible by $5,000 equal to the amount desired to be prepaid together with any Lease Payments then due but unpaid. In the event of prepayment in part, the partial prepayment shall be applied against Lease Payments in such order of payment date as shall be selected by the District. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment. The Trustee agrees to notify the Corporation in the event of any prepayment of Lease Payments, as provided in Section 14.03 of the Trust Agreement.

Notwithstanding the foregoing, the District shall not be permitted to prepay any Lease Payments if any amounts are owed to the Financial Guaranty Insurer with respect to the Financial Guaranty Insurance Policy or the Reserve Fund Financial Guaranty Insurance Policy.

Section 10.3. Mandatory Prepayment From Net Proceeds of Insurance, Title Insurance or Eminent Domain. The District shall be obligated to prepay the Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Payment Fund for such purpose pursuant to Article VI hereof and Article VII of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the District's obligations under this Section 10.3. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Section 10.4. Credit for Amounts on Deposit. In the event of prepayment of the principal components of the Lease Payments in full under this Article X, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, remaining amounts on deposit in the Lease Payment Fund or the Reserve Fund shall be credited towards the amounts then required to be so prepaid.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in first-class form with postage fully prepaid:

If to the Corporation:	Public Property Financing Corporation of California 23945 Calabasas Road, Suite 103 Calabasas, CA 91302 Attention: Secretary/Treasurer Phone: (818) 224-4787 Fax: (818) 224-4789
If to the District:	Western Placer Unified School District 600 Sixth Street, 4th Floor Lincoln, CA 95648 Attention: Superintendent Phone: (916) 645-6350 Fax: (916) 645-6356
If to the Trustee:	U.S. Bank National Association One California Street, Suite 2100 San Francisco, CA 94111 Attention: Corporate Trust Department Phone: (415) 273-4514 Fax: (415) 273-4590
If to the Financial Guaranty Insurer:	Assured Guaranty Corp. 1325 Avenue of the Americas New York, NY 10019 Attention: Risk Management—Public Finance with a copy to the General Counsel Phone: (212) 974-0100 Fax: (212) 581-3268

The Corporation, the District, the Financial Guaranty Insurer and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Information to be Given to the Financial Guaranty Insurer.

(a) The District shall provide the Financial Guaranty Insurer with the following information:

(i) the fiscal year budget of the District within thirty (30) days after adoption of such budget;

(ii) not later than one hundred eighty (180) days after the end of the fiscal year, audited financial statements of the District prepared by an independent certified public accountant, together with a certificate of the District stating that no event of default has occurred or is continuing under this Lease Agreement or the Trust Agreement;

(iii) prior to the incurrence of additional general fund-secured obligations, any disclosure document or financing agreement pertaining to such additional obligations, which disclosure document or financing agreement shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to any such additional obligations;

(iv) within thirty (30) days following any litigation or investigation that may have a material adverse affect on the financial position of the District of such litigation; and

(v) immediate notice of any draw on the debt service reserve fund.

(b) The District will permit the Financial Guaranty Insurer to discuss the affairs, finances and accounts of the District or any information the Financial Guaranty Insurer may reasonably request regarding the security for the Lease Payments with appropriate officers of the District. The District will permit the Financial Guaranty Insurer to have access to the Property and have access to and to make copies of all books and records relating to the Certificates at any reasonable time upon reasonable notice on any Business Day.

The Financial Guaranty Insurer shall have the right to direct an accounting at the District's expense, and the District's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Financial Guaranty Insurer shall be deemed an Event of Default hereunder; *provided, however*, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

Section 11.3. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns. The Financial Guaranty Insurer shall be deemed to be a third party beneficiary of this Lease Agreement.

Section 11.4 Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.5. Net-net-net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 11.6. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease Agreement.

Section 11.7. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9. Corporation and District Representatives. Whenever under the provisions of this Lease Agreement the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the District by a District Representative, and each party hereto shall be authorized to rely upon any such approval or request.

Section 11.10. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

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IN WITNESS WHEREOF, the Corporation has caused this Lease Agreement to be executed in its corporate name by its duly authorized officers; and the District has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

By _____
William A. Morton
Secretary/Treasurer

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

Attest:

_____
Ana Stevenson
Clerk of the Board

6.2.46

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in Placer County, State of California, described as follows:

ALL OF BLOCK 73, 74, 76, 85, 86, 87 AND LOTS 9 TO 16 IN BLOCK 75 AND LOTS 1 TO 8, INCLUSIVE, IN BLOCK 88, AS SHOWN ON THAT CERTAIN MAP ENTITLED "ORIGINAL TOWN OF LINCOLN", FILED IN BOOK A OF MAPS, AT PAGE 22 AND 23; LOTS 1, 2 AND 4 IN BLOCK 2, AND ALL OF BLOCKS 4, 5 AND 8 AND LOTS 1 TO 16 IN BLOCK 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTERN ADDITION TO THE TOWN OF LINCOLN, FILED IN BOOK A OF MAPS, AT PAGE 23 AND LOTS 5 TO 9 AND 10 TO 14 IN BLOCK 17, LOTS 1 TO 16 IN BLOCK 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTERN ADDITION NO. 2", FILED IN BOOK C OF MAPS, AT PAGE 59 AND INCLUDING CERTAIN STREETS AND ALLEYS BY RESOLUTION OF INTENTION TO CLOSE, RESOLUTION NO. 144, BY THE CITY COUNCIL OF THE CITY OF LINCOLN.

APN: 008-081-001; 008-091-006; 008-101-001; 008-055-001, 002, 003, 004; 008-053-001, 002, 003, 004; 008-043-002, 003, 004; 008-042-005

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EXHIBIT B

DESCRIPTION OF THE FACILITY

Lincoln High School is located on the Site at 790 J Street, Lincoln, California. The school was initially constructed in 1948 with additional facilities constructed in 1949, 1952, 1961 1967 and 1998. The campus includes 22 buildings with 114,337 square feet of permanent buildings and 1,968 square feet of permanent portable owned buildings. The District office, consisting of 8,672 square feet of relocatable buildings, and the Phoenix/Adult School, consisting of 8,672 square feet of relocatable buildings, are also located on the Lincoln High School campus.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment
01/15/09			
07/15/09			
01/15/10			
07/15/10			
01/15/11			
07/15/11			
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07/15/47

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CERTIFICATE OF PARTICIPATION DOCUMENT

TRUST AGREEMENT

COVER SHEET

Item # IV

TRUST AGREEMENT

Dated as of September 1, 2008

by and among

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

(2008 Refinancing Project, Series B)

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TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of September 1, 2008, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District");

W I T N E S S E T H:

WHEREAS, the District and the Corporation have entered into a lease agreement, dated as of the date hereof (the "Lease Agreement"), whereby the Corporation has agreed to lease certain real property and improvements (collectively, the "Property") to the District and the District has agreed to lease the Property from the Corporation;

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trustee all for the purpose of enabling the District to refinance the acquisition, construction, installation, modernization and equipping of improvements to various District facilities and to provide for the refunding of the outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates"), the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to the Trustee, and the Trustee has agreed to execute and deliver certificates of participation, each evidencing a direct, fractional interest in lease payments made by the District under the Lease Agreement, to provide the moneys required herein to be deposited by the Corporation; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the District to (i) refund the 2004 Certificates, (ii) purchase a reserve fund surety bond in lieu of cash funding a reserve fund for the Certificates, and (iii) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

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ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The terms defined in Exhibit A attached hereto and by this reference incorporated herein, as used and capitalized herein, shall, for all purposes of this Trust Agreement, have the meanings ascribed to them in said Exhibit A unless the context clearly requires some other meaning.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Exhibits. The following exhibits are attached to, and by reference made a part of, this Trust Agreement:

Exhibit A: Definitions.

Exhibit B: Form of the Certificates.

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ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01. Authorization. The Trustee is hereby authorized and directed upon written request from the Corporation to execute and deliver, to the Original Purchaser identified in such written request, Certificates in an aggregate principal amount of _____ dollars ($_____), evidencing direct, undivided fractional interests of the Owners thereof in the Lease Payments.

Section 2.02. Date; Payment of Interest. Each Certificate shall be dated as of the Closing Date. Interest with respect thereto shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (iii) it is executed on or before January 15, 2009, in which event interest with respect thereto shall be payable from the Closing Date; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check mailed to the Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than ten (10) days prior to such special record date.

Section 2.03. Maturity; Interest Rates; Percentages.

(a) *Maturity; Interest Rates*. The Certificates shall mature on August 1 in each of the respective years, and in the respective amounts, except that no Certificate may have principal maturing in more than one year, and interest represented thereby shall be computed at the respective rates, as follows:

Maturity (August 1)	Principal Amount	Interest Rate

(b) *Payments With Respect to Certificates Equal to Total Lease Payments*. The total principal and interest due with respect to all Certificates shall not exceed the total Lease Payments due under the Lease Agreement.

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Section 2.04. Interest. Interest represented by the Certificates shall be payable on each Interest Payment Date to and including the date of maturity or redemption, whichever is earlier, as provided in Section 2.10 hereof. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate (on the basis of a 360-day year of twelve 30-day months).

Section 2.05. Forms. The Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof. The Certificates shall be numbered consecutively, beginning with R-1. The Certificates shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein.

Section 2.06. Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized officer or signatory of the Trustee. If any officer or signatory whose signature appears on any Certificate ceases to be such officer or signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if the officer or signatory had remained in office until such date.

Section 2.07. Application of Proceeds. The net proceeds received by the Trustee from the sale of the Certificates in the aggregate amount of $_____, being the face amount of the Certificates ($_____, less an underwriter's discount of $_____, less net original issue discount of $_____, less the sum of $_____ transferred to the Financial Guaranty Insurer in payment of the premium for the Financial Guaranty Insurance Policy (paid as an accommodation to the District) and less the sum of $_____ transferred to the Financial Guaranty Insurer in payment of the premium for the Reserve Fund Financial Guaranty Insurance Policy (paid as an accommodation to the District), shall forthwith be deposited or transferred by the Trustee as follows:

(a) The Trustee shall deposit in the Delivery Costs Fund an amount equal to $_____; and

(b) The Trustee shall transfer the remaining amount ($_____) to the Escrow Bank for deposit in the Escrow Fund.

The Trustee may establish a temporary fund or account in its records to facilitate such deposits and transfers.

Section 2.08. Transfer and Exchange.

(a) *Transfer of Certificates.* The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his attorney duly authorized in writing upon surrender of such Certificate for cancellation at the Principal Corporate Trust Office, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The District shall pay any costs of the Trustee incurred in connection with such transfer, except that the Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee shall not be required to transfer (i) any Certificates or portion thereof during the period between the

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date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificates selected for redemption.

(b) *Exchange of Certificates.* Certificates may be exchanged, upon surrender thereof, at the Principal Corporate Trust Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. Whenever any Certificate or Certificates shall be surrendered for exchange, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The District shall pay any costs of the Trustee incurred in connection with such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall not be required to exchange (i) any Certificate or any portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificate selected for redemption.

Section 2.09. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity and amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed with a certificate of destruction furnished to the District. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft shall be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment by the District of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.09. Any Certificate executed and delivered under the provisions of this Section 2.09 in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and fractionally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section 2.09, in lieu of delivering a new Certificate to replace a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured or has been called for redemption or is about to be called for redemption, the Trustee may make payment with respect to such Certificate upon receipt of the aforementioned indemnity.

Section 2.10. Payment. Payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable

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by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

Section 2.11. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, stating that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of his holding the same shall be proved by the Registration Books.

Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee pursuant to such request or consent.

Section 2.12. Registration Books. The Trustee shall keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the District and the Corporation during regular business hours on any Business Day with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

Section 2.13. CUSIP Numbers. The Trustee, the District and the Corporation shall not be liable for any defect or inaccuracy in the CUSIP number that appears on any Certificate or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Certificates have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trustee, the District nor the Corporation shall be liable for any inaccuracies in such numbers.

Section 2.14. Use of Depository. Notwithstanding any provision of this Trust Agreement to the contrary:

(a) At the request of the Original Purchaser, the Certificates shall be initially executed, delivered and registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, the depository designated by the Original Purchaser, and shall

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be evidenced by one Certificate maturing on each of the maturity dates set forth in Section 2.03 hereof to be in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of The Depository Trust Company or its nominee, or of any substitute depository designated pursuant to paragraph (ii) of this subsection (a) ("substitute depository"); provided that any successor of The Depository Trust Company or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any substitute depository designated in a written request of the District, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the District that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the District that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that no substitute depository which is not objected to by the District and the Trustee can be obtained.

(b) In the case of any transfer pursuant to paragraph (i) or paragraph (ii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of a District Representative to the Trustee, a single new Certificate shall be executed and delivered for each maturity of such Certificate then outstanding, registered in the name of such successor or such substitute depository or their nominees, as the case may be, all as specified in such written request of a District Representative. In the case of any transfer pursuant to paragraph (iii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee together with a written request of a District Representative, new Certificates shall be executed and delivered in such denominations and registered in the names of such persons as are requested in a written request of the District provided the Trustee shall not be required to deliver such new Certificates within a period less than sixty (60) days from the date of receipt of such a written request of a District Representative.

(c) In the case of partial redemption or an advance refunding of any Certificates evidencing all of the principal maturing in a particular year, The Depository Trust Company shall, at the District's expense, deliver the Certificates to the Trustee for cancellation and re-registration to reflect the amounts of such reduction in principal.

(d) The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the absolute Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District and the District and the Trustee shall have no responsibility for the accuracy of any records maintained by DTC or any participant in DTC or transmitting payments to, communication with, notifying or otherwise dealing with any beneficial owners of the Certificates. Neither the District nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including

The Depository Trust Company or its successor (or substitute depository or its successor), except for the registered owner of any Certificate.

(e) So long as all outstanding Certificates are registered in the name of Cede & Co. or its registered assign, the District and the Trustee shall reasonably cooperate with Cede & Co., as sole registered Owner, or its registered assign in effecting payment of the principal and redemption premium, if any, and interest due with respect to the Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due, in accordance with the Letter of Representations between DTC and the Trustee.

(f) So long as all Outstanding Certificates are registered in the name of Cede & Co. or its registered assigns (hereinafter, for purposes of this paragraph (f), the "Owner"):

(i) All notices and payments addressed to the Owners shall contain the Certificates' CUSIP number.

(ii) Notices to the Owner shall be forwarded in the manner set forth in the form of DTC's standard form blanket issuer letter of representations executed by the District and received and accepted by DTC.

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ARTICLE III

DELIVERY COSTS FUND

Section 3.01. Delivery Costs Fund. The Trustee shall establish a special fund designated as the "Delivery Costs Fund;" shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided herein. There shall be deposited in the Delivery Costs Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(a) hereof and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

Section 3.02. Payment of Delivery Costs. The moneys in the Delivery Costs Fund shall be disbursed by the Trustee to pay the Delivery Costs.

(a) The Trustee shall disburse moneys in the Delivery Costs Fund only upon a receipt of a sequentially numbered requisition, signed by a District Representative, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the name and address of the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund.

(b) The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Delivery Costs Fund and the payment thereof in accordance with this Section 3.02, but the Trustee shall not be responsible for the truth or accuracy of such requisitions, may rely conclusively thereon and shall be under no duty to investigate or verify any statements made therein.

(c) Upon written notice from a District Representative that all Delivery Costs have been paid, but in no event later than March 4, 2009, the Trustee shall transfer any moneys then remaining in the Delivery Costs Fund to the Lease Payment Fund and applied to pay the Lease Payments as the same become due and payable, the Delivery Costs Fund shall be closed, the Trustee shall no longer be obligated to make payments for Delivery Costs and all further Delivery Costs shall be paid by the District.

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ARTICLE IV

REDEMPTION OF CERTIFICATES

Section 4.01. Redemption.

(a) *Optional Redemption.* The Certificates maturing on or before August 1, 2018, are not subject to optional redemption prior to maturity. The Certificates maturing on and after August 1, 2019, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the District (or, if the District shall fail to so designate the order of redemption, in pro rata among maturities) and by lot within a maturity, on or after August 1, 2018, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption from the proceeds of the optional prepayment of Lease Payments made by the District pursuant to the Lease Agreement, without premium.

(b) *Redemption From Net Proceeds of Insurance, Title Insurance, Condemnation or Eminent Domain Award.* The Certificates are subject to mandatory redemption in whole or in part on any date from the Net Proceeds of an insurance, title insurance, condemnation, or eminent domain award to the extent credited towards the prepayment of the Lease Payments by the District pursuant to Section 10.3 of the Lease Agreement, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

(c) *Mandatory Redemption.* The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in Section 6.3 of the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee shall redeem Certificates maturing on August 1, ____, in part but not in whole pursuant to subsections (a) or (b) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (c) shall be reduced to correspond to the principal components of the Lease Payments prevailing following such redemption as determined pursuant to Section 4.4(b) of the Lease Agreement.

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The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in Section 6.3 of the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee shall redeem Certificates maturing on August 1, ____, in part but not in whole pursuant to subsections (a) or (b) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (c) shall be reduced to correspond to the principal components of the Lease Payments prevailing following such redemption as determined pursuant to Section 4.4(b) of the Lease Agreement.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in Section 6.3 of the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee shall redeem Certificates maturing on August 1, ____, in part but not in whole pursuant to subsections (a) or (b) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (c) shall be reduced to correspond to the principal components of the Lease Payments prevailing following such redemption as determined pursuant to Section 4.4(b) of the Lease Agreement.

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Section 4.02. Selection of Certificates for Redemption. Whenever provision is made in this Trust Agreement for the redemption of Certificates and less than all Outstanding Certificates are to be redeemed, the Trustee shall select Certificates for redemption from the Outstanding Certificates not previously called for redemption in such order of maturity as shall be designated by the District (and, in lieu of such designation, *pro rata* among maturities) and by lot within a maturity. The Trustee shall select Certificates for redemption within a maturity by lot in any manner which the Trustee shall, in its sole discretion, deem appropriate. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions and any such portion may be separately redeemed. The Trustee shall promptly notify the District and the Corporation in writing of the Certificates so selected for redemption. Selection by the Trustee of Certificates for redemption shall be final and conclusive. Upon the occurrence of an redemption in part, the selection of Certificates to be redeemed shall be subject to the approval of the Financial Guaranty Insurer.

Section 4.03. Notice of Redemption. Unless waived in writing by any Owner of a Certificate to be redeemed, notice of any such redemption shall be given by the Trustee on behalf and at the expense of the District, by mailing a copy of a redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Registration Books maintained by the Trustee or at such other address as is furnished in writing by such Owner to the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of the Certificates.

All notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Certificates of a maturity are to be redeemed, the Certificate numbers (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest with respect thereto shall cease to accrue from and after said date; (v) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Corporate Trust Office; (vi) the CUSIP numbers of all Certificates being redeemed; (vii) the original date of execution and delivery of the Certificates; (viii) the rate of interest payable with respect to each maturity of Certificates being redeemed; (ix) the maturity date of each Certificate being redeemed; and (x) any other descriptive information needed to identify accurately the Certificates being redeemed.

Prior to any redemption date, the District shall deposit, or cause to be deposited, with the Trustee an amount of money in immediately available funds sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid and the deposit of the redemption price having been made by the District, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date interest with respect to such Certificates or portions of Certificates shall cease to be payable. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Trustee at the redemption price. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer, to the extent possible.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Certificates which have been redeemed shall be canceled by the Trustee, shall not be redelivered and shall be destroyed pursuant to Section 15.07.

In addition to the foregoing notice to the Owners, notice shall also be given by the Trustee, by telecopy, registered, certified or overnight mail, to all Securities Depositories and to an Information Service which shall state the information set forth above, but no defect in said notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

The Trustee shall have no responsibility for a defect in the CUSIP number that appears on any Certificate or in the redemption notice. The redemption notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificate Owners and that the Trustee and the District shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Purchase of Certificates. In lieu of redemption of Certificates as provided in this Article IV, amounts held by the Trustee for such redemption may also be used on any Interest Payment Date, upon receipt by the Trustee at least ninety (90) days prior to the next scheduled Interest Payment Date of the written request of a District Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct. Such purchases may be affected through the investment department of the Trustee or of an affiliate of the Trustee. The aggregate principal amount of Certificates of the same maturity purchased in lieu of redemption pursuant to this Section 4.05 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such redemption. Remaining moneys, if any, shall be deposited in the Lease Payment Fund. The exercise of any provision of this Trust Agreement which permits the purchase of Certificates in lieu of redemption shall require approval of the Financial Guaranty Insurer wherein any Certificate so purchased is not extinguished.

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ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01. Assignment of Rights in Lease Agreement. The Corporation has, in the Assignment Agreement, transferred, assigned and set over to the Trustee certain of its rights but none of its obligations set forth in the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect Lease Payments and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease Agreement or pursuant hereto. All Lease Payments and such other amounts to which the Corporation may at any time be entitled shall be paid directly to the Trustee and all of the Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments and such other amounts shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund (except as provided in Section 6.04 hereof).

Section 5.02. Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Lease Payment Fund all Lease Payments received by the Trustee (except as provided in Section 6.04 hereof), including any moneys received by the Trustee for deposit therein pursuant to Sections 4.01, 5.01 or Article VII hereof, or Article X of the Lease Agreement, and any other moneys required to be deposited therein pursuant to the Lease Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal, interest and redemption premiums (if any) with respect to the Certificates as the same shall become due and payable in accordance with the provisions of Article II and Article IV hereof.

Section 5.05. Surplus. Any surplus remaining in the Lease Payment Fund after redemption and/or payment of all Certificates, including premiums and accrued interest (if any) and payment of any applicable fees and expenses to the Trustee and payment of any amounts owed to the Financial Guaranty Insurer, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the District.

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ARTICLE VI

RESERVE FUND

Section 6.01. Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

Section 6.02. Deposits.

(a) In lieu of a cash deposit to the Reserve Fund the Reserve Fund Financial Guaranty Insurance Policy shall be delivered to the Trustee on the Closing Date.

(b) As long as the Reserve Fund Financial Guaranty Insurance Policy shall be in full force and effect, the District, the Corporation and the Trustee agree to comply with the following provisions:

(i) The Trustee shall ascertain the necessity for a claim upon the Reserve Fund Financial Guaranty Insurance Policy and shall provide notice to the Financial Guaranty Insurer in accordance with the terms of the Reserve Fund Financial Guaranty Insurance Policy at least two (2) Business Days prior to each Interest Payment Date.

(ii) In the event and to the extent that moneys on deposit in the Lease Payment Fund, plus all amounts on deposit in and credited to the Reserve Fund in excess of the amount of the Reserve Fund Financial Guaranty Insurance Policy, are insufficient to pay the amount of principal and interest coming due, then upon two (2) days after receipt by the Financial Guaranty Insurer of a demand for payment in accordance with the Reserve Fund Financial Guaranty Insurance Policy (the "Demand for Payment"), duly executed by the Trustee certifying that payment due under the Trust Agreement has not been made to the Trustee, the Financial Guaranty Insurer will make a deposit of funds in an account with the Trustee sufficient for the payment to the Trustee of amounts which are then due to the Trustee under the Trust Agreement (as specified in the Demand for Payment) up to but not in excess of the maximum amount of the Reserve Fund Financial Guaranty Insurance Policy.

(iii) The Trustee shall, after submitting to the Financial Guaranty Insurer the Demand for Payment as provided in (ii) above, make available to the Financial Guaranty Insurer all records relating to the funds and accounts maintained under this Trust Agreement.

(iv) The Trustee shall, upon receipt of moneys received from the draw on the Reserve Fund Financial Guaranty Insurance Policy, as specified in the Demand for Payment, credit the Reserve Fund to the extent of moneys received pursuant to such Demand for Payment.

(v) Repayment of draws, expenses and accrued interest (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to one-twelfth (1/12) of the aggregate of Policy Costs related to such draw. If and to the extent that cash has also been deposited in the Reserve Fund, all such cash shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required)

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prior to any drawing under the Reserve Fund Financial Guaranty Insurance Policy, and repayment of any Policy Costs shall be made prior to replenishment of any such cash amounts.

(vi) If the District shall fail to repay any Policy Costs in accordance with the requirements of subparagraph (v) above, the Financial Guaranty Insurer shall be entitled to exercise any and all remedies available at law or under the Trust Agreement other than (i) acceleration of the maturity of the Certificates or (ii) remedies which would adversely affect Owners.

(vii) The Trust Agreement shall not be discharged until all Policy Costs owing to the Financial Guaranty Insurer shall have been paid in full.

(viii) The Reserve Fund Financial Guaranty Insurance Policy shall terminate as set forth therein.

Section 6.03. Transfers of Excess. The Trustee shall, on or before each May 1 and November 1, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement in accordance with Section 8.04; *provided, however* that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a District Representative.

Section 6.04. Application in Event of Deficiency in the Lease Payment Fund. If, on any Interest Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal, interest and redemption premium (if any) with respect to the Certificates then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent Lease Payments by transferring the amount necessary for this purpose to the Lease Payment Fund or shall draw on the Reserve Fund Financial Guaranty Insurance Policy and apply amounts received from such draw to make delinquent Lease Payments by transferring the amount necessary for this purpose to the Lease Payment Fund. To the extent there is cash on deposit in the Reserve Fund, such cash shall be applied first before there is any draw on the Reserve Fund Financial Guaranty Insurance Policy. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund or there has been a draw on the Reserve Fund Financial Guaranty Insurance Policy, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance and first applied to reimburse a draw on the Reserve Fund Financial Guaranty Insurance Policy and then to replenish any cash drawn therefrom.

Section 6.05. Transfer To Make All Lease Payments. If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal, interest and redemption premium (if any) with respect to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal, interest and redemption premiums (if any), the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments, and such moneys shall be distributed to the Owners of Certificates in accordance with Article II and IV of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Trustee hereunder, or upon provision for such payment as provided in Section 15.01, shall be withdrawn by the Trustee and paid to the District.

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ARTICLE VII

INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN; TITLE INSURANCE

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.

(a) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the District in the event of any such damage or destruction shall be paid to the Trustee by the District pursuant to Section 6.2(a) of the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" to be established by the Trustee when deposits are required to be made therein.

(b) Within ninety (90) days following the date of such deposit, the District shall determine and notify the Trustee in writing of its determination either (i) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the District, or (ii) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property.

(c) In the event the District's determination is as set forth in clause (i) of paragraph (b) above, such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund, applied to the prepayment of Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates as provided in Section 4.01(b) hereof; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be transferred to the Lease Payment Fund only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 10.3 of the Lease Agreement, otherwise such Net Proceeds shall be applied to the replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be transferred to the Lease Payment Fund and applied to the prepayment of Lease Payments only if the resulting Lease Payments represent fair consideration for the remaining portions of the Property, evidenced by a certificate signed by a District Representative and a Corporation Representative.

(d) In the event the District's determination is as set forth in clause (ii) of paragraph (b) above, Net Proceeds deposited in the Insurance and Condemnation Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the District, and disbursed by the Trustee upon receipt of requisitions signed by a District Representative stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the District.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(b) of the Lease Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the District has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are not needed for repair or rehabilitation of the Property, the District shall so certify to the Trustee and the Trustee, at the District's written request, shall transfer such proceeds to the Lease Payment Fund to be credited towards the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b) hereof.

(b) If the District has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are needed for repair, rehabilitation or replacement of the Property, the District shall so certify to the Trustee and the Trustee, at the District's written request, shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for such repair or rehabilitation, upon the filing with the Trustee of requisitions of the District Representative in the form and containing the provisions set forth in Section 7.01. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein.

(c) If (i) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District has given written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement or (ii) all of the Property shall have been taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in 4.01(b) hereof.

(d) In making any determination under this Section 7.02, the District may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Trustee. Any such determination by the District shall be final.

Section 7.03. Application of Net Proceeds of Title Insurance Award. The Net Proceeds from a title insurance award shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(c) of the Lease Agreement and shall be transferred to the Lease Payment Fund to be credited towards the prepayment of Lease Payments required to be paid pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b).

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Section 7.04. Cooperation. The Corporation and the Trustee shall cooperate fully with the District, at the expense of the District, in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof. Neither the Trustee nor the Corporation shall be obligated to join in such action if it believes it will be exposed to liability or has not been indemnified to its satisfaction from any loss, liability or expense including, but not limited to, attorneys fees.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates and for the purposes herein specified and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not (except as set forth in Section 9.03 hereof) be subject to levy, attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the District or any Owner of Certificates.

Section 8.02. Investments Authorized. Moneys held by the Trustee hereunder shall, upon written order of a District Representative, be invested and reinvested by the Trustee in Permitted Investments. The Trustee may deem all investments directed by a District Representative as Permitted Investments without independent investigation thereof. If a District Representative shall fail to so direct investments, the Trustee shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof. Such investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as principal or agent in the making or disposing of any investment and make or dispose of any investment through its investment department or that of an affiliate and shall be entitled to its customary fees therefor. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section 8.02, to deal with itself (in its individual capacity) or with one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

Section 8.03. Accounting. The Trustee shall furnish to the District, at least monthly, an accounting which may be in the form of its customary accounting statements of all investments made by the Trustee; provided that the Trustee shall not be obligated to deliver an accounting for any fund or account that (a) has a balance of $0.00 and (b) has not had any activity since the last reporting date. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 8.02 hereof. The District acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the District the right to receive brokerage confirmations of security transactions, the District waives receipt of such confirmations. The Trustee shall furnish to the District periodic statements of account which shall include detail of all investment transactions made by the Trustee.

Section 8.04. Allocation of Earnings. All interest or income received by the Trustee on investment of the Lease Payment Fund shall be retained in the Lease Payment Fund. Amounts retained or deposited in the Lease Payment Fund pursuant to this Section 8.04 shall be applied as a credit against the Lease Payment due by the District pursuant to the Lease Agreement on the Lease Payment Date following the date of deposit. All interest received by the Trustee on investment of the Reserve Fund shall be retained in the Reserve Fund in the event that amounts on deposit in the Reserve Fund are less than the Reserve Requirement. Reserve Fund investments may not have maturities extending beyond five years, except for investment agreements or repurchase agreements approved by the Financial Guaranty Insurer. In the event that amounts then on deposit in the Reserve Fund on the valuation date described in Section 6.03 hereof equal or exceed the Reserve

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Requirement, such excess shall be transferred to the Lease Payment Fund. Transfers to the Lease Payment Fund from the Reserve Fund shall be made by the Trustee on or prior to each February 1 and August 1. All interest or income in the Delivery Costs Fund shall be retained in the Delivery Costs Fund until the Delivery Costs Fund is closed pursuant to Section 3.02 hereof.

Section 8.05. Acquisition, Disposition and Valuation of Investments. The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued at their market value.

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ARTICLE IX

THE TRUSTEE

Section 9.01. Appointment of Trustee. U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America with a Principal Corporate Trust Office in San Francisco, California, is hereby appointed Trustee, registrar and paying agent by the Corporation and the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the District agree that they will maintain a Trustee which shall be a corporation or association organized under the laws of any state, the United States of America, or the District of Columbia, authorized under such laws to exercise corporate trust powers, which shall have (or, in the case of a bank or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars ($50,000,000), subject to supervision or examination by federal or State authority, so long as any Certificates are Outstanding and acceptable to the Financial Guaranty Insurer. If such corporation or association publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.01, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.07.

The Trustee is hereby authorized to pay the Certificates when duly presented for payment at maturity, or on redemption, or on purchase by the Trustee prior to maturity in accordance with Section 4.05 hereof, and to cancel all Certificates upon payment thereof. The Trustee shall keep records in accordance with industry standards of all funds administered by it and of all Certificates paid and discharged.

Section 9.02. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Trust Agreement and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent and reasonable person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) No provision in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys, receivers or agents and shall be entitled to advice of counsel concerning all matters of trust and its duty

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hereunder and shall be absolutely protected in relying thereon. The Trustee shall not be responsible for the misconduct of such persons selected by it with reasonable care.

(d) The Trustee shall not be responsible for any recital herein, in the Assignment Agreement or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Certificates delivered hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the District under the Lease Agreement.

(e) The Trustee shall not be accountable for the use of any Certificates delivered hereunder or the proceeds thereof. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Certificates secured hereby with the same rights which it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(f) In the absence of bad faith on its part, the Trustee shall be protected in acting or refraining from acting upon any notice, request, consent, requisition, certificate, order, affidavit, facsimile, letter, telegram or other paper or document believed by it to be genuine and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith pursuant to this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates executed and delivered in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such person is the registered owner as shown on the Registration Books.

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by a Corporation Representative or a District Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient. The Trustee may accept a certificate of a Corporation Representative or a District Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the District, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(h) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees, affiliates and agents.

(i) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the District to make any of the Lease Payments to the Trustee required to be made by the District pursuant to the Lease Agreement or failure by the Corporation or the District to file with the Trustee any document required by this Trust Agreement or a Lease Agreement to be so filed

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subsequent to the delivery of the Certificates, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the District or by the Owners of at least five percent (5%) in aggregate principal amount of Certificates then Outstanding and all notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the District to the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Article VIII of this Trust Agreement.

(m) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(n) Before taking any action under Article XIII hereof or this section 9.02 at the request or direction of the Certificate Owners, the Trustee may require payment or reimbursement of its fees and expenses, including fees and expenses of counsel and receipt of an indemnity bond satisfactory to it from the Certificate Owners to protect it against all liability, except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

(o) Under no circumstances shall the Trustee be liable for the obligations evidenced by the Certificates.

(p) The Trustee shall not be accountable for the use or application by the District or the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(q) The Trustee has no obligation or duty to insure compliance by the District with the Code.

(r) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal or environmental requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District or the Corporation of the Property. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Lease Agreement or this Trust Agreement for the existence, furnishing or use of the Property.

(s) The Trustee makes no representations as to the validity or sufficiency of the Certificates and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the validity or sufficiency of the Lease Agreement or the assignment under the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease Agreement (except as provided in this Trust Agreement), its right to receive moneys pursuant to the Lease Agreement, or the value of or title to the premises upon which the Property is located or the Property. The Trustee makes no representations and shall have no responsibility for any official statement or other offering material prepared or distributed with respect to the Certificates.

(t) In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the District or the Corporation having any claim against the Trustee arising from this Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein.

(u) The Trustee is authorized and directed to execute the Assignment Agreement in its capacity as Trustee hereunder.

Section 9.03. Fees, Charges and Expenses of Trustee. The District shall pay or reimburse the Trustee for reasonable fees for its services rendered hereunder and under the Assignment Agreement and all advances and expenditures, including but not limited to, advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by the Trustee in connection with such services and the Trustee shall, in the Event of Default, have a first and prior lien on the funds held hereunder to secure the same. The Trustee's rights hereunder, including its rights under Section 12.03 hereof, shall survive its resignation or removal and final payment of the Certificates.

Section 9.04. Notice to Certificate Owners of Default. If an Event of Default occurs of which the Trustee has been given or is deemed to have notice pursuant to Section 9.02(i) hereof, then the Trustee shall, within ninety (90) days of the occurrence thereof, give written notice thereof at the expense of the District by first class mail, postage prepaid, to the Owner of each Certificate, unless such Event of Default shall have been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the District to make any Lease Payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

Section 9.05. Intervention by Trustee. In any judicial proceeding to which the Corporation or the District is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Certificate Owners and shall do so if requested in writing by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of

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Certificates then Outstanding, provided the Trustee shall have no duty to take such action unless it has received payment or reimbursement and has been indemnified to its satisfaction as provided in Section 9.02(n) hereof against all risk or liability arising from such action.

Section 9.06. Removal of Trustee. Upon thirty (30) days' notice, the District (so long as no Event of Default shall have occurred and be continuing) or the Owners of at least a majority of the aggregate principal amount of Certificates then Outstanding may, with the consent of the Corporation, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee and the Corporation, and may appoint a successor or successors thereto; provided that any such successor shall be a corporation or association meeting the requirements set forth in Section 9.01 hereof.

Section 9.07. Resignation by Trustee. The Trustee and any successor Trustee may, at any time, resign by giving thirty (30) days' written notice by registered or certified mail to the District and the Corporation.

Section 9.08. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 9.06 or 9.07 hereof, the District shall promptly appoint a successor Trustee. In the event the District shall, for any reason whatsoever, fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 9.06 hereof or within thirty (30) days following the receipt of notice by the District pursuant to Section 9.07 hereof, the Trustee may apply to a court of competent jurisdiction at the expense of the District, for the appointment of a successor Trustee meeting the requirements of Section 9.01 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such thirty (30) day period. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 9.09. Merger or Consolidation. Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 9.01 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.10. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also the Corporation and the District an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the District, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Upon such acceptance, the District shall mail, by first class mail, postage prepaid, or cause the mailing of, notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books. Should any

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instrument in writing from the District be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the District. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article IX, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement shall have been filed or recorded.

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ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Lease Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Certificate, or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of a Lease Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 10.02 hereof.

This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Lease Agreement and the rights and obligations of the respective parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to add to the covenants and agreements of the Corporation or the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates; (4) to make such additions, deletions or modifications as may be necessary or appropriate in the opinion of bond counsel to assure the exclusion from gross income for federal income tax purposes of the interest component of Lease Payments and the interest payable with respect to the Certificates, (5) to add to the rights of the Trustee, or (6) to maintain the rating or ratings assigned to the Certificates. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto, as the case may be.

This Trust Agreement and the Lease Agreement may not be modified or amended at any time by a supplemental agreement which would modify any of the rights and obligations of the Trustee without its written assent thereto.

The Trustee may obtain an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trustee may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners. This Trust Agreement and the Lease Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01 hereof. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Trustee at the expense of the District, to each Owner of a Certificate at his address as set forth on the Registration Books, but

failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 10.02 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and a notice shall have been mailed as hereinafter in this Section 10.02 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.11 hereof. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in the following paragraph of this Section 10.02 provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consents to such supplemental agreement, the Trustee shall mail by first class mail, postage prepaid, a notice at the expense of the District, to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section 10.02 to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the District or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; *provided, however*, that the Trustee shall not be liable for determining whether Certificates are owned or held by the District or any such other person unless such Certificates are registered in the name of the District or such other person on the Registration Books.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or a Lease Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or a Lease Agreement, as the case may be, for any and all purposes.

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Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments. The District may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for such purpose at the Principal Corporate Trust Office, a suitable notation shall be made on such Certificate. The District may determine that the delivery of substitute Certificates, so modified as in the opinion of the District is necessary to conform to such Certificate Owners' action, is necessary and such substitute Certificates shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Principal Corporate Trust Office, at the expense of the District, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

Section 10.06. Amendatory Endorsement of Certificates. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that proper notation thereof is made on such Certificates.

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ARTICLE XI

COVENANTS

Section 11.01. Compliance With and Enforcement of Lease Agreement. The District covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of their respective Lease Agreement by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the District or the Corporation, will deliver the same, or a copy thereof, to the Trustee and the Financial Guaranty Insurer.

Section 11.02. Observance of Laws and Regulations. The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.03. Prosecution and Defense of Suits. The District shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.04. Recordation and Filing. The District shall record and file, or cause to be recorded and filed, the Site Lease, the Lease Agreement (or a memorandum thereof), the Assignment Agreement and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

Section 11.05. Budgets. The District shall supply to the Trustee as soon as practicable, but not later than September 15 in each year, a written determination by a District Representative that the District has made adequate provision in its annual budget for the payment of Lease Payments due under the Lease Agreement in the Fiscal Year covered by such budget. The determination given by the District to the Trustee shall be that the amounts so budgeted are fully adequate for the payment of all Lease Payments due under the Lease Agreement in the annual period covered by such budget.

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Section 11.06. Further Assurances. The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Lease Agreement, or as may be requested by the Trustee and for the better assuring and confirming unto the Owners of the Certificates and the Trustee the rights and benefits provided herein.

Section 11.07. Satisfaction of Conditions Precedent. The District hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Lease Agreement and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

Section 11.08. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee shall, upon payment of its fees and expenses, including counsel fees, and receipt of indemnity satisfactory to it, at the written request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Certificates, or any holder or beneficial owner of the Certificates may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01. Limited Liability of District. Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in the Lease Agreement and this Trust Agreement, the District shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth herein.

Section 12.02. No Liability of District or Corporation for Trustee Performance. Neither the District nor the Corporation shall have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03. Indemnification of Trustee. The District shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors, affiliates and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses (including allocated costs of internal counsel), arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property by the Corporation or the District, (ii) any breach or default on the part of the Corporation or the District the performance of any of their respective obligations under the Lease Agreement, the Assignment Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Property, (iii) any act of the Corporation or the District or of any of their respective agents, contractors, servants, employees, licensees with respect to the Property, (iv) any act of any assignee of, or purchaser from the Corporation or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Property, (v) the authorization of payment of Delivery Costs, (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Property by the Corporation or the District including, without limitation, the use, storage, presence, disposal or release of any Hazardous Substances on or about the Property, (vii) the Trustee's exercise and performance of its powers and duties hereunder or as assigned to it under the Assignment Agreement, (viii) the offering and sale of the Certificates; (ix) the presence under or about or release from the Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, local or federal law, or the violation of any such law by the District; or (x) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, in any official statement or other offering document utilized in connection with the sale of the Certificates. Such indemnification shall include the costs and expenses of defending against any claim or liability arising under this Trust Agreement. No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trustee, its officers, affiliates or employees. The District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trustee.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the District, the Corporation, the Trustee, the

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Financial Guaranty Insurer and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Financial Guaranty Insurer and said Owners.

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ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee all of the Corporation's rights in and to the Lease Agreement (excepting only the Corporation's rights under Sections 5.8, 7.3 and 9.4 and the obligations under Section 4.7 thereof), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee shall upon request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon payment of its fees and expenses, including counsel fees, and being indemnified to its satisfaction therefor shall, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; *provided, however,* that notwithstanding anything herein or in the Lease Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

Section 13.03. Application of Funds. All moneys held by the Trustee in the funds and accounts held hereunder and all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or Article IX of the Lease Agreement shall be applied by the Trustee in the following order upon presentation of the several Certificates:

First, to the payment of the costs and expenses of the Trustee and of the Certificate Owners in declaring such Event of Default, and collecting moneys owed hereunder, including reasonable compensation to its or their agents, attorneys and counsel (including allocated costs of internal counsel), including all fees and expenses past due;

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate per annum payable with respect to the Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest; and

Third, any amount due to the Financial Guaranty Insurer and unpaid.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion shall, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, upon

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payment of its fees and expenses, including counsel fees, and being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder. If one or more Events of Default shall occur and be continuing, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers for the Property and for any property securing the Certificates and the revenues, income, produce, and profits thereon. In the case of any receivership, insolvency, bankruptcy, reorganization, or other judicial proceedings affecting the District or the Property, the Trustee shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Trustee and Owners allowed in such proceedings for the entire amount due and payable under this Trust Agreement at the time of the institution of such proceedings, and also for any additional amount which may become due and payable thereafter, without prejudice to the right of any Owner to file a claim on his or her own behalf. The Trustee shall not be obligated to take any such action unless offered compensation, indemnity for its potential liability, and reimbursement for its legal fees and expenses in accordance with this Section 13.04.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates, shall affect or impair the obligation of the District to pay or prepay the Lease Payments as provided in the Lease Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Certificate Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee, to the Financial Guaranty Insurer or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Certificates Outstanding.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice

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of the occurrence of an Event of Default hereunder; (b) the Owners of at least twenty-five percent (25%) in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's fractional interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District, the Corporation, the Trustee, the Financial Guaranty Insurer, their officers, employees and agents, and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Financial Guaranty Insurer, their officers, employees and agents, and the Owners.

ARTICLE XIV

PROVISIONS RELATING TO THE FINANCIAL GUARANTY INSURER AND THE FINANCIAL GUARANTY INSURANCE POLICY

Section 14.01. Notices and Other Information.

(a) Any notice that is required to be given to an Owner, nationally recognized municipal securities information repositories or state information depositories pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to this Trust Agreement or the Lease Agreement shall also be provided to the Financial Guaranty Insurer, simultaneously with the sending of such notices. In addition, all information furnished by the District pursuant to the Continuing Disclosure Certificate shall also be provided to the Financial Guaranty Insurer, simultaneously with the furnishing of such information. All notices required to be given to the Financial Guaranty Insurer shall be in writing and shall be sent by registered or certified mail addressed to the Assured Guaranty Corp., 1325 Avenue of the Americas, New York, NY 10019, Attention: General Counsel, with a copy to the Financial Guaranty Insurer, Attention: Risk Management Department—Public Finance Surveillance.

(b) The Financial Guaranty Insurer shall have the right to receive such additional information as it may reasonably request.

(c) The District will permit the Financial Guaranty Insurer to discuss the affairs, finances and accounts of the District or any information the Financial Guaranty Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the District, and the District will use best efforts to enable the Financial Guaranty Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Trustee shall notify the Financial Guaranty Insurer of any failure of the Corporation or the District to provide notices, certificates and other information required to be provided under the Trust Agreement or the Lease Agreement.

Section 14.02. Defeasance.

(a) In the event that the principal and/or interest due with respect to the Certificates shall be paid by the Financial Guaranty Insurer pursuant to the Financial Guaranty Insurance Policy, the Certificates shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid, and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the District to the Owners shall continue to exist and shall run to the benefit of the Financial Guaranty Insurer and the Financial Guaranty Insurer shall be subrogated to the rights of such Owners, including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Certificates.

(b) For any defeasance of Certificates, the Financial Guaranty Insurer requires the following items:

(i) An opinion of counsel that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates.

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(ii) An escrow agreement and an opinion of counsel regarding the validity and enforceability of the escrow agreement. The escrow agreement shall provide that:

(1) Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Financial Guaranty Insurer.

(2) The District will not exercise any optional redemption of Certificates secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (A) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (B) as a condition of any such redemption there shall be provided to the Financial Guaranty Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

(3) The Corporation and the District shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Financial Guaranty Insurer.

Section 14.03. Trustee-Related Provisions.

(a) The Financial Guaranty Insurer shall receive prior written notice of any name change of the Trustee or the resignation, removal or termination of the Trustee.

(b) No resignation, removal or termination of the Trustee shall take effect until a successor, acceptable to the Financial Guaranty Insurer, shall be appointed.

(c) The Trustee may be removed at any time at the request of the Financial Guaranty Insurer for any breach of its obligations under the Trust Agreement.

Section 14.04. Amendments and Supplements.

(a) With respect to amendments or supplements to this Trust Agreement or the Lease Agreement which do not require the consent of the Owners, the Financial Guaranty Insurer must be given prior written notice of any such amendments or supplements.

(b) With respect to amendments or supplements to this Trust Agreement or the Lease Agreement which do require the consent of the Owners, the Financial Guaranty Insurer's prior written consent is required.

(c) Copies of any amendments or supplements to this Trust Agreement or the Lease Agreement which are consented to by the Financial Guaranty Insurer shall be sent to the rating agencies that have assigned a rating to the Certificates.

(d) Notwithstanding any other provision of this Trust Agreement or the Lease Agreement, in determining whether the rights of Owners will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee shall consider the effect on the Owners as if there was no Financial Guaranty Insurance Policy.

Section 14.05. Financial Guaranty Insurer as Third Party Beneficiary. To the extent that this Trust Agreement or the Lease Agreement confer upon or give or grant to the Financial Guaranty Insurer any right, remedy or claim under or by reason of the Trust Agreement or the Lease Agreement, the Financial Guaranty Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 14.06. Control Rights.

(a) The Financial Guaranty Insurer shall be deemed to be the Owner of all of the Certificates for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default, and (b) granting any consent, direction or approval or taking any action permitted by or required under this Trust Agreement or the Lease Agreement, as the case may be, to be granted or taken by the Owners of such Certificates.

(b) Anything in this Trust Agreement or the Lease Agreement to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Financial Guaranty Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners.

Section 14.07. Consent Rights of the Financial Guaranty Insurer.

(a) *Consent of the Financial Guaranty Insurer.* Any provision of this Trust Agreement or the Lease Agreement expressly recognizing or granting rights in or to the Financial Guaranty Insurer may not be amended in any manner that affect the rights of the Financial Guaranty Insurer hereunder or thereunder without the prior written consent of the Financial Guaranty Insurer.

(b) *Consent of the Financial Guaranty Insurer in Addition to Owner Consent.* Wherever this Trust Agreement or the Lease Agreement require the consent of Owners, the Financial Guaranty Insurer's consent shall also be required.

(c) *Consent of the Financial Guaranty Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the District must be acceptable to the Financial Guaranty Insurer. In the event of any reorganization or liquidation, the Financial Guaranty Insurer shall have the right to vote on behalf of all Owners who hold Certificates guaranteed by the Financial Guaranty Insurer, absent a default by the Financial Guaranty Insurer under the Financial Guaranty Insurance Policy.

Section 14.08. Payment Procedure Under the Financial Guaranty Insurance Policy.

(a) At least two (2) Business Days prior to each payment date with respect to the Certificates, the Trustee will determine whether there will be sufficient funds to pay all principal and interest with respect to the Certificates due on the related payment date and shall immediately notify the Financial Guaranty Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Certificates to which such deficiency is applicable and whether such Certificates will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Financial Guaranty Insurer or its designee.

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(b) The Trustee shall, after giving notice to the Financial Guaranty Insurer as provided above, make available to the Financial Guaranty Insurer and, at the Financial Guaranty Insurer's direction, to any fiscal agent, the Registration Books and all records relating to the funds maintained hereunder.

(c) The Trustee shall provide the Financial Guaranty Insurer and any fiscal agent with a list of Owners entitled to receive principal or interest payments from the Financial Guaranty Insurer under the terms of the Financial Guaranty Insurance Policy, and shall make arrangements with the Financial Guaranty Insurer or any designee of the Financial Guaranty Insurer to (i) mail checks or drafts to the Owners entitled to receive full or partial interest payments from the Financial Guaranty Insurer, and (ii) pay principal upon Certificates surrendered to the Financial Guaranty Insurer or any designee of the Financial Guaranty Insurer by the Owners entitled to receive full or partial principal payments from the Financial Guaranty Insurer.

(d) The Trustee shall, at the time it provides notice to the Financial Guaranty Insurer of any deficiency pursuant to paragraph (a) above, notify Owners entitled to receive the payment of principal or interest thereon from the Financial Guaranty Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Financial Guaranty Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Financial Guaranty Insurer or any fiscal agent, in form satisfactory to the Financial Guaranty Insurer, of an appropriate assignment of the Owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Financial Guaranty Insurer, they must surrender the related Certificates for payment first to the Trustee, which will note on such Certificates the portion of the principal paid by the Trustee and second to the Financial Guaranty Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Financial Guaranty Insurer, to permit ownership of such Certificates to be registered in the name of the Financial Guaranty Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Financial Guaranty Insurer, they must surrender the related Certificates for payment to the Financial Guaranty Insurer or its designee, rather than the Trustee, together with an appropriate assignment, in form satisfactory to the Financial Guaranty Insurer, to permit ownership of such Certificates to be registered in the name of the Financial Guaranty Insurer.

(e) In addition, if the Trustee has notice that any Owner has been required to disgorge payments of principal or interest with respect to the Certificates previously Due for Payment (as defined in the Financial Guaranty Insurance Policy) pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Financial Guaranty Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

(f) The Trustee will be irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Owners as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest with respect to the Certificates, the Trustee shall (A) execute and deliver to the Financial Guaranty Insurer, in form satisfactory to the Financial Guaranty Insurer, an instrument appointing the Financial Guaranty Insurer as agent for such Owners in any legal proceeding related to the payment of such interest and an assignment to the Financial Guaranty Insurer of the claims for interest to which such deficiency relates and which are paid by the Financial Guaranty Insurer, (B) receive as designee

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of the respective Owners (and not as Trustee) in accordance with the tenor of the Financial Guaranty Insurance Policy payment from the Financial Guaranty Insurer with respect to the claims for interest so assigned, and (C) disburse the same to such respective Owners; and

(ii) If and to the extent of a deficiency in amounts required to pay principal with respect to the Certificates, the Trustee shall (A) execute and deliver to the Financial Guaranty Insurer, in form satisfactory to the Financial Guaranty Insurer, an instrument appointing the Financial Guaranty Insurer as agent for such Owner in any legal proceeding related to the payment of such principal and an assignment to the Financial Guaranty Insurer of the Certificate surrendered to the Financial Guaranty Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Financial Guaranty Insurer is received), (B) receive as designee of the respective Owners (and not as Trustee) in accordance with the tenor of the Financial Guaranty Insurance Policy payment therefore from the Financial Guaranty Insurer, and (C) disburse the same to such Owners.

(g) Irrespective of whether any such assignment is executed and delivered, the Corporation and the Trustee agree for the benefit of the Financial Guaranty Insurer that:

(i) they recognize that to the extent the Financial Guaranty Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal or interest with respect to the Certificates, the Financial Guaranty Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the District, with interest thereon as provided and solely from the sources stated in the financing documents and the Certificates; and

(ii) they will accordingly pay to the Financial Guaranty Insurer the amount of such principal and interest, with interest thereon as provided in the financing documents and the Certificates, but only from the sources and in the manner provided in the Trust Agreement for the payment of principal and interest with respect to the Certificates to Owners, and will otherwise treat the Financial Guaranty Insurer as the owner of such rights to the amount of such principal and interest.

(h) The Financial Guaranty Insurer shall be entitled to pay principal of or interest with respect to the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment (as such terms are defined in the Financial Guaranty Insurance Policy), whether or not the Financial Guaranty Insurer has received a Notice (as defined in the Financial Guaranty Insurance Policy) of Nonpayment or a claim upon the Financial Guaranty Insurance Policy.

(i) In addition, the Financial Guaranty Insurer shall, to the extent it makes any payment of principal or interest with respect to the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Financial Guaranty Insurance Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Financial Guaranty Insurer's rights as subrogee on the Registration Books, upon receipt of proof of payment of interest with respect thereto to the Owners, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Financial Guaranty Insurer's rights as subrogee on the Registration Books, upon surrender of the Certificates together with receipt of proof of payment of principal thereof.

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ARTICLE XV

MISCELLANEOUS

Section 15.01. Defeasance. If and when all Outstanding Certificates shall be paid and discharged and all other amounts due and owing hereunder have been paid (as set forth below) then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the District with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the District to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to paragraph (b) of this Section 15.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraph (b), the Certificates shall continue to represent direct and fractional interests of the Owners thereof in Lease Payments under the Lease Agreement.

Such payment and discharge may be accomplished in either of the following ways:

(a) by well and truly paying or causing to be paid the principal, and interest and redemption premiums (if any) with respect to all Certificates Outstanding, as and when the same become due and payable; or

(b) by irrevocably depositing with the Trustee or an escrow holder security for the payment of Lease Payments as more particularly described in Section 10.1 of the Lease Agreement, to be applied to pay the Lease Payments as the same become due and payable and prepay the Lease Payments in full on any prepayment date, pursuant to Section 10.1 of the Lease Agreement

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) or (b) of this Section 15.01, which are not required for the payment to be made to Owners, shall, after payment of all fees and expenses of the Trustee, including attorneys fees (including allocated costs of internal counsel), be paid over to the District.

To accomplish defeasance, the District shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Financial Guaranty Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Financial Guaranty Insurer), and (iii) an opinion of nationally recognized bond counsel to the effect that the Certificates are no longer Outstanding; each Verification and defeasance opinion shall be acceptable in form and substance to the District and the Financial Guaranty Insurer, and addressed, to the District and the Trustee and the Financial Guaranty Insurer. In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Financial Guaranty Insurer and shall be accompanied by such opinions of counsel as may be required by the Financial Guaranty Insurer. The Financial Guaranty Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

Certificates shall be deemed Outstanding under this Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

Section 15.02. Records. The Trustee shall keep records in accordance with industry standards of all moneys received and disbursed by it under this Trust Agreement, which

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shall be available for inspection by the District, the Corporation, the Financial Guaranty Insurer and any Owner of at least five percent (5%) of the Outstanding principal amount of the Certificates, or the agent of any of them, at any time during regular business hours on any Business Day upon reasonable prior notice.

Section 15.03. Notices. All written notices to be given under this Trust Agreement shall be given by first class mail, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States first class mail, postage prepaid to the address set forth below:

If to the Corporation:	Public Property Financing Corporation of California 23945 Calabasas Road, Suite 103 Calabasas, CA 91302 Attention: Secretary/Treasurer Phone: (818) 224-4787 Fax: (818) 224-4789
If to the District:	Western Placer Unified School District 600 Sixth Street, 4th Floor Lincoln, CA 95648 Attention: Superintendent Phone: (916) 645-6350 Fax: (916) 645-6356
If to the Trustee:	U.S. Bank National Association One California Street, Suite 2100 San Francisco, CA 94111 Attention: Corporate Trust Department Phone: (415) 273-4514 Fax: (415) 273-4590
If to the Financial Guaranty Insurer:	Assured Guaranty Corp. 1325 Avenue of the Americas New York, NY 10019 Attention: Risk Management—Public Finance with a copy to the General Counsel Phone: (212) 974-0100 Fax: (212) 581-3268

The Trustee agrees to notify the Corporation and the Financial Guaranty Insurer in the event of any prepayment by the District of Lease Payments under the Lease Agreement and upon the termination of the Lease Agreement.

Section 15.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 15.05. Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

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Section 15.06. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 15.07. Destruction of Canceled Certificates. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the District of any Certificates, the Trustee may, in lieu of such cancellation and delivery, destroy such Certificates and deliver a certificate of such destruction to the District.

Section 15.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 15.09. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by first class mail, postage prepaid, or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15.10. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefore herein.

Section 15.11. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trustee in trust for the payment of the principal or interest due with respect to any Certificates and remaining unclaimed two years from the date of deposit of such funds, or if the law shall have been changed and the District has notified the Trustee of such change or the Trustee notifies the District, then on the date thirty (30) days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the District free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Trustee may (at the cost and request of the District) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the amounts so payable and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. The Trustee shall not be liable for any interest on funds held by it. The District shall not be liable for any interest on the sums paid to it pursuant to this Section 15.11 and shall not be regarded as a trustee of such money.

Section 15.12. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Vice President

PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA

By _____
William A. Morton
Secretary/Treasurer

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

By _____
Scott Leaman
Superintendent

Attest:

_____
Ana Stevenson
Clerk of the Board

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EXHIBIT A

DEFINITIONS

"Assignment Agreement" means the Assignment Agreement, dated as of September 1, 2008, by and between the Corporation and the Trustee, together with any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the District of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Principal Corporate Trust Office is located or in the State are closed or are required to close or a day on which the New York Stock Exchange is closed.

"Certificates" means the $_____ aggregate principal amount of certificates of participation to be executed and delivered pursuant to the Trust Agreement which evidence direct, undivided fractional Interests of the Owners thereof in Lease Payments.

"Closing Date" means September 18, 2008, the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase price of the Certificates by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Lease Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporation" means the Public Property Financing Corporation of California, a nonprofit, public benefit corporation organized and existing under and by virtue of the laws of the State.

"Corporation Representative" means the President, Vice President, Executive Director, Treasurer, Secretary, or the designee of any such official, or any other person authorized by resolution of the Corporation delivered to the Trustee to act on behalf of the Corporation under or with respect to the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement.

"Defeasance Obligations" means: (a) cash; (b) non-callable Federal Securities (including State and Local Government Securities); (c) non-callable direct obligations of the United States of America which have been stripped by the Department of the Treasury of the United States of America; (d) non-callable bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America: (i)

direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) participation certificates of the General Services Administration; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vii) U.S. government guaranteed public housing notes and bonds; and (vii) project notes and local authority bonds of the U.S. Department of Housing and Urban Development; and (e) pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P; provided, however, pre-refunded municipal bonds rated by S&P only (i.e., no Moody's rating) are acceptable if such pre-refunded municipal bonds were pre-refunded with cash, direct U.S. or U.S. guaranteed obligations or AAA rated pre-refunded municipal bonds.

"Delivery Costs Fund" means the fund by that name established and held by the Trustee pursuant to Article III of the Trust Agreement.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Site and Facility Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement or the execution, sale and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, costs for statistical data, initial fees and charges of the Trustee (including the fees and expenses of its counsel), financing discounts, legal fees and charges, insurance fees and charges (including title insurance), financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, the premiums for the Financial Guaranty Insurance Policy and the Reserve Fund Financial Guaranty Insurance Policy and charges and fees in connection with the foregoing.

"District" means Western Placer Unified School District, a school district organized and existing under and by virtue of the constitution and laws of the State.

"District Representative" means the President, the Vice President, the Superintendent, the Clerk of the Board, or the designee of any such official, or any other person authorized by resolution to act on behalf of the District under or with respect to the Trust Agreement and/or the Lease Agreement and/or the Site and Facility Lease and identified as such to the Trustee in writing.

"Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, as originally entered into or as it may be amended or supplemented pursuant to the provisions thereof, created to provide for the payment of the 2004 Certificates.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the Escrow Agreement, or any successor thereto appointed as escrow bank thereunder in accordance with the provisions thereof.

"Escrow Fund" means the fund by that name created and maintained by the Escrow Bank pursuant to the Escrow Agreement.

"Event of Default" means an event of default under the Lease Agreement, as defined in Section 9.1 thereof.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

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"Federal Securities" means (a) Cash (insured at all times by the Federal Deposit Insurance Corporation), and (b) obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including: (i) United States treasury obligations, (ii) all direct or fully guaranteed obligations, (iii) Farmers Home Administration, (iv) General Services Administration, (v) Guaranteed Title XI financing, (vi) Government National Mortgage Association (GNMA), and (vi) State and Local Government Series.

"Financial Guaranty Insurance Policy" means the financial guaranty insurance policy issued by the Financial Guaranty Insurer guaranteeing the payment, when due, of the principal and interest with respect to the Certificates.

"Financial Guaranty Insurer" means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

"Fiscal Year" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the District as its fiscal year.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"Information Services" means Financial Information, Inc.'s "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, NJ 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, NY 10006; Moody's "Municipal and Government," 5250 77 Center Drive, Suite 150, Charlotte, NC 28217, Attention: Municipal News Reports; and S&P's "Called Bond Record," 25 Broadway, 3rd Floor, New York, NY 10004; or to such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Certificates.

"Insurance and Condemnation Fund" means the fund by that name established and held by the Trustee pursuant to Section 7.01 of the Trust Agreement.

"Interest Payment Date" means the first (1st) day of each February and August, commencing February 1, 2009, so long as any Certificates are Outstanding.

"Lease Agreement" means that certain agreement for the lease of the Property by the Corporation to the District, dated as of September 1, 2008, together with any duly authorized and executed amendments thereto.

"Lease Payment Date" means the fifteenth (15th) day of January and July in each year during the Term of the Lease Agreement, commencing January 15, 2009.

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to Section 5.02 of the Trust Agreement.

"Lease Payments" means a portion of the total payments required to be paid by the District pursuant to Section 4.4 of the Lease Agreement, including any prepayment thereof pursuant to Article X of the Lease Agreement, which payments consist of an interest component and a principal component, as set forth in Exhibit C to the Lease Agreement.

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"Moody's" means Moody's Investors Service, New York, New York, or its successors.

"Net Proceeds," when used with respect to insurance or condemnation proceeds, means any insurance proceeds or condemnation award paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Original Purchaser" means the first purchaser of the Certificates upon their delivery by the Trustee on the Closing Date.

"Outstanding," when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except -

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for the payment or redemption of which funds or Defeasance Obligations in the necessary amount shall have theretofore been deposited with the Trustee or an escrow holder (whether upon or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09 of the Trust Agreement.

"Owner" or *"Certificate Owner"* or *"Owner of a Certificate,"* or any similar term, when used with respect to a Certificate means the person in whose name such Certificate shall be registered on the Registration Books.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Encumbrances" means, as of any particular time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Article V of the Lease Agreement, permit to remain unpaid; (b) the Assignment Agreement; (c) the Site and Facility Lease; (d) the Lease Agreement; (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (f) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District certifies in writing will not materially impair the use of the Property; and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of the Lease Agreement and to which the Corporation, the Financial Guaranty Insurer and the District agree in writing consent in writing do not reduce the value of the Property.

"Permitted Investments" means any of the following:

(a) Federal Securities;

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(b) Federal Housing Administration debentures;

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

(i) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(ii) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes,

(iii) Federal Home Loan Banks (FHL Banks) consolidated debt obligations, and

(iv) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(d) Unsecured certificates of deposit, time deposits, and bankers" acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's;

(e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million;

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

(g) Money market funds rated "Aam" by S&P, or better and, if rated by Moody's, rated "Aa2" or better.

(h) "State Obligations," which means:

(i) Direct general obligations of any state of the United States of America or any subdivision of agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1" by S&P and "MIG-1" by Moody's, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's;

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(i) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report"),

(iv) the case of U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations

(v) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report, and

(vi) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with:

(i) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and "A3" by Moody's, or

(ii) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and "A3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation, or

(iii) any other entity rated at least "A-" by S&P and "A3" by Moody's and acceptable to the Financial Guaranty Insurer (each an "Eligible Provider"), provided that:

(A) (1) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (2) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"),

(B) the trustee or a third party acting solely as agent therefore or for the issuer (the "Custodian") has possession of the collateral or the collateral has

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been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market,

(C) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Financial Guaranty Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral,

(D) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Financial Guaranty Insurer,

(E) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof,

(F) the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, notify the District, the Trustee and the Financial Guaranty Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (1) provide a written guarantee acceptable to the Financial Guaranty Insurer, (2) post Eligible Collateral, or (3) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the issuer or the Trustee;

(k) Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, or the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Financial Guaranty Insurer (each an "Eligible Provider"); provided that:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) with respect to the Certificates,

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days" prior notice; the issuer and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid,

(iii) the provider shall send monthly reports to the Trustee, the District and the Financial Guaranty Insurer setting forth the balance the District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider,

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(iv) the investment agreement shall state that it is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors,

(v) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Financial Guaranty Insurer,

(vi) the District, the Trustee and the Financial Guaranty Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms,

(vii) the issuer, the Trustee and the Financial Guaranty Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (ii) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (iii) any judgment rendered by a court in the United States would be recognized and enforceable in such country,

(viii) the investment agreement shall provide that if during its term:

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Financial Guaranty Insurer, (ii) post Eligible Collateral with the Issuer, the trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the issuer or the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the issuer or trustee,

(ix) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the trustee, the issuer and the Financial Guaranty Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the

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market value of the collateral on the valuation date and the name of the Custodian holding the collateral,

(x) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof, and

(xi) the investment agreement must provide that if during its term: (i) the provided shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the issuer of the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the issuer or trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the issuer or trustee, as appropriate.

(l) The Local Agency Investment Fund of the State, created pursuant to section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

(m) other forms of investments (including repurchase agreements) approved in writing by the Financial Guaranty Insurer.

"Principal Corporate Trust Office" means the corporate trust office of the Trustee located at One California Street, Suite 2100, San Francisco, California; *provided however,* that for purposes of redemption, payment, cancellation, surrender, exchange or transfer of Certificates such term means the corporate trust office of the Trustee in St. Paul, Minnesota or any other such location so designated by the Trustee.

"Proceeds," when used with reference to the Certificates, means the face amount of the Certificates, plus accrued interest and original issue premium, if any, less original issue discount, if any.

"Property" means, collectively, the Site and the Facility.

"Rating Category" means, with respect to any Permitted Investment, one of the generic categories of rating by Moody's applicable to such Permitted Investment, without regard to any refinement or graduation of such rating category by a plus or minus sign or a numeral.

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.12 of the Trust Agreement for registration of the ownership and transfer of ownership of the Certificates.

"Regular Record Date" means the close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

"Rental Period" means each twelve-month period during the Term of the Lease Agreement commencing on August 2 in any year and ending on August 1 in the next

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succeeding year; *provided, however*, that the first Rental Period shall commence on the Closing Date and shall end on August 1, 2009.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Section 6.01 of the Trust Agreement.

"Reserve Fund Financial Guaranty Insurance Policy" means the financial guaranty insurance policy issued by the Financial Guaranty Insurer for deposit in the Reserve Fund, in an amount equal to the Reserve Requirement.

"Reserve Requirement" means an amount equal to the least of maximum annual Lease Payments, 125% of average annual Lease Payments, and 10% of the principal amount of the Certificates, which amount shall be $_____ on the Closing Date; *provided, however*, that if the Certificates are partially refunded, such amount shall be reduced to an amount equal to the maximum annual Lease Payments relating to the Certificates not so refunded, as specified in a certificate of a District Representative delivered to the Trustee. On the Closing Date, the Reserve Requirement will be satisfied by the deposit in the Reserve Fund of the Reserve Fund Financial Guaranty Insurance Policy.

"S&P" means Standard & Poor's Credit Market Services, a division of The McGraw-Hill Companies, Inc., New York, New York, or its successors.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attention: Call Notification Department; or to such other addresses and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Certificates.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of September 1, 2008, by and between the District, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Term of the Lease Agreement" means the time during which the Lease Agreement is in effect, as provided in Section 4.2 of the Lease Agreement.

"Trust Agreement" means the Trust Agreement, dated as of September 1, 2008, by and among the District, the Corporation and the Trustee, together with any duly authorized amendments thereto.

"Trustee" means U.S. Bank National Association, or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"2004 Certificates" means the $35,000,000 Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A, representing undivided proportional interests of the owners thereof in base rental payments to be made by the District as the rental for certain property pursuant to a lease agreement with the California Public School District Financing Authority, currently outstanding in the principal amount of $31,390,000.

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"2004 Trustee" means U.S. Bank National Association, as trustee for the 2004 Certificates.

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EXHIBIT B

FORM OF THE CERTIFICATES

Certificate of Participation
(2008 Refinancing Project, Series B)
Evidencing a Direct, Undivided Fractional Interest of the
Owners Hereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

RATE OF INTEREST	MATURITY DATE	DATED DATE	CUSIP
____%	August 1, ____	September __, 2008	959215 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns (the "Owner"), as the registered owner of this Certificate of Participation (the "Certificate"), is the owner of a direct, undivided, fractional interest in a portion of the lease payments (the "Lease Payments") to be paid by the Western Placer Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), pursuant to that certain Lease Agreement, dated as of September 1, 2008, by and between the Public Property Financing Corporation of California, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation") and the District, (the "Lease Agreement"), which Lease Payments, prepayments and certain other rights and interests under the Lease Agreement have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having a corporate trust office in San Francisco, California; *provided however*, that for purposes of redemption, payment, cancellation, surrender, exchange or transfer of this Certificate such term means the corporate trust office of the Trustee in St. Paul, Minnesota, or any other such location so designated by the Trustee (the "Principal Corporate Trust Office").

The Owner is entitled to receive, subject to the terms of the Lease Agreement, on the Maturity Date identified above, the Principal Amount identified above, representing a direct, undivided fractional portion of the Lease Payments designated as principal coming due on such date, and to receive on February 1 and August 1 of each year, commencing February 1, 2009 (each, an "Interest Payment Date"), until payment in full of said Principal Amount, the Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Interest Payment Dates; provided that interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (i) this Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (ii) this Certificate is executed after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date, and prior to such Interest Payment Date, in which event interest shall be

payable from such Interest Payment Date, or (iii) this Certificate is executed on or before January 15, 2009, in which event interest shall be payable from the Dated Date stated above; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check of the Trustee mailed to the registered owners of the Certificates as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the registered owners of the Certificates not less than ten (10) days prior to such special record date. Said direct, undivided fractional share of the portion of the Lease Payments designated as interest is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the Rate of Interest per annum identified above. Interest represented hereby is payable in lawful money of the United States of America by check mailed by the Trustee on each Interest Payment Date by first class mail to the Owner at his address as it appears on the registration books of the Trustee, as of the close of business on the fifteenth (15th) day of the month immediately preceding each Interest Payment Date or, upon written request filed with the Trustee prior to the fifteenth (15th) day of the month immediately preceding the Interest Payment Date by a registered owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by each registered owner in such written request. Principal represented hereby is payable in lawful money of the United States of America by check of the Trustee upon presentation and surrender hereof at the Principal Corporate Trust Office.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of a Trust Agreement by and among the Trustee, the Corporation and the District, dated as of September 1, 2008 (the "Trust Agreement"). The District is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Principal Corporate Trust Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the registered owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease Agreement, all of the provisions of which the Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated under the Lease Agreement to pay Lease Payments from any source of legally available moneys and the District has covenanted in the Lease Agreement to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Financial Guaranty Insurer (as defined in the Trust Agreement) and the registered owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then outstanding and may be amended without such consent under certain circumstances; provided that no such amendment shall impair the right of any registered owner to receive, in any case, such registered owner's fractional share of any Lease Payment or prepayment thereof in accordance with such registered owner's Certificate, without the consent of such registered owner.

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This Certificate is transferable and exchangeable by the Owner, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of any charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer, a new Certificate or Certificates of an authorized denomination or denominations for the same aggregate principal amount will be delivered to the transferee in exchange for this Certificate. The District, the Corporation and the Trustee may treat the Owner as the absolute owner hereof for all purposes, whether or not the payments represented by this Certificate shall be overdue and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Certificates maturing on or before August 1, 2018, are not subject to optional redemption prior to maturity. The Certificates maturing on and after August 1, 2019, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the District (or, if the District shall fail to so designate the order of redemption, in pro rata among maturities) and by lot within a maturity, on or after August 1, 2018, at a redemption price equal to the principal amount thereof, together with the and accrued interest to the date fixed for redemption from the proceeds of the optional prepayment of Lease Payments made by the District pursuant to the Lease Agreement, without premium.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

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Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

The Certificates are subject to extraordinary mandatory redemption in whole at any time, or in part on any Interest Payment Date, in such order of maturity as shall be selected by the District and by lot within a maturity, from the net proceeds of an insurance or condemnation award to the extent credited towards the prepayment of the Lease Payments by the District pursuant to the Lease Agreement, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Notice of redemption is to be given by the Trustee by mailing a redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate registration books maintained by the Trustee. Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) interest with respect to such Certificates or portions of Certificates shall cease to accrue and be payable.

The Trustee has no obligation or liability to the registered owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Certificates, the various funds and accounts established under the Trust Agreement. The Trustee makes no

6.2.115

representation concerning the recitals contained in the Trust Agreement or in this Certificate.

The District has certified, recited and declared that all conditions, things and acts required by the constitution and statutes of the State of California, the Lease Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, this Certificate has been executed by U.S. Bank National Association, as trustee, acting pursuant to the Trust Agreement.

Date of Execution:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Signatory

6.2.116

STATEMENT OF INSURANCE

Assured Guaranty Corp. ("Assured Guaranty"), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the "Policy") with respect to the scheduled payments of principal and interest with respect to this Certificate to U.S. Bank National Association, as paying agent on behalf of the holders of the Certificates (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from Assured Guaranty or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Certificate acknowledges and consents to the subrogation rights of Assured Guaranty as more fully set forth in the Policy.

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FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Certificate and do(es) hereby irrevocably constitute and appoint

_____

attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution (banks, stock brokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to Securities and Exchange Commission Rule 17 Ad-15.

_____

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

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CERTIFICATE OF PARTICIPATION DOCUMENT

ESCROW DEPOSIT AND TRUST AGREEMENT

COVER SHEET

Item # V

ESCROW DEPOSIT AND TRUST AGREEMENT

by and between the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

Dated September 18, 2008

Relating to the Refunding of the
$35,000,000
Western Placer School District
Adjustable Rate Certificates of Participation
(School Facilities Project), Series 2004A
Representing Undivided Proportional Interests of the Owners
Thereof in Base Rental Payments to be Made by the
Western Placer School District
as the Rental for Certain Property Pursuant to a Sublease
with the California Public School District Financing Authority

6.2.119

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT is made and entered into this 18th day of September, 2008, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a unified school district organized and existing under the laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "2004 Trustee") under the 2004 Trust Agreement, as hereinafter defined, as escrow bank hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the District has heretofore entered into a lease agreement, dated as of June 1, 2004, by and between the California Public School District Financing Authority (the "Authority") and the District (the "2004 Lease"), pursuant to which the Authority agreed to lease certain real property and improvements (the "2004 Property") to the District, and the District agreed to make certain lease payments (the "2004 Lease Payments") to the Authority;

WHEREAS, the 2004 Lease provides that in the event that the District deposits, or causes the deposit on its behalf of, moneys or certain Federal Securities (as defined in the 2004 Lease, and which may include United States Treasury notes, bonds, bills or certificates of indebtedness or obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest, including United States Treasury (book entry) certificates, notes and bonds, state and local government series), in an amount, together with investment earnings, sufficient to make all or a portion of the 2004 Lease Payments when and as due, then all of the obligations of the District under the 2004 Lease and all of the security provided by the District for such obligations, excepting only the obligation of the District to make the 2004 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2004 Property shall be vested in the District without further action by the District or the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of June 1, 2004 (the "2004 Assignment Agreement"), by and between the Authority and the 2004 Trustee, the Authority assigned to the 2004 Trustee its rights to receive 2004 Lease Payments from the District under the 2004 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2004 Lease to enforce payment of the 2004 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of June 1, 2004, by and among the District, the Authority and the 2004 Trustee (the "2004 Trust Agreement"), the 2004 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2004 Certificates") representing undivided fractional interests of the owners thereof to receive 2004 Lease Payments made by the District and to apply such 2004 Lease Payments to the payment of principal and interest with respect to the 2004 Certificates, and to administer certain funds and accounts, created pursuant to the 2004 Trust Agreement;

WHEREAS, the District has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the District at this time to refinance the District's obligation to make the 2004 Lease Payments under the 2004 Lease and, as a result thereof, to provide for the defeasance of the 2004 Certificates, and to that end, the District proposes to lease certain real property and improvements (the "Property") from the Public Property Financing Corporation of California (the "Corporation") pursuant to that certain Lease Agreement, dated as of September 1, 2008 (the "Lease Agreement");

WHEREAS, the District proposes to make the deposit of moneys and Federal Securities referenced in Section 15.0 of the 2004 Lease and to appoint the Escrow Bank for the purpose of applying said deposit to provide for the payment and prepayment of the 2004 Lease Payments in accordance with the instructions provided by this Escrow Deposit and Trust Agreement and of applying said 2004 Lease Payments to the payment and redemption of the 2004 Certificates in accordance with the 2004 Trust Agreement and the Escrow Bank desires to accept said appointment;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2008, by and between the Corporation and the Trustee, and to enter into that certain Trust Agreement, dated as of September 1, 2008 (the "Trust Agreement"), by and among the Corporation, the District and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of $_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments made by the District under the Lease Agreement;

WHEREAS, the District wishes to make such a deposit with the Escrow Bank and to enter into this Escrow Deposit and Trust Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Deposit and Trust Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definition of Federal Securities. As used herein, the term "Federal Securities" shall mean solely non-callable, direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America).

Section 2. Appointment of Escrow Bank. The District hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Deposit and Trust Agreement and in accordance with the terms and provisions of this Escrow Deposit and Trust Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the District with, and to be held by, the Escrow Bank, as security for the payment of the 2004 Lease Payments as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Bank on behalf of the District and for the benefit of the owners of the 2004 Certificates, said escrow to be designated the "Escrow Fund." All moneys and Federal Securities deposited in the Escrow Fund shall be held as a special fund for the payment of the principal and interest with respect to the 2004 Certificates in accordance with the provisions of the 2004 Trust Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the District of such fact and the District shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

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Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the Certificates, the District shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of $_____ in immediately available funds:

(i) $_____ of which shall be derived from the proceeds of sale of the Certificates; and

(ii) $_____ of which shall be derived from amounts on deposit in the funds and accounts established for the 2004 Certificates (the "2004 Funds").

(b) The Escrow Bank shall invest all moneys deposited into the Escrow Fund pursuant to the preceding paragraph in Demand Deposit United State Treasury Securities—State and Local Government Series (the "Escrowed Federal Securities"). The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

Section 5. Instructions as to Application of Deposit. The Escrowed Federal Securities deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of paying the interest due with respect to the 2004 Certificates on September 2, 2008, and redeeming all outstanding 2004 Certificates in full on September 26, 2008, at the price of 100% of the principal amount thereof, plus accrued interest, as more particularly set forth in Exhibit A attached hereto and hereby made a part hereof. Following the final payment of the 2004 Certificates, together accrued interest to the payment date, the Escrow Bank shall transfer any remaining amounts relating to the 2004 Certificates to the Trustee for deposit in the Lease Payment Fund created and maintained by the Trustee pursuant to the Trust Agreement and applied as a credit against payments of principal and interest with respect to the Certificates.

Section 6. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2004 Certificates, in Federal Securities pursuant to written directions of the District; provided, however, that (i) such written directions of the District shall be accompanied by (A) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the Federal Securities then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof, and (B) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2004 Certificates or the Certificates, and (ii) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 6 and not required for the purposes set forth in Section 5, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the Trustee for deposit in the lease

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payment fund created for the Certificates and applied as a credit against Lease Payments to be made by the District.

Section 7. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by: (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2004 Certificates or the Certificates. In the event that, following any such substitution of Federal Securities pursuant to this Section 7, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 5 hereof, as indicated by such verification, such excess shall be paid to the District.

Section 8. Transfer of 2004 Trust Agreement Funds. Concurrently with the delivery of the Certificates, the District shall cause the 2004 Trustee to transfer the sum of $_____ held in the 2004 Funds to the Escrow Bank for deposit in the Escrow Fund.

The District hereby directs the Escrow Bank, as 2004 Trustee, that amounts remaining in any other fund or account held by the 2004 Trustee and created with respect to the 2004 Certificates, including interest earnings received by the 2004 Trustee with respect to any other fund or account, shall, after payment of all fees and expenses of the 2004 Trustee, be transferred to the Trustee for deposit in the lease payment fund held with respect to the Certificates.

Section 9. Application of Certain Terms of the 2004 Trust Agreement. All of the terms of the 2004 Trust Agreement relating to the making of payments of principal and interest with respect to the 2004 Certificates are incorporated in this Escrow Deposit and Trust Agreement as if set forth in full herein. The provisions of the 2004 Trust Agreement relating to the limitations from liability and protections afforded the 2004 Trustee and the resignation and removal of the 2004 Trustee are also incorporated in this Escrow Deposit and Trust Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 10. Compensation to Escrow Bank. The District shall pay the Escrow Bank full compensation for its duties under this Escrow Deposit and Trust Agreement, including out-of-pocket costs such as publication costs, prepayment expenses, legal fees and other costs and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 11. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Deposit and Trust Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Deposit and Trust Agreement.

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The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the defeasance of the 2004 Certificates, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank make no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the payment of the 2004 Certificates pursuant to the 2004 Trust Agreement or to the validity of this Escrow Deposit and Trust Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Deposit and Trust Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Deposit and Trust Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Deposit and Trust Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 11 shall survive the termination of this Escrow Deposit and Trust Agreement or the resignation or removal of the Escrow Bank.

Section 12. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2004 Certificates then outstanding shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained

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herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2004 Certificates or the Certificates, and that such amendment will not cause interest represented by the 2004 Certificates or represented by the Certificates to become subject to federal income taxation.

Section 13. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Deposit and Trust Agreement.

Section 14. Notice of Escrow Bank, District and Corporation. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as trustee in accordance with the provisions of the 2004 Trust Agreement. Any notice to or demand upon the District and the Corporation, respectively, shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the Lease Agreement (or such other address as may have been filed in writing by the District or the Corporation with the Escrow Bank).

Section 15. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2004 Trust Agreement, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 16. Section Headings. All section headings contained in this Escrow Deposit and Trust Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Escrow Deposit and Trust Agreement.

Section 17. Applicable Law. This Escrow Deposit and Trust Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 18. Execution in Counterparts. This Escrow Deposit and Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the District and the Escrow Bank have each caused this Escrow Deposit and Trust Agreement to be executed by their duly authorized officers all as of the date first above written.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

Attest:

_____
Ana Stevenson
Clerk of the Board

U.S. BANK NATIONAL ASSOCIATION, as 2004 Trustee

By _____
Marianne Diaz
Vice President

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EXHIBIT A

PAYMENT SCHEDULE OF 2004 CERTIFICATES

Interest Payment Date	Maturing Principal	Called Principal	Interest (1)	Redemption Premium	Total Payment
09/02/08	—	—		—	
09/26/08	—	$31,390,000,000		—	

(1) Represents actual interest rates through August 27, 2008, and assumed interest rate of 12% from August 28, 2008, through September 26, 2008. On August 29, 2008, the Escrow Agent will submit a redemption request to the Bureau of Public debt (for payment on September 2, 2008) in an amount equal to the actual interest due with respect to the 2004 Certificates on September 2, 2008. On September 3, 2008, the Escrow Agent will submit a redemption request to the Bureau of Public debt (for payment on September 26, 2008) in an amount equal to all remaining SLGS.

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CERTIFICATE OF PARTICIPATION DOCUMENT

PURCHASE AGREEMENT

COVER SHEET

Item # VI

$_____
Certificates of Participation
(2008 Refinancing Project, Series B)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

PURCHASE AGREEMENT

August 26, 2008

Board of Trustees
Western Placer Unified School District
600 Sixth Street, 4th Floor
Lincoln, CA 95648

Ladies and Gentlemen:

The undersigned (the "Underwriter"), offers to enter into this purchase agreement (this "Purchase Agreement") with the Western Placer Unified School District (the "District") which will be binding upon the District and the Underwriter upon the acceptance hereof by the District. This offer is made subject to its acceptance by the District by execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Trust Agreement and the Lease Agreement (as those terms are hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the District hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the Certificates of Participation (2008 Refinancing Project, Series B) (the "Certificates") evidencing the direct undivided fractional interests of the Owners thereof in Lease Payments to be made by the District to the Public Property Financing Corporation of California (the "Corporation") pursuant to a Lease Agreement, dated as of September 1, 2008 (the "Lease Agreement"), by and between the District and the Corporation, at a purchase price of $_____ (being the principal amount of the Certificates of $_____, less Underwriter's discount of $_____, and less a net original issue discount of $_____).

2. Authorizing Instruments and Law. The Certificates shall be executed and delivered by U.S. Bank National Association, as trustee (the "Trustee") pursuant to a Trust

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Agreement dated as of September 1, 2008 (the "Trust Agreement") among the District, the Corporation and the Trustee. The Corporation will assign its right to receive Lease Payments to the Trustee pursuant to an Assignment Agreement, dated as of September 1, 2008 (the "Assignment Agreement") between the Corporation and the Trustee. The Certificates shall be as described in the Trust Agreement and the Official Statement relating to the Certificates (as defined below).

The District will use the proceeds of the Certificates to (a) refinance the acquisition, construction, installation, modernization and equipping of improvements to various District facilities and to provide for the refunding of the outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates"); (b) purchase a reserve fund surety bond in lieu of cash funding a reserve fund for the Certificates, and (c) pay the expenses of executing and delivering the Certificates.

Payment of principal and interest with respect to the Certificates will be insured by a policy of financial guaranty bond insurance the ("Financial Guaranty Insurance Policy") issued by Assured Guaranty Corp. (the "Financial Guaranty Insurer").

3. Public Offering. The Underwriter agrees to make a bona fide public offering of all the Certificates initially at the public offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Certificates, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Certificates may be offered and sold to certain dealers at prices lower than such initial public offering prices.

4. Delivery of Official Statement and Continuing Disclosure. The District has delivered or caused to be delivered to the Underwriter prior to the execution of this Purchase Agreement or the first offering of the Certificates, whichever first occurs, copies of the Preliminary Official Statement relating to the Certificates (the "Preliminary Official Statement"). Such Preliminary Official Statement is the official statement deemed final by the District for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), except for the information specifically permitted to be omitted by paragraph (b)(1) of the Rule, and approved for distribution by resolution of the District.

The Preliminary Official Statement and the final Official Statement (the "Final Official Statement"), including the cover pages, the appendices thereto and all information incorporated therein by reference are hereinafter referred collectively to as the "Official Statement".

To assist the Underwriter in complying with SEC Rule 15c2-12 (b)(5), the District will undertake, pursuant to a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of these undertakings is set forth in the Preliminary Official Statement dated August 6, 2008, relating to the Certificates and will also be set forth in the Final Official Statement.

The District shall, within 7 business days of the date hereof, deliver the Final Official Statement to the Underwriter in sufficient quantity to comply with applicable SEC and Municipal Securities Rulemaking Board regulations.

5. The Closing. At 8:00 A.M., California time, on September 18, 2008, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the

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District and the Underwriter (the "Closing Date"), the District will deliver (i) the Certificates in definitive form to the Underwriter in such form as the Underwriter shall request, and (ii) the closing documents hereinafter mentioned at the office of Quint & Thimmig LLP ("Special Counsel"), or another place to be mutually agreed upon by the District and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Certificates on the Closing Date as set forth in Section 1 by wire transfer payable to the order of the Trustee on behalf of the District. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing". The Certificates will be delivered in book-entry form through the facilities of the Depository Trust Company.

6. District Representations, Warranties and Covenants. The District represents, warrants and covenants to the Underwriter that:

(a) *Due Organization, Existence and Corporation*. The District is a school district, organized and existing under the Constitution and the laws of the State of California (the "State"), with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Trust Agreement, the Lease Agreement, the Site and Facility Lease, dated as of September 1, 2008, by and between the District and the Corporation, and the Escrow Deposit and Trust Agreement, dated as of the Closing Date (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), providing for the refunding of the 2004 Certificates (collectively, the "District Documents") and to carry out and consummate the transactions contemplated by the District Documents and the Official Statement.

(b) *Due Authorization and Approval*. By all necessary official action of the District, the District has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations contained in, the Preliminary Official Statement, the Final Official Statement and the District Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the District Documents will constitute the legally valid and binding obligations of the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. The District has complied, and will at the Closing be in compliance in all respects, with the terms of the District Documents.

(c) *Official Statement Accurate and Complete*. The Preliminary Official Statement was as of its date, and the Final Official Statement is, and at all times subsequent to the date of the Final Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Final Official Statement contain and up to and including the Closing will contain no misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in the light of the circumstances under which such statements were made, not misleading.

(d) *Amendments and Supplements to Official Statement*. If after the date of this Purchase Agreement and until twenty-five (25) days after the end of the underwriting period, any event shall occur, of which the District has notice, as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter or the District, such event requires an amendment or supplement to the Official Statement, the District, at its own expense, will amend or supplement the Official

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Statement in a form and manner jointly approved by the District and the Underwriter so that the statements therein as so amended or supplemented will not be misleading in the light of the circumstances existing at such time and the District shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement.

(e) *No Breach or Default*. As of the time of acceptance hereof and as of the time of the Closing, except as otherwise disclosed in the Official Statement, the District is not and will not be in breach of or in default under any applicable and material constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable and material judgment or decree or any trust agreement, lease agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and, as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the District Documents and compliance with the provisions of each of such agreements or instruments do not and will not be prohibited by or constitute a breach of or default under any applicable and material constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable and material judgment, decree, license, permit, trust agreement, lease agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the District Documents.

(f) *No Litigation*. As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, to the best knowledge and belief of the District, without having made any independent investigation, (1) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory authority, public board or body, pending or threatened against the District (i) in any way questioning the corporate existence of the District or the titles of the officers of the District to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Certificates, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the District Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest portion of the Lease Payments from taxation; or (iii) contesting the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Final Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (2) there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iii) of this sentence.

(g) *Preliminary Official Statement*. For purposes of the Rule, the District has heretofore deemed final the Preliminary Official Statement prior to its use and distribution by the Underwriter, except for the information specifically permitted to be omitted by paragraph (b)(1) of the Rule.

(h) *Approvals and Consents*. Except as may be required under the blue sky or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and

orders of, or filings or registrations with, any governmental authority, board, or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the District of its obligations under the District Documents and the Certificates have been or will be obtained and are or will be in full force and effect.

7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement to purchase and pay for the Certificates shall be subject to the following additional conditions:

(a) *Bring-Down Representation*. The representations, warranties and covenants of the District contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) *Executed Agreements and Performance Thereunder*. At the time of the Closing (i) the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter and (ii) there shall be in full force and effect such resolutions (the "Resolutions") as, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the District Documents.

(c) *Termination Events*. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the District if at any time at or prior to the Closing:

(i) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(ii) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority materially adversely affecting the federal or State tax status of the District, or the interest on Certificates or notes or obligations of the general character of the Certificates; or

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(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Certificates; or.

(iv) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental body having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Certificates, or the Certificates, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Certificates; or

(vi) a general banking moratorium shall have been established by federal or State authorities; or

(vii) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Certificates; or

(viii) any rating of the Certificates, including the rating of the Financial Guaranty Insurer, shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Certificates; or

(ix) the commencement of any action, suit or proceeding described in Section 6(f) which, in the judgment of the Underwriter, materially adversely affects the market price of the Certificates; or

(x) there shall be in force a general suspension of trading on the New York Stock Exchange.

(d) *Closing Documents*. At or prior to the Closing, the Underwriter shall receive with respect to the Certificates (unless the context otherwise indicates) the following documents:

(1) **Final Opinion**. An approving opinion of Special Counsel dated the date of the Closing and substantially in the form appended to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed

to the Underwriter, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(2) **Supplemental Opinion.** A supplemental opinion or opinions of Special Counsel addressed to the District and the Underwriter, and dated the date of the Closing substantially to the following effect:

(i) The District Documents have been duly authorized, executed and delivered by the District and constitute the valid, legal and binding agreements of the District enforceable in accordance with their respective terms.

(ii) The statements contained in the Official Statement (including the cover page and the Appendices thereto), insofar as such statements purport to summarize certain provisions of the Certificates, the Trust Agreement, the Lease Agreement or the tax-exempt status of the interest component of the Lease Payments, accurately summarize the information presented therein; provided that Special Counsel need not express any opinion with respect to any financial or statistical information contained therein.

(iii) The Certificates and the District's obligations under the Trust Agreement are exempt from registration under the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(3) **Disclosure Counsel.** An opinion of Quint & Thimmig LLP, San Francisco, California, as Disclosure Counsel addressed to the District and the Underwriter, stating that, without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the preparation of the Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Official Statement, including the cover page and all appendices thereto (excluding therefrom financial statements and statistical data, information regarding The Depository Trust Company, and its book entry system, and information regarding the Insurer and its Policy as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) **Trustee Counsel Opinion.** The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the District and the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Trust Agreement.

(ii) The Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Trustee and constitute the legal, valid and binding obligations of the Trustee enforceable in accordance

with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(5) **Escrow Bank Counsel Opinion**. The opinion of counsel to the Escrow Bank, dated the date of the Closing, addressed to the District and the Underwriter, to the effect that:

(i) The Escrow Bank is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Escrow Agreement.

(ii) The Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank and constitute the legal, valid and binding obligation of the Escrow Bank enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(6) **District Certificate**. A certificate of the District, dated the date of the Closing, signed on behalf of the District by the Superintendent or other duly authorized officer of the District to the effect that:

(i) The representations, warranties and covenants of the District contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the District has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the District at or prior to the date of the Closing.

(ii) No event affecting the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(7) **Corporation Certificate**. A certificate of the Corporation, dated the date of the Closing, signed on behalf of the Corporation by the President or other duly authorized officer of the Corporation to the effect that no event affecting the Corporation has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) **Trustee Certificate**. A certificate of the Trustee, dated the date of Closing, addressed to the Corporation, the District and the Underwriter to the following effect:

(i) The Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Trust Agreement and the Assignment Agreement.

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(ii) The Trustee is duly authorized to enter into the Trust Agreement and the Assignment Agreement and the Trust Agreement and the Assignment Agreement have been duly executed and delivered by the Trustee.

(iii) To the best knowledge of the Trustee, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental body, public board or body served upon the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trust Agreement and the Assignment Agreement or contesting the powers of the Trustee or its authority to enter into and perform its obligation under the Trust Agreement and the Assignment Agreement.

(9) **Escrow Bank Certificate**. A certificate of the Escrow Bank, dated the date of Closing, addressed to the Corporation, the District and the Underwriter to the following effect:

(i) The Escrow Bank is duly organized and existing as a national banking association in good standing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Escrow Agreement.

(ii) The Escrow Bank is duly authorized to enter into the Escrow Agreement and the Escrow Agreement has been duly executed and delivered by the Escrow Bank.

(iii) To the best knowledge of the Escrow Bank, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental body, public board or body served upon the Escrow Bank or threatened against the Escrow Bank which in the reasonable judgment of the Escrow Bank would affect the existence of the Escrow Bank or in any way contesting or affecting the validity or enforceability of the Escrow Agreement or contesting the powers of the Escrow Bank or its authority to enter into and perform its obligation under the Escrow Agreement.

(10) **2004 Defeasance Opinion**. A defeasance opinion with respect to the 2004 Certificates, dated the Closing Date and addressed to the District, the Trustee, the Escrow Bank and the Underwriter, of Special Counsel;

(11) **Documents**. An original executed copy of each of the District Documents.

(12) **Arbitrage Certificate**. An arbitrage certificate executed by the District and satisfactory in form and substance to Special Counsel.

(13) **8038-G**. Evidence that the federal tax information form 8038-G has been executed by the District.

(14) **Title Insurance**. Evidence of arrangements for the issuance of a binder for a CLTA title insurance policy issued by Stewart Title Guaranty Company insuring

the District's leasehold interest in the Property under the Lease Agreement, in form and substance acceptable to Special Counsel.

(15) **Financial Guaranty Insurance Policy and the Reserve Fund Financial Guaranty Insurance Policy**. Receipt by the Trustee of the Financial Guaranty Insurance Policy and the Reserve Fund Financial Guaranty Insurance Policy, together with any endorsements thereto, issued by the Financial Guaranty Insurer as well as an opinion of counsel to the Financial Guaranty Insurer and a Certificate of the Financial Guaranty Insurer satisfactory to Special Counsel.

(16) **Ratings**. Evidence that Standard & Poor's Ratings Services has assigned the ratings of "AAA" (insured) "A-" (underlying) to the Certificates.

(17) **Additional Documents**. Such additional certificates, instruments and other documents as Special Counsel, the District or the Underwriter may reasonably deem necessary.

If the District or the Corporation shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter, the District, nor the Corporation shall be under further obligation hereunder, except as further set forth in Section 9.

8. Expenses. Whether or not the Underwriter accepts delivery of and pays for the Certificates as set forth herein, the Underwriter shall be under no obligation to pay, and the Corporation and the District shall pay or cause to be paid the expenses incident to the performance of the obligations of the Corporation and the District hereunder including but not limited to: (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the District Documents and the cost of preparing, printing, issuing and delivering the definitive Certificates; (b) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the District; (c) the fees and disbursements of Special Counsel; (d) the cost of preparation and printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of preparation and printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter; and (e) charges of rating agencies for the rating of the Certificates.

Whether or not the Underwriter accepts delivery of and pays for the Certificates as set forth herein, the Underwriter shall pay, and the District and the Corporation shall not be under an obligation to pay, CUSIP Bureau and CDIAC fees and expenses, fees and expenses to qualify the Certificates for sale under any "blue sky" laws, fees and expenses of counsel to the Underwriter, and all other expenses incurred by it in connection with the public offering and distribution of the Certificates.

9. Notice. Any notice or other communication to be given to the District or the Corporation under this Purchase Agreement may be given by delivering the same in writing to such entity at the address set forth above. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to M.L. Stern & Co., LLC, 8350 Wilshire Boulevard, Beverly Hills, CA 90211, Attention: Mr. Miles Benickes, Executive Vice President.

10. Entire Agreement. This Purchase Agreement, when accepted by the District shall constitute the entire agreement between the District, the Corporation and the Underwriter and is made solely for the benefit of the District and the Underwriter (including the

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successors or assigns of any Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the District's representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, until the earlier of (a) delivery of and payment for the Certificates hereunder, and (b) any termination of this Purchase Agreement.

11. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

13. State of California Law Governs. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State.

14. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by either the Underwriter, the District, or the Corporation without the prior written consent of the other parties hereto.

M.L. STERN & CO., LLC

By _____
Miles Benickes
Executive Vice President

Accepted as of the date first stated above:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

APPENDIX A

$_____
Certificates of Participation
(2008 Refinancing Project, Series B)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

Date August 1	Amount	Interest Rate	Yield	Price

6.2.139

CERTIFICATE OF PARTICIPATION DOCUMENT

CERTIFICATES OF PARTICIPATION

COVER SHEET

Item # VII

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These se... may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no ci... shall the Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these... ions in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 13, 2008

NEW ISSUE—FULL BOOK ENTRY

RATINGS:
S&P: "AAA" (Assured Guaranty-Insured)
S&P: "A-" (Underlying)
(See "RATINGS" herein)

Subject to compliance by the District with certain covenants, in the opinion of Quint &Thimmig LLP, San Francisco, California, Special Counsel, under present law, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein for a more complete discussion.

WPUSD

**$_____*
CERTIFICATES OF PARTICIPATION
(2008 Refinancing Project, Series B)
Evidencing the Direct, Undivided Fractional Interests
of the Owners Thereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California**

Dated: Date of Delivery **Due: August 1, as set forth below**

The $_____* Certificates of Participation (2008 Refinancing Project, Series B) (the "Certificates"), are being sold to provide funds, together with other available moneys, to (a) refinance the acquisition, construction, installation, modernization and equipping of improvements to various District facilities and, therefore, to provide for the refunding of the District's outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A, (b) purchase a reserve fund surety bond in lieu of cash funding a reserve fund for the Certificates, and (c) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates. The Certificates will evidence direct, undivided fractional interests of the owners thereof in Lease Payments (as defined herein) to be made by the District to the Public Property Financing Corporation of California (the "Corporation") for the use and occupancy of the Property (as defined herein) under and pursuant to a Lease Agreement, dated as of September 1, 2008, between the District and the Corporation (the "Lease Agreement"). The Corporation will assign its right to receive Lease Payments from the District under the Lease Agreement and its right to enforce payment of the Lease Payments when due or otherwise protect its interest in the event of a default by the District thereunder to U.S. Bank National Association, San Francisco, California, as trustee (the "Trustee"), for the benefit of the registered owners of the Certificates.

The Certificates will be executed and delivered in book-entry form only, and will be initially registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (referred to herein as "DTC"). Purchasers of the Certificates (the "Beneficial Owners") will not receive physical certificates representing their interest in the Certificates. Interest with respect to the Certificates accrues from their date of delivery, and is payable semiannually by check mailed on each February 1 and August 1, commencing February 1, 2009. The Certificates may be executed and delivered in denominations of $5,000 or any integral multiple thereof. Payments of principal and interest with respect to the Certificates will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Certificates. (See "THE CERTIFICATES—Book-Entry-Only System" herein).

The Certificates are subject to optional, mandatory, and extraordinary and optional redemption, as described herein

The District will covenant in the Lease Agreement to make all Lease Payments due under the Lease Agreement, subject to abatement during any period in which by reason of damage or destruction of the Property, or by reason of eminent domain proceedings with respect to the Property, there is substantial interference with the use and occupancy by the District of the Property or any portion thereof. The District will covenant in the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations for all such Lease Payments.

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under a financial guaranty insurance policy to be issued concurrently with the delivery of the Certificates by ASSURED GUARANTY CORP.

ASSURED GUARANTY

NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTES A DEBT OR INDEBTEDNESS OF THE DISTRICT OR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATIONS OR RESTRICTION OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

MATURITY SCHEDULE*

$_____ Serial Certificates

CUSIP Prefix: _____†

Maturity (August 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP Suffix†	Maturity (August 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP Suffix†

$_____ _____% Term Certificates maturing August 1, ____; Price: _____%, to Yield ____%—CUSIP: _____ ____†

$_____ _____% Term Certificates maturing August 1, ____; Price: _____%, to Yield ____%—CUSIP: _____ ____†

The cover page contains certain information for general reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "RISK FACTORS" herein for a discussion of special risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Certificates.

The following firm, serving as financial advisor to the District, has structured this issue:

Capitol | PFG
Crafting Optimal Financial Solutions

The Certificates will be offered when, as and if delivered and received by the Underwriter subject to approval by Quint & Thimmig LLP, San Francisco, California, as Special Counsel. Certain matters will be passed upon for the District by Quint & Thimmig LLP, San Francisco, California, as Disclosure Counsel. It is anticipated that the Certificates will be available for delivery to DTC in New York, New York, on or about September 18, 2008.

M.L. Stern & Co., LLC

Dated: August ___, 2008

*Preliminary, subject to change.

† Copyright 2008, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by the CUSIP Service Bureau, operated by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the District and are included solely for the convenience of the registered owners of the Certificates. The District is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Certificates or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Certificates.

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In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market prices of the Certificates at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Certificates to certain dealers and others at prices lower than the public offering prices set forth on the cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

No dealer, broker, salesperson, or other person has been authorized by the District, the Corporation or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the District, the Corporation or the Underwriter.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the Certificates by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Certificates. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation of such by the District or the Corporation. The information and expressions of opinion stated herein are subject to change without notice. The delivery of this Official Statement shall not, under any circumstances, create any implication that there has been no change in the affairs of the District or the Corporation since the date hereof. All summaries of the Certificates, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Site and Facility Lease, or other documents, are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Superintendent of the District for further information. See "INTRODUCTION—Other Information."

This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

ASSURED GUARANTY CORP. (THE "FINANCIAL GUARANTY INSURER") MAKES NO REPRESENTATION REGARDING THE CERTIFICATES OR THE ADVISABILITY OF INVESTING IN THE CERTIFICATES. IN ADDITION, THE FINANCIAL GUARANTY INSURER HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING THE FINANCIAL GUARANTY INSURER SUPPLIED BY THE FINANCIAL GUARANTY INSURER AND PRESENTED UNDER THE HEADING "FINANCIAL GUARANTY INSURANCE" AND APPENDIX F—"SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY."

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, 4th Floor
Lincoln, California 95648
(916) 645-6350
http://www.wpusd.k12.ca.us/

GOVERNING BOARD

Paul Carras, *President*
Brian Haley, *Vice President*
Ana Stevenson, *Clerk*
Paul Long, *Member*
James McLeod, *Member*

DISTRICT ADMINISTRATION

Scott Leaman, *Superintendent*
Teresa Ryland, CPA, *Assistant Superintendent of Business Services*
Bob Noyes, *Assistant Superintendent of Personnel Services*
Mary Boyle, *Assistant Superintendent of Educational Services*
Cathy Allen, *Assistant Superintendent of Facilities and Maintenance Services*

PROFESSIONAL SERVICES

SPECIAL COUNSEL AND DISCLOSURE COUNSEL
Quint & Thimmig LLP
San Francisco, California

FINANCIAL ADVISOR
Capitol Public Finance Group, LLC
Sacramento, California

TRUSTEE
U.S. Bank National Association
San Francisco, California

OFFICIAL STATEMENT

**$_____*
CERTIFICATES OF PARTICIPATION
(2008 Refinancing Project, Series B)
Evidencing the Direct, Undivided Fractional Interests
of the Owners Thereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
As the Rental for Certain Property Pursuant to a Lease Agreement with the
Public Property Financing Corporation of California**

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and a guide to, and is qualified by, the more complete information contained in this Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and the documents summarized or described herein. The offering of Certificates to potential investors is made only by means of the entire Official Statement.

This Official Statement, which includes the cover page and appendices hereto, provides certain information with respect to the sale of $_____* aggregate principal amount of Certificates of Participation (2008 Refinancing Project, Series B) (the "Certificates"), representing the direct, undivided fractional interests of the registered owners thereof (the "Owners") in Lease Payments (as defined below) to be made by the Western Placer Unified School District (the "District") as the rental for certain improvements and the sites thereof, as described more fully herein (the "Property"), to be leased by the District pursuant to a Lease Agreement, dated as of September 1, 2008 (the "Lease Agreement"), by and between the Public Property Financing Corporation of California (the "Corporation"), a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California (the "State") and the District. The District will lease the Property to the Corporation pursuant to a Site and Facility Lease, dated as of September 1, 2008 (the "Site and Facility Lease"), between the District and the Corporation, for leaseback pursuant to the Lease Agreement.

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2008 (the "Trust Agreement"), by and among the Corporation, the District and U.S. Bank National Association, San Francisco, California, as trustee (the "Trustee"). Pursuant to an Assignment Agreement, dated as of September 1, 2008 (the "Assignment Agreement"), the Corporation will assign to the Trustee, for the benefit of the Owners, substantially all of the Corporation's rights under the Lease Agreement, including its right to receive and collect Lease Payments and prepayments from the District under the Lease Agreement and the Corporation's rights as may be necessary to enforce payment of Lease Payments.

Capitalized terms appearing herein and not otherwise defined have the respective meanings assigned to those terms in APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—DEFINITIONS" attached hereto.

Purpose of the Certificates

The Certificates are being executed and delivered to provide funds, together with other available moneys, to (a) refinance the acquisition, construction, installation, modernization and

*Preliminary, subject to change.

equipping of improvements to various District facilities and to provide for the refunding of the outstanding Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A (the "2004 Certificates"); (b) purchase a reserve fund surety bond in lieu of cash funding a reserve fund for the Certificates, and (c) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates.

Security and Sources of Payment for the Certificates

The District is required to pay to the Trustee specified Lease Payments for the use and occupancy of the Property which amounts are equal to the principal and interest represented by the Certificates. See "SOURCES OF PAYMENT FOR THE CERTIFICATES—Lease Payments." The District has covenanted under the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and make the necessary annual appropriations therefor, subject to abatement. Lease Payments are subject to abatement during any period during which, by reason of material damage, destruction or condemnation of the Property or any portion thereof, there is substantial interference with the District's use of the Property. APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT."

THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTE A DEBT OF THE DISTRICT, THE CORPORATION OR THE STATE OR ANY POLITICAL SUBDIVISIONS THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

For a more complete description of the sources of payment for the Certificates, see "SOURCE OF PAYMENT FOR THE CERTIFICATES" herein.

Financial Guaranty Insurance

Payment of the principal and interest with respect to the Certificates when due will be guaranteed under a financial guaranty insurance policy (the "Financial Guaranty Insurance Policy") to be issued by Assured Guaranty Corp. (the "Financial Guaranty Insurer") simultaneously with the delivery of the Certificates. See "FINANCIAL GUARANTY INSURANCE" herein. In addition, the Financial Guaranty Insurer has made a commitment to issue a financial guaranty insurance policy for the Reserve Fund with respect to the Certificates (the "Reserve Fund Insurance Policy") in an amount equal to the Reserve Requirement. See "SOURCES OF PAYMENT FOR THE CERTIFICATES—Reserve Fund " herein.

Registration

The Certificates will be delivered in fully registered form only, without coupons, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Certificates (the "Beneficial Owners") in the denominations set forth on the cover page hereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See "THE CERTIFICATES—Book-Entry-Only System." In the event that the book-

entry-only system described below is no longer used with respect to the Certificates, the Certificates will be registered in accordance with the Trust Agreement described herein. See "THE CERTIFICATES—Registration, Transfer and Exchange of Certificates."

Denominations

The Certificates will be in the form of fully registered certificates in the denominations or maturity values of $5,000 or any integral multiple thereof.

Payment

Each Certificate will be dated as of its date of delivery, and payments of interest with respect thereto will be made semiannually on each February 1 and August 1 (each, an "Interest Payment Date"), commencing February 1, 2009.

Interest with respect to the Certificates will be payable from the Interest Payment Date next preceding the date of execution of such Certificate, (a) unless it is executed following the close of business of the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a business day (a "Record Date") and on or before the next succeeding Interest Payment Date, in which event interest represented thereby will be payable from such Interest Payment Date, or (b) unless it is executed on or before the first Record Date, in which event interest represented thereby will be payable from their date of delivery; provided, however, that if, as of the date of any Certificate, interest represented by such Certificate is in default, interest represented thereby will be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to such Certificate.

The principal represented by the Certificates will be payable on August 1 as specified on the cover of this Official Statement.

Redemption

The Certificates are subject to special, extraordinary optional and special redemption. See "THE CERTIFICATES—Redemption" herein.

Tax Matters

In the opinion of Quint &Thimmig LLP, San Francisco, California, Special Counsel, under existing law, subject to the District's compliance with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and under Section 55 of the Code is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations under the Code but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

For a more complete discussion of the opinion of Special Counsel and certain other tax consequences incident to the ownership of the Certificates, including certain exceptions to the tax treatment of interest, see "TAX MATTERS."

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Authority for Delivery

The Certificates are being delivered pursuant to the Trust Agreement, which was approved by the District pursuant to a resolution adopted by the Governing Board of the District on August 5, 2008, and by the Corporation pursuant to a resolution adopted by the Board of Directors of the Corporation on _____, 2008.

Continuing Disclosure

The District will covenant in a continuing disclosure certificate (the "Continuing Disclosure Certificate") to provide, or cause to be provided, to each nationally recognized municipal securities information repository and any public or private repository or entity designated by the State as a state repository and any public or private repository for purposes of Rule 15c2–12(b)(5) adopted by the Securities and Exchange Commission (the "Rule") certain annual financial information and operating data of the type set forth herein including, but not limited to, its audited financial statements and, in a timely manner, notice of certain material events. See "LEGAL MATTERS—Continuing Disclosure" and APPENDIX D—"FORM OF CONTINUING DISCLOSURE CERTIFICATE" for a description of the specific nature of the annual report and notices of material events and a summary description of the terms of the Continuing Disclosure Certificate pursuant to which such reports and notices are to be made.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has not entered into any contractual commitment to provide information on a continuing basis to investors or any other party, except to the extent such information is required to be provided pursuant to the District's contracts with nationally recognized statistical ratings organizations, and the District makes, and has made, no representation or warranty that it will do so.

Brief descriptions of the Certificates, the security for the Certificates and the District are included in this Official Statement together with summaries of certain provisions of the Certificates, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Site and Facility Lease, and certain other documents. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Site and Facility Lease, and other documents are qualified in their entirety by reference to such documents, and references herein to the Certificates are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of which are available for inspection at the office of the Superintendent, Western Placer Unified School District, 600 Sixth Street, 4th Floor, Lincoln, CA 95648, telephone (916) 645-6350.

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ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the Certificates are as follows:

SOURCES OF FUNDS	
Principal Amount of Certificates	
Less: Net Original Issue Discount	
Less: Underwriter's Discount	
Total Proceeds	
Plus: Released 2004 Certificate Moneys	
Total Sources of Funds	
USES OF FUNDS	
Redemption of 2004 Certificates (1)	
Deposit to Delivery Costs Fund (2)	
Total Uses of Funds	

(1) Represents amounts required to provide for the refunding of the 2004 Certificates. See "REFUNDING PLAN."
(2) Delivery costs are expenses of the District associated with selling the Certificates to be deposited in the Delivery Costs Fund and include costs of printing, fees of Bond Counsel, Disclosure Counsel, the Financial Advisor, the Escrow Bank and the Trustee, the premium for the Financial Guaranty Insurance Policy, the premium for the Reserve Fund Insurance Policy and other miscellaneous costs of the transaction.

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SCHEDULE OF CERTIFICATE PAYMENTS

The following table shows the annual debt service due with respect to the Certificates.

Year Ending August 1	Principal or Sinking Fund Installment	Interest	Total
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
Totals			

REFUNDING PLAN

A portion of the proceeds of the Certificates, together with moneys released from the trust agreement relating to the 2004 Certificates, will be deposited in an escrow fund (the "Escrow Fund") held in trust by U.S. Bank National Association, as escrow bank (the "Escrow Bank"), under an escrow deposit and trust agreement with the District. A portion of the amounts deposited in the Escrow Fund will be invested in direct obligations of the United States (the "Federal Securities") in an amount sufficient to provide for the payment of interest

with respect to the 2004 Certificates on August 1, 2008, and to provide for the redemption of the 2004 Certificates in full on September 26, 2008, at the redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest.

Upon the delivery of the Certificates and the deposit in the Escrow Fund of moneys sufficient to provide for the refunding of the 2004 Certificates, the 2004 Certificates will be deemed defeased and no longer outstanding. The holders of the 2004 Certificates will be entitled to payment solely out of the moneys or securities deposited in the Escrow Fund.

THE PROPERTY

Pursuant to the Site and Facility Lease, the District will lease the Property to the Corporation. Pursuant to the Lease Agreement, the Corporation will, in turn, lease the Property back to the District. See APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—SITE AND FACILITY LEASE" and "—LEASE AGREEMENT."

The Property consists of the following District school, together with the site thereof:

Lincoln High School is located at 790 J Street, Lincoln, California. The school was initially constructed in 1948 with additional facilities constructed in 1949, 1952, 1961 1967 and 1998. The campus includes 22 buildings with 114,337 square feet of permanent buildings and 1,968 square feet of permanent portable owned buildings. The District office, consisting of 8,672 square feet of relocatable buildings, and the Phoenix/Adult School, consisting of 8,672 square feet of relocatable buildings, are also located on the Lincoln High School campus.

THE CERTIFICATES

General Provisions

The Certificates will be dated as of their date of delivery and will be payable as to interest from such date, semiannually on each February 1 and August 1, commencing February 1, 2009 (each an "Interest Payment Date"). Interest with respect to the Certificates will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Certificates will be delivered in denominations of $5,000 or any integral multiple thereof. The Certificates will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Certificates. Payments of principal, premium, if any, and interest with respect to the Certificates will be paid by the Trustee to DTC which is obligated in turn to remit such principal, premium, if any, and interest with respect to the Certificates to its DTC Participants for subsequent disbursement to the Beneficial Owners of the Certificates. See "DTC and the Book-Entry System" below and APPENDIX E—"BOOK-ENTRY SYSTEM" attached hereto.

Interest with respect to the Certificates is required to be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto is required to be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date (i.e., close of business on the fifteenth day of the month preceding each Interest Payment Date) and before the following Interest Payment Date, in which event interest with respect thereto is required to be payable from such Interest Payment Date; or (iii) it is executed on or before January 15, 2009, in which event interest with respect thereto is required to be payable from the date of delivery of the Certificates; provided, however, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such

6.2.150

Certificate is required to be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest is required to be paid by check mailed to the Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than 10 days prior to such special record date.

Trustee

U.S. Bank National Association, San Francisco, California, will act as the Trustee. As long as DTC's book-entry method is used for the Certificates, the Trustee will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Certificates called for redemption or of any other action premised on such notice.

The Trustee, the District, the Corporation and the Underwriter of the Certificates have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Certificates.

So long as the outstanding Certificates are registered in the name of Cede & Co. or its registered assigns, the Trustee and the District shall cooperate with Cede & Co., as sole registered owner, or its registered assigns in effecting payment of the principal and interest with respect to the Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Payment

Interest represented by each Certificate will be paid on each Interest Payment Date by check of the Trustee mailed on such Interest Payment Date by first class mail, postage prepaid, to the person appearing on the Registration Books as the Owner thereof as of the close of business on the preceding Record Date, at such Owner's address as it appears on the Registration Books; provided, however, that at the written request of the Owner of the Certificates in an aggregate principal amount of at least $1,000,000, which written request is on file with the Trustee as of any Record Date, interest represented by such Certificates shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account within the United States of America as shall be specified in such written request.

The principal and redemption price represented by any Certificate at maturity or upon prior redemption shall be payable in lawful money of the United States of America upon presentation and surrender of such Certificate at the Office of the Trustee.

Redemption

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the District, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

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Optional Redemption. The Certificates maturing on or before August 1, 2018, are not subject to optional redemption prior to maturity. The Certificates maturing on and after August 1, 2019, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the District (or, if the District shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, on or after August 1, 2018, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the District pursuant to the Lease Agreement.

Mandatory Redemption. The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

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†Maturity.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (August 1)	Principal Amount of Certificates to be Redeemed

---

†Maturity.

The Certificates maturing on August 1, ____, are subject to mandatory redemption in part on August 1 in each year on and after August 1, ____, to and including August 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

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Year (August 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee prepays Certificates maturing on August 1, ____, August 1, ____, or August 1, ____, in part but not in whole as described in the paragraphs above entitled "Extraordinary Redemption" and "Optional Redemption," the amount of Certificates to be redeemed in each subsequent year pursuant to this Mandatory Redemption discussion will be reduced to correspond to the principal components of the Lease Payments remaining unpaid following such redemption as determined in the Lease Agreement.

Selection of Certificates for Redemption

Whenever provision is made in the Trust Agreement for the redemption of Certificates and less than all outstanding Certificates are to be redeemed the Trustee will select Certificates for redemption from outstanding Certificates not previously called for redemption in such order of maturity as will be designated by the District (and, in lieu of such designation, pro rata among maturities and by lot within a maturity. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions, and any such portion may be separately redeemed. The Trustee shall promptly notify the District and the Corporation in writing of the Certificates or portions thereof so selected for redemption.

Notice of Redemption

The Trustee shall give notice of the redemption of the Certificates on behalf and at the expense of the District. Such notice shall state the redemption date and redemption price and, if less than all of the then outstanding Certificates are to be called for redemption, shall designate the numbers of the Certificates to be redeemed by giving the individual number of each Certificate or by stating that all Certificates between two stated numbers, both inclusive, have been called for redemption, and shall require that such Certificates be surrendered on the redemption date at the Office of the Trustee for redemption at said redemption price, giving notice also that further interest represented by the Certificates will not accrue after the redemption date. Such notice shall further state that on the redemption date there shall become due and payable, the principal and premium, if any, represented by each Certificate together with accrued interest represented thereby to said date, and that from and after such date interest represented thereby shall cease to accrue and be payable.

Notice of such redemption shall be mailed by first class mail with postage redeemed, to one or more of the Information Services (as defined in the Trust Agreement) and to the owners of the Certificates designated for redemption at their respective addresses appearing on the Registration Books, at least 30 days but not more than 60 days prior to the redemption date. In addition, notice of redemption shall be given by telecopy or certified, registered or overnight mail to each of the Securities Depositories (as defined in the Trust Agreement) at least 2 days prior to such mailing to the Certificate owners. Such notice shall, in addition to setting forth the above information, set forth, in the case of each Certificate called only in part, the portion of the

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principal represented thereby which is to be redeemed; provided, however, that neither failure to receive such notice so mailed nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for redemption.

If, on said date of redemption, moneys for the redemption of all the Certificates to be redeemed, together with interest to said date of redemption, shall be held by the Trustee so as to be available therefor on such date of redemption, then, from and after said date of redemption, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the redemption of Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed, and shall be held by the Trustee in cash uninvested.

All Certificates paid at maturity or redeemed prior to maturity pursuant to the Trust Agreement shall be canceled upon surrender thereof and destroyed.

Partial Redemption of the Certificates

Upon surrender of any Certificate redeemed in part only, the Trustee shall execute, authenticate and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Defeasance

If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and redemption premiums (if any) represented by such Outstanding Certificates, as and when the same become due and payable; or

(b) by depositing with the Trustee or any other fiduciary, under an escrow deposit and trust agreement, security for the payment of Lease Payments relating to such Certificates as more particularly described in the Lease Agreement, said security to be held by the Trustee on behalf of the District to be applied by the Trustee or by such other fiduciary to pay or prepay such Lease Payments as the same become due, pursuant to the Lease Agreement;

and if such Certificates are to be redeemed prior to the maturity thereof notice of such redemption shall have been mailed pursuant to the Trust Agreement or provision satisfactory to the Trustee shall have been made for the mailing of such notice, then, notwithstanding that such Certificates shall not have been surrendered for payment, all rights hereunder of the Owners of such Certificates and all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligations of the Trustee under the Trust Agreement, and the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the district from funds deposited pursuant to paragraph (b) above, to the Owners of such Certificates not so surrendered and paid all sums represented thereby when due and in the event of deposits pursuant to paragraph (b), such Certificates shall continue to represent direct. Undivided fractional interests of the Owners, thereof in the Lease Payments.

Any funds held by the Trustee, at the time of discharge of the obligations represented by all Outstanding Certificates as a result of one of the events described in paragraphs (a) or (b)

above, which are not required for the payment to be made to Owners, shall, upon payment in full of all fees and expenses of the Trustee (including attorneys' fees) then due, be paid over to the District.

Registration, Transfer and Exchange of Certificates

In the event that the book-entry system as described above is no longer used with respect to the Certificates, the following provisions will govern the registration, transfer, and exchange of the Certificates.

The Trustee shall keep or cause to be kept sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the District and the Corporation during regular business hours and upon prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as provided in the Trust Agreement.

The registration of any Certificates may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Certificate for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates representing the same maturity, interest rate and aggregate principal amount, if any authorized denominations.

Certificates may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Certificates representing other authorized denominations of the same interest rate and maturity. The District shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee may refuse to transfer or exchange either (i) any Certificate during the period established by the Trustee for the selection of Certificates for redemption, or (ii) the portion of any Certificate which the Trustee has selected for redemption pursuant to the provisions of the Trust Agreement.

Mutilated, Lost, Destroyed, or Stolen Certificates

In the event that the book-entry system as described above is no longer used with respect to the Certificates, the following provisions will apply to mutilated, lost, destroyed or stolen Certificates.

If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity in replacement for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed by the Trustee, who shall upon request deliver a certificate of destruction to the District. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft must be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and the District and, if an indemnity satisfactory to the Trustee and the District shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity and numbered as

the Trustee shall determine in lieu of and in replacement for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each replacement Certificate delivered and of the expenses which may be incurred by the Trustee in carrying out the duties under the Trust Agreement. Any Certificate issued in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally entitled to the benefits of the Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of the Trust Agreement, in lieu of delivering a replacement for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trustee and the District.

SOURCES OF PAYMENT FOR THE CERTIFICATES

General

Each Certificate represents a direct, fractional, undivided interest in the Lease Payments to be made by the District under the Lease Agreement. The Corporation, pursuant to the Assignment Agreement, will assign substantially all of its rights under the Lease Agreement, including its right to receive Lease Payments from the District as well as its right to enforce the Lease Agreement, to the Trustee for the benefit of the Owners. The Lease Payments are equal to the annual principal and interest represented by the Certificates. The Lease Payments will be paid from the District's general fund and other legally available moneys.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease Agreement constitute a debt of the District or the State or any political subdivisions thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation.

Lease Payments

Subject to the provisions of the Lease Agreement regarding abatement in the event of loss of use of any item or portion of the Property and regarding redemption of Lease Payments, the District agrees to pay to the Corporation the Lease Payments (denominated into components of principal and interest) for the Property to be due and payable in immediately available funds on the Interest Payment Dates immediately following the Lease Payment Dates (such Lease Payment Date being the 15th calendar day of the month immediately preceding such Interest Payment Dates), and to be deposited by the District with the Trustee on each of the Lease Payment Dates. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the redemption of the Lease Payments in part but not in whole pursuant to the Lease Agreement and other than amounts required for payment of past due principal or interest represented by any Certificates not presented for payment) shall be credited towards the Lease Payment then required to be paid hereunder; and no Lease Payment need be deposited with the Trustee on any Lease Payment Date then required to be deposited with the Trustee. The Lease Payments payable in any Fiscal Year shall be for the use of the Property during such Fiscal Year. See "LEASE PAYMENTS" herein.

Lease Payments shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by the District with respect to any item or portion of the Property. See "RISK FACTORS—Abatement" herein.

Covenant to Budget

The District has covenanted in the Lease Agreement to take such action as may be necessary to include all Lease Payments and Additional Payments coming due in each of its annual budgets during the term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and Additional payments. Annually, the District will furnish to the Trustee a certificate stating that the Lease Payments have been included in the final budget of the District for the current Fiscal Year, such certificate to be filed within 30 days after the adoption of such budget and in any event no later than September 1 in the calendar year in which the District adopts such budget. Such covenants on the part of the District shall be deemed to be and shall be construed to be duties imposed by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in the Lease Agreement agreed to be carried out and performed by the District.

Reserve Fund

Pursuant to the Trust Agreement, a Reserve Fund is required to be funded in the amount of the "Reserve Requirement." Moneys in the Reserve Fund shall be held in trust as a reserve for the payment when due of the Lease Payments on behalf of the District. "Reserve Requirement" means, as of the Closing Date, an amount equal to the lesser of (a) 10% of the principal amount of the Certificates, or (b) the maximum amount of Lease Payments coming due in the current or any future Fiscal Year, or (c) 125% of average annual Lease Payments. The Reserve Requirement as of the date of delivery of the Certificates is $_____. The Reserve Fund is initially being funded with the Reserve Fund Insurance Policy, as described below.

At any time, moneys on deposit in the Reserve Fund may be substituted by the District with a letter of credit, surety bond, bond insurance policy or other form of guaranty from a financial institution, the long-term, unsecured obligations of which are rated in the highest rating category by Moody's and S&P, in an amount equal to the Reserve Requirement, upon presentation to the Trustee of such letter of credit, surety bond, bond insurance policy or other form of guaranty from a financial institution, with evidence from the District that such letter of credit, surety bond, bond insurance policy or other form of guaranty from a financial institution rated in the highest rating category by Moody's and S&P. Upon such substitution, the Trustee shall transfer amounts on deposit in the Reserve Fund to the District in an amount equal to the maximum limits or principal amount, as applicable, of such letter of credit, surety bond, bond insurance policy or other form of guarantee which shall be segregated by the District and applied solely to the funding of capital projects.

The Financial Guaranty Insurer has made a commitment to issue the Reserve Fund Insurance Policy, effective as of the date of delivery of the Certificates. Under the terms of the Reserve Fund Insurance Policy, the Financial Guaranty Insurer will unconditionally and irrevocably guarantee to pay that portion of the scheduled principal and interest with respect to the Certificates that becomes due for payment but shall be unpaid by reason of nonpayment by the District (the "Insured Payments").

The Financial Guaranty Insurer will pay each portion of an Insured Payment that is due for payment and unpaid by reason of nonpayment by the District to the Trustee, as beneficiary

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of the Reserve Fund Insurance Policy on behalf of the holders of the Certificates on the later to occur of (i) the date such scheduled principal or interest becomes due for payment or (ii) the business day next following the day on which the Financial Guaranty Insurer receives a demand for payment therefor in accordance with the terms of the Reserve Fund Insurance Policy.

No payment will be made under the Reserve Fund Insurance Policy in excess of $_____ (the "Reserve Fund Insurance Policy Limit"). Pursuant to the terms of the Reserve Fund Insurance Policy, the amount available at any particular time to be paid to the Trustee or Paying Agent shall automatically be reduced to the extent of any payment made by the Financial Guaranty Insurer under the Reserve Fund Insurance Policy, provided, that, to the extent of the reimbursement of such payment to the Financial Guaranty Insurer, the amount available under the Reserve Fund Insurance Policy shall be reinstated in full or in part, in an amount not to exceed the Reserve Fund Insurance Policy Limit.

The Reserve Fund Insurance Policy does not insure against nonpayment caused by the insolvency or negligence of the Trustee.

The Reserve Fund Insurance Policy is not covered by any insurance or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Insurance

The Lease Agreement requires the District to continue to maintain or cause to be maintained the following insurance against risk of physical damage to the Property and other risks for the protection of the Certificate Owners, the Corporation, and the Trustee:

(i) *Public Liability and Property Damage Insurance.* The District shall maintain or cause to be maintained throughout the term of the Lease Agreement, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the District, a standard comprehensive general insurance policy or policies in protection of the Corporation, District, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damages occasioned by reason of the operation of the Property. Such policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event (subject to a deductible of not to exceed $250,000), and in a minimum amount of $150,000 (subject to a deductible of not to exceed $50,000) for damage to property resulting from each accident or event. Such insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks, subject to a deductible of not to exceed $250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of self-insurance by the District, subject to the Lease Agreement, or in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The Net Proceeds of such liability insurance shall be applied by the District toward extinguishment or satisfaction of the liability with respect to which paid.

(ii) *Fire and Extended Coverage Insurance.* The District shall procure and maintain, or cause to be procured and maintained, throughout the term of the Lease Agreement, insurance against loss or damage to the Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Such insurance shall, as

nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an aggregate amount at least equal to the lesser of: (a) 100% of the replacement value of the facilities; or (b) 100% of the aggregate principal amount of the Outstanding Certificates. All policies of such insurance shall be subject to deductible clauses of not to exceed $100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of self-insurance by the District, subject to the provisions of the Lease Agreement, or in the form of participation by the District in a joint powers authority or other program providing pooled insurance.

(iii) *Rental Interruption Insurance.* The District shall procure and maintain, or cause to be procured and maintained, throughout the term of the Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property as a result of any of the hazards covered by casualty insurance, in an amount at least equal to two times the Reserve Requirement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Lease Payment Fund, and shall be credited towards the payment of the Lease Payments as the same become due and payable.

(iv) *Title Insurance.* The District shall, at its expense, (a) cause the Site and Facility Lease, the Lease Agreement or a memorandum thereof in form and substance approved by Special Counsel, and the Assignment Agreement to be recorded in the office of the Placer County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the District's leasehold estate thereunder in the Property, subject only to Permitted Encumbrances, in an amount at least equal to the aggregate principal amount of the Certificates. All Net Proceeds received under any such title insurance policy shall be deposited with the Trustee in the Lease Payment Fund and shall be credited towards the redemption of the remaining Lease Payments pursuant to the Lease Agreement.

In the event that any insurance required pursuant to the Lease Agreement shall be provided in the form of self-insurance, the District shall file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the District or an independent insurance adviser engaged by the District identifying the extent of such self-insurance and stating the determination that the District maintains sufficient reserves with respect thereto. In the event that any such insurance shall be provided in the form of self-insurance by the District, the District shall not be obligated to make any payment with respect to any insured event except from such reserves.

Action on Default

Whenever any event of default referred to in the Lease Agreement has happened and is continuing, the Corporation may exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything in the Lease Agreement or in the Trust Agreement to the contrary, there will be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. The Corporation will have the right upon a default by the District to terminate the Lease Agreement, re-enter such component of the Property, eject the District from such component of the Property or to re-let such component of the Property for the account of the District, and the Corporation waives any such rights that it

might have, including any right pursuant to Section 1951.2 or 1952.3 of the California Civil Code. See "THE PROPERTY." The Corporation's rights under the Lease Agreement upon such default by the District shall be (so long as the Corporation does not terminate the Lease Agreement or the District's right to possession of such component of the Property) to enforce all of its rights and remedies under the Lease Agreement, including the right to recover Lease Payments as they become due under the Lease Agreement pursuant to Section 1951.4 of the California Civil Code, by pursing any legal remedy available.

For further information concerning certain risks associated with the exercise of remedies under the Lease Agreement, see "RISK FACTORS—Limited Recourse on Default" and APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT."

Abatement

The obligation of the District to pay Lease Payments will be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation with respect to any item or portion of the Property there is substantial interference with the District's use and possession of such item or portion of the Property.

If the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the term of the Lease Agreement shall cease with respect thereto as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if the Property shall be taken temporarily, under the power of eminent domain, (a) the Lease Agreement shall continue in full force and effect with respect thereto and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there shall be a partial abatement of Lease Payments allocated thereto, in an amount to be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Property. Notwithstanding the foregoing, there shall be no abatement of Lease Payments to the extent that amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under the Lease Agreement, it being declared pursuant to the Lease Agreement that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

The amount of Lease Payments shall be abated during any period in which by reason of damage or destruction (other than by eminent domain as described above) there is substantial interference with the use and occupancy by the District of the Property or any portion thereof. The parties agree that the amount of Lease Payments under such circumstances shall not be less than the amount of the Lease Payments required to pay principal and interest with respect to the Certificates, as scheduled, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed (giving due consideration to the estimated fair market value of the Property, other obligations of the parties under the Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public), based on the opinion of an MAI appraiser with expertise in valuing such properties or other appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value.

Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, the Lease Agreement shall continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments to the extent that the proceeds of hazard insurance, rental interruption

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insurance or amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under the Lease Agreement, it being declared pursuant to the Lease Agreement that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

Additional Payments

In addition to the Lease Payments, the District shall pay when due all costs and expenses incurred by the Corporation to comply with the provisions of the Trust Agreement, including without limitation all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), annual compensation due to the Trustee, all of its reasonable costs payable as a result of the performance of and compliance with its duties under the Trust Agreement and all other amounts due to the Trustee pursuant to the Trust Agreement, and all costs and expenses of attorneys, auditors, engineers and accountants. Such costs and expenses shall be payable as additional amounts of rental pursuant to the Lease Agreement in consideration of the right of the District to the use and occupancy of the Property.

FINANCIAL GUARANTY INSURANCE

The Financial Guaranty Insurer has supplied the following information for inclusion in this Official Statement. This information is not complete and reference is made to APPENDIX F—"SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY" for a specimen of the Financial Guaranty Insurance Policy.

The Financial Guaranty Insurance Policy

The Financial Guaranty Insurer has made a commitment to issue the Financial Guaranty Insurance Policy relating to the Certificates, effective as of the date of delivery of the Certificates. Under the terms of the Financial Guaranty Insurance Policy, the Financial Guaranty Insurer will unconditionally and irrevocably guarantee to pay that portion of principal and interest with respect to the Certificates that becomes Due for Payment but shall be unpaid by reason of Nonpayment (the "Insured Payments"). Insured Payments shall not include any additional amounts owing by the Issuer (as defined in Financial Guaranty Insurance Policy) solely as a result of the failure by the Trustee to pay such amount when due and payable, including without limitation any such additional amounts as may be attributable to penalties or to interest accruing at a default rate, to amounts payable in respect of indemnification, or to any other additional amounts payable by the Trustee by reason of such failure. The Financial Guaranty Insurance Policy is non-cancelable for any reason, including without limitation the non-payment of premium.

"Due for Payment" means, when referring to the principal with respect to the Certificates, the stated maturity date thereof, or the date on which such Certificates shall have been duly called for mandatory sinking fund redemption, and does not refer to any earlier date on which payment is due by reason of a call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless the Financial Guaranty Insurer in its sole discretion elects to make any principal payment, in whole or in part, on such earlier date) and, when referring to interest with respect to such Certificates, means the stated dates for payment of interest.

"Nonpayment" means the failure of the Issuer to have provided sufficient funds to the Trustee for payment in full of all principal and interest Due for Payment with respect to the Certificates. It is further understood that the term Nonpayment in respect of a Certificate also includes any amount previously distributed to the Holder (as such term is defined in the

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Financial Guaranty Insurance Policy) of such Certificate in respect of any Insured Payment by or on behalf of the Issuer, which amount has been recovered from such Holder pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction that such payment constitutes an avoidable preference with respect to such Holder. Nonpayment does not include nonpayment of principal or interest caused by the failure of the Trustee to pay such amount when due and payable.

The Financial Guaranty Insurer will pay each portion of an Insured Payment that is Due for Payment and unpaid by reason of Nonpayment, on the later to occur of (i) the date such principal or interest becomes Due for Payment, or (ii) the business day next following the day on which the Financial Guaranty Insurer shall have received a completed notice of Nonpayment therefor in accordance with the terms of the Financial Guaranty Insurance Policy.

The Financial Guaranty Insurer shall be fully subrogated to the rights of the Holders of the Certificates to receive payments in respect of the Insured Payments to the extent of any payment by the Financial Guaranty Insurer under the Financial Guaranty Insurance Policy.

The Financial Guaranty Insurance Policy is not covered by any insurance or guaranty fund established under New York, California, Connecticut or Florida insurance law.

The Financial Guaranty Insurer

The Financial Guaranty Insurer is a Maryland-domiciled insurance company regulated by the Maryland Insurance Administration and licensed to conduct financial guaranty insurance business in all fifty states of the United States, the District of Columbia and Puerto Rico. The Financial Guaranty Insurer commenced operations in 1988. The Financial Guaranty Insurer is a wholly owned, indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO." AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, structured finance and mortgage markets. Neither AGL nor any of its shareholders is obligated to pay any debts of the Financial Guaranty Insurer or any claims under any insurance policy issued by the Financial Guaranty Insurer.

The Financial Guaranty Insurer is subject to insurance laws and regulations in Maryland and in New York (and in other jurisdictions in which it is licensed) that, among other things, (i) limit the Financial Guaranty Insurer's business to financial guaranty insurance and related lines, (ii) prescribe minimum solvency requirements, including capital and surplus requirements, (iii) limit classes and concentrations of investments, (iv) regulate the amount of both the aggregate and individual risks that may be insured, (v) limit the payment of dividends by the Financial Guaranty Insurer, (vi) require the maintenance of contingency reserves, and (vii) govern changes in control and transactions among affiliates. Certain state laws to which the Financial Guaranty Insurer is subject also require the approval of policy rates and forms.

The Financial Guaranty Insurer's financial strength is rated "AAA" by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P"), "AAA" by Fitch, Inc. ("Fitch") and "Aaa" by Moody's Investors Service, Inc. ("Moody's"). Each rating of the Financial Guaranty Insurer should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies. Any downward revision or withdrawal of any of the above ratings may have an adverse effect on the market price of any security guaranteed by the Financial Guaranty Insurer. The Financial Guaranty Insurer does not guaranty the market

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price of the securities it guarantees, nor does it guaranty that the ratings on such securities will not be revised or withdrawn.

Capitalization of the Financial Guaranty Insurer

As of March 31, 2008, the Financial Guaranty Insurer had total admitted assets of $1,518,398,730 (unaudited), total liabilities of $1,138,285,708 (unaudited), total surplus of $380,113,022 (unaudited) and total statutory capital (surplus plus contingency reserves) of $1,001,533,924 (unaudited) determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities. As of December 31, 2007, the Financial Guaranty Insurer had total admitted assets of $1,361,538,502 (audited), total liabilities of $961,967,238 (audited), total surplus of $399,571,264 (audited) and total statutory capital (surplus plus contingency reserves) of $982,045,695 (audited) determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities. The Maryland Insurance Administration recognizes only statutory accounting practices for determining and reporting the financial condition and results of operations of an insurance company, for determining its solvency under the Maryland Insurance Code, and for determining whether its financial condition warrants the payment of a dividend to its stockholders. No consideration is given by the Maryland Insurance Administration to financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP") in making such determinations.

Incorporation of Certain Documents by Reference

The portions of the following documents relating to the Financial Guaranty Insurer are hereby incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- The Annual Report on Form 10-K of AGL for the fiscal year ended December 31, 2007 (which was filed by AGL with the Securities and Exchange Commission (the "SEC") on February 29, 2008);
- The Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2008 (which was filed by AGL with the SEC on May 9, 2008); and
- The Current Reports on Form 8-K filed by AGL with the SEC, as they relate to the Financial Guaranty Insurer.

All consolidated financial statements of the Financial Guaranty Insurer and all other information relating to the Financial Guaranty Insurer included in documents filed by AGL with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date of this Official Statement and prior to the termination of the offering of the 2008 Certificates shall be deemed to be incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such consolidated financial statements.

Any statement contained in a document incorporated herein by reference or contained herein under the heading "FINANCIAL GUARANTY INSURANCE—The Financial Guaranty Insurer" shall be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any subsequently filed document which is incorporated by reference herein also modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement.

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Copies of the consolidated financial statements of the Financial Guaranty Insurer incorporated by reference herein and of the statutory financial statements filed by the Financial Guaranty Insurer with the Maryland Insurance Administration are available upon request by contacting the Financial Guaranty Insurer at 1325 Avenue of the Americas, New York, New York 10019 or by calling the Financial Guaranty Insurer at (212) 974-0100. In addition, the information regarding the Financial Guaranty Insurer that is incorporated by reference in this Official Statement that has been filed by AGL with the SEC is available to the public over the Internet at the SEC's web site at http://www.sec.gov and at AGL's web site at http://www.assuredguaranty.com, from the SEC's Public Reference Room at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and at the office of the New York Stock Exchange at 20 Broad Street, New York, New York 10005.

The Financial Guaranty Insurer makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, the Financial Guaranty Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Financial Guaranty Insurer supplied by the Financial Guaranty Insurer and presented under the heading "FINANCIAL GUARANTY INSURANCE."

PLACER COUNTY INVESTMENT POOL

This section provides a general description of the Placer County's (the "County") investment policy, current portfolio holdings, and valuation procedures. The information has been adapted from material prepared by the County for inclusion in this Official Statement. The District makes no representation as to the accuracy or completeness of such information. Further information may be obtained from the office of the Treasurer-Tax Collector of the County, 2976 Richardson Drive, 2nd Floor, Auburn, CA 95603.

Funds held by the County in the Investment Pool (the "County Pool") are invested in accordance with the County's Statement of Investment Policy prepared by the County Treasurer-Tax Collector (the "Treasurer") as authorized by section 53601 of the Government Code of California. The Investment Policy is submitted to the County Board of Supervisors annually. The Treasurer is in the process of preparing amendments to the County's Investment Policy for approval by County Board of Supervisors to reflect changes to State law. The Treasurer does not anticipate any major substantive changes to the Investment Policy in connection with the approval of these amendments.

The County Pool represents moneys entrusted to the Treasurer by the County and schools and special districts within the County. State law requires that all moneys of the County, school districts, and certain special districts be held by the Treasurer.

Moneys deposited in the County Pool by the participants represent an individual interest in all assets and investments in the County Pool based upon the amount deposited. All income is distributed to participants based on the average daily balance.

The Treasurer's Investment Policy allows for the purchase of a variety of securities and provides for limitations as to exposure, maturity and rating which vary with each security type. The composition of the portfolio will change over time as old investments mature, or are sold, and as new investments are made.

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Funds on deposit with the Treasurer are managed to insure preservation of capital through high quality investments, maintenance of liquidity and then yield. Further, no single investment of operating funds can exceed five years.

The book value of the Portfolio structure of the County Pool as of June 30, 2008, was as follows:

COUNTY OF PLACER
PORTFOLIO STATISTICS
As of June, 2008

	Par Value	Market Value	Book Value	% of Portfolio
U.S. Treasury Coupons				
Federal Agency Coupons				
Medium Term Notes				
Negotiable CDs				
Collateralized CDs				
Commercial Paper Disc.				
Treasury Disc.				
Municipal Bonds				
Middle Fork JPA				
Rolling Repos				
Total Investments				
Cash				
Total Cash and Investments				

The portfolio is in compliance with the County's Investment Policy. The investments in the County Pool are scheduled to mature at the times and in the amounts necessary to meet the County's expenditures and other scheduled withdrawals.

THE DISTRICT

General Information

The District, established as a school district in 1966, encompasses approximately 175 square miles and is located in the western portion of the County. The District currently operates seven elementary schools, two middle schools, one high school, one continuation high school, and one charter home school program. The current student-teacher ratio in the District is 25:1 in grade K, 20:1 in grades 1-3, 31:1 in grades 4-5, 25:1 in grades 6-8 and 28:1 in grades 9-12.

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Governing Board

The District is governed by a five member Governing Board (the "Board"), whose members are elected to four-year terms. The terms are staggered on two-year intervals to provide continuity of governance. Vacancies during terms are filled by an individual appointed by a majority of the remaining Board members or, if there is no majority, by a special election. Members appointed by a majority of the Board serve until the next scheduled election at which time the voters elect a person to serve the remaining years of the term.

Name	Position	Expiration of Term
Paul Carras	President	2008
Brian Haley	Vice President	2010
Ana Stevenson	Clerk	2010
Paul Long	Member	2008
James McLeod	Member	2010

The administrative staff of the District includes Scott Leaman, Superintendent; Teresa Ryland, CPA, Assistant Superintendent of Business Services, Bob Noyes, Assistant Superintendent of Personnel Services; Mary Boyle, Assistant Superintendent of Educational Services; and Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services.

Average Daily Attendance and Base Revenue Limit

Between fiscal years 1998-99 and 2006-07, the District's average daily attendance ("ADA") increased by approximately 61 percent. The ADA and Base Revenue Limit for these years, as well as projections for fiscal years 2007-2008 through 2009-10, are as follows:

AVERAGE DAILY ATTENDANCE
FISCAL YEAR 1998-99 THROUGH 2009-10
Western Placer Unified School District

Fiscal Year	Average Daily Attendance	Base Revenue Limit
1998-99	2,940	$3,885.62
1999-00	2,985	4,018.41
2000-01	3,169	4,458.69
2001-02	3,506	4,623.69
2002-03	3,592	4,725.69
2003-04	3,830	4,814.69
2004-05	4,209	4,949.27
2005-06	4,738	5,158.27
2006-07	5,334	5,525.19
2007-08	5,880	5,783.07
	Projected	*Projected*
2008-09	6,021	6,112.07
2009-10	6,337	6,148.19

Source: Western Placer Unified School District

Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units, which are to be represented by an exclusive bargaining agent.

The California Teacher's Association serves as the exclusive bargaining agent for the teachers of the District ("Certified Employees"). The existing employment contract between the District and its Certificated Employees expires on June 30, 2009. During the 2006-07 school year, the District employed 312 full-time Certified Employees with a total annual payroll of $19,812,242.

CERTIFIED EMPLOYEES
Western Placer Unified School District

School Year	Number of Employees
2001-02	222
2002-03	233
2003-04	244
2004-05	244
2005-06	273
2006-07	312
2007-08	341

Source: Western Placer Unified School District

The California School Employees Association is the exclusive bargaining agent for non-teaching employees ("Classified Employees"). The existing contract expires on June 30, 2009. During the 2006-07 school year, the District employed 247 Classified Employees with a total annual payroll of $6,294,958.

CLASSIFIED EMPLOYEES
Western Placer Unified School District

School Year	Number of Employees
2001-02	165
2002-03	179
2003-04	181
2004-05	192
2005-06	217
2006-07	247
2007-08	267

Source: Western Placer Unified School District

District Retirement Systems

The District participates in the State of California Teachers' Retirement System ("STRS"), which provides benefits to full-time Certificated Personnel. The District also participates in the State of California Public Employees Retirement System ("PERS"), which provides benefits to full-time Classified Personnel and part-time employees who are employed more than 1,000 hours during the year.

The District was required to contribute 8.25 percent of gross salary expenditures to STRS during the fiscal year ended June 30, 2007. The District's PERS contribution during fiscal year ended June 30, 2007, averaged 9.124 percent of gross salary expenditures.

The District's estimated retirement contributions for the fiscal year ended 2007-08 are as follows:

RETIREMENT CONTRIBUTIONS FOR FISCAL YEAR 2006-07
Western Placer Unified School District

	Number of Employees Covered	Total Employer Contributions	District's Covered Payroll	Employer Contributions as a % of Covered Payroll
STRS	310	$1,590,216	$19,275,345	8.250%
PERS	200	495,967	5,435,851	9.124

Source: Western Placer Unified School District

The District's estimated retirement contributions for the fiscal year ended 2007-08 are as follows:

RETIREMENT CONTRIBUTIONS FOR FISCAL YEAR 2007-08
Western Placer Unified School District

	Number of Employees Covered	Total Employer Contributions	District's Covered Payroll	Employer Contributions as a % of Covered Payroll
STRS	339	$1,853,459	$22,468,473	8.25%
PERS	216	591,640	6,484,437	9.00

Source: Western Placer Unified School District

Insurance Programs

The District maintains insurance with Schools Insurance Group, with such retentions and other terms providing coverage for property damage, fire and theft, general public liability and workers' compensation as the District believes are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, the District believes that the recorded liabilities for insured claims are adequate.

The following chart illustrates the multilevel coverage:

	Liability Coverage Limit Per Occurrence	School District Deductible
Schools Insurance Group	$500,000	$2,000
Genesis	$500,001-5,000,000	
SELF	$5,000,001-45,000,000	

	Rate & Personal Property Coverage Limit Per Occurrence	Deductible
School Insurance Group	$100,000	$2,000
Travelers St. Paul	$100,001-Replacement	

Worker's compensation insurance is obtained through Schools Insurance Group. The rental interruption insurance will be provided by Schools Insurance Group.

DISTRICT FINANCIAL INFORMATION

District Budget

The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("AB 1200"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. A district may be on either a dual or single budget cycle. The dual budget option requires a revised and readopted budget by September 8 that is subject to State-mandated standards and criteria. The revised budget must reflect changes in projected income and expenses subsequent to July 1. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

For both dual and single budgets submitted on July 1, the county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. The law does not provide for conditional approvals; budgets must be either approved or disapproved. No later than September 22, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget may be disapproved.

For all dual budget options and for single and dual budget option districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any

school district that will meets its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the fiscal year or subsequent two fiscal years. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

Under current law, the District Governing Board approves an adopted budget by July 1 of each fiscal year. The following table shows the District's adopted budget for Fiscal Year 2006-07 and adopted budgets for Fiscal Year 2007-08 and Fiscal Year 2008-09.

GENERAL FUND BUDGET
Fiscal Years 2006-07 and 2007-08
Western Placer Unified School District

	Adopted FY 2006-07	Actual FY 2006-07	Adopted FY 2007-08	Adopted FY 2008-09
Revenues:				
Revenue limit sources	$41,898,208	$43,152,700	$32,486,060	34,744,836
Federal sources	2,055,821	1,833,231	1,889,829	1,790,032
Other State sources	6,653,310	6,497,979	5,200,777	5,699,117
Other Local sources	3,992,018	3,856,753	3,782,008	4,203,358
Total revenues	54,599,357	55,340,663	43,358,674	46,437,343
Expenditures:				
Certificated salaries	19,577,941	19,547,198	21,646,917	23,252,718
Classified salaries	5,579,186	5,576,994	5,771,065	5,615,927
Employee benefits	7,558,079	7,506,742	8,505,159	8,487,246
Books & supplies	2,820,097	2,468,701	2,863,683	3,354,778
Contract services & operating expenditures	3,340,350	3,336,518	3,152,040	2,920,681
Other outgo	13,043,505	14,782,397	1,282,021	1,221,487
Total expenditures	53,876,874	53,378,899	43,161,266	44,852,837
Excess of revenues over expenditures	722,483	1,961,764	197,408	1,584,506
Other financing sources (uses):				
Operating transfers in	82,158	85,291	—	15,000
Operating transfers out	(442,084)	(334,698)	—	(306,082)
Total other financing sources (uses)	(359,926)	(249,407)	(383,594)	(291,082)
Net change in fund balance	362,557	1,712,357	(186,186)	1,293,424
Fund balance, beginning	1,839,458	1,839,458	3,551,815	1,117,333
Fund balance, ending	$ 2,202,015	$ 3,551,815	$ 3,335,629	2,410,757

Source: Western Placer Unified School District

Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

The District's expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Delinquent taxes not received after the fiscal year end are not recorded as revenue until received. Revenues from specific state and federally

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funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The District's accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the General Fund which accounts for all financial resources not requiring a special type of fund. The District's fiscal year begins on July 1 and ends on June 30.

Financial Statements

The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2007, and prior fiscal years are on file with the District and available for public inspection at the office of the Superintendent of the District, 600 Sixth Street, 4th Floor, Lincoln, CA, 95648, telephone number (916) 645-6350. Copies of such financial statements will be mailed to prospective investors and their representatives upon request directed to the District at such address. The District's audited financial statements for the year ended June 30, 2007, are included in Appendix B hereto.

COMPARATIVE FINANCIAL DATA—GENERAL FUND
FISCAL YEAR ENDING JUNE 30, 2005, 2006 AND 2007
Western Placer Unified School District

BALANCE SHEET

	Fiscal Year		
	2004-05	2005-06	2006-07
ASSETS			
Cash and investments:	$ 8,846,815	$10,797,955	$ 7,050,944
Accounts Receivable:	1,906,973	2,629,345	2,370,351
Prepaid expenditures	63,000	63,000	0
Due from other funds	0	337,606	786,891
Total Assets	$10,816,788	$13,827,906	$10,208,186
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 4,558,163	$ 6,828,712	$ 6,173,804
TRANS Payable	5,000,000	4,300,000	0
Deferred revenue	209,317	721,035	222,186
Due to other funds	0	138,701	260,381
Total liabilities	9,767,480	11,988,448	6,656,371
Fund balances	1,049,308	1,839,458	3,551,815
Total liabilities and fund balances	$10,816,788	$13,827,906	$10,208,186

Source: Western Placer Unified School District audited financial statements.

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COMPARATIVE FINANCIAL DATA - GENERAL FUND
FISCAL YEAR ENDING JUNE 30, 2005, 2006 AND 2007
Western Placer Unified School District

INCOME AND EXPENSE STATEMENT

	Fiscal Year		
	2004-05	2005-06	2006-07
REVENUES			
Revenue Limit Sources:			
State Apportionments	$ 8,777,409	$ 5,308,729	$ 6,388,734
Local Sources	12,522,186	19,105,773	36,763,966
Federal Sources	1,729,097	1,917,145	1,833,231
Other State Sources	3,338,205	3,964,841	6,497,979
Other Local Sources	2,188,596	2,418,973	3,856,753
Total Revenues	28,555,493	32,715,461	55,340,663
EXPENDITURES			
Certificated salaries	14,319,218	15,803,957	19,574,198
Classified salaries	4,087,413	4,572,463	5,576,994
Employee benefits	5,318,520	6,108,999	7,506,742
Books and supplies	1,428,650	1,697,373	2,468,701
Contract services and operating expenses	2,123,229	2,574,993	3,336,518
Capital outlay	22,490	0	39,119
Other outgo	1,170,358	885,263	14,782,397
Allocation of Indirect Costs	(141,269)	0	0
Debt service:	0	0	94,230
Total Expenditures	28,328,609	31,643,048	53,378,899
Excess (deficiency) of revenues over (under) expenditures	226,884	1,072,413	1,961,764
Other financing sources			
Operating transfers in	22,490	0	85,291
Operating transfers out	0	(282,263)	(334,698)
Total financing sources (uses)	22,490	(282,263)	(249,407)
Net change in fund balances	249,374	790,150	1,712,357
Fund Balance, July 1	799,934	1,049,308	1,839,458
Fund Balance, June 30	$ 1,049,308	$ 1,839,458	$ 3,551,815

Source: Western Placer Unified School District audited financial statements.

Revenue Sources

The District categorizes its general fund revenues into four sources: (1) revenue limit sources (consisting of a mix of State and local revenues), (2) federal revenues, (3) other State revenues and (4) other local revenues. Each of these revenue sources is described below.

Revenue Limit Sources. Since fiscal year 1973-74, California school districts have operated under general purpose revenue limits established by the State Legislature. In general, revenue limits are calculated for each school district by multiplying (1) the actual daily attendance for such district by (2) a base revenue limit per unit of A.D.A. The revenue limit calculations are adjusted annually in accordance with a number of factors designated primarily to provide cost

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of living increases and to equalize revenues among all California school districts of the same type.

Funding of the District's revenue limit is provided by a mix of (1) local property taxes and (2) State apportionments of basic and equalization aid. Generally, the State apportionments will amount to the difference between the District's revenue limit and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The revenue limit sources comprised approximately 73.4% of general fund revenues in 2007-08 and are estimated to equal approximately 74.8% of such revenues in 2008-09.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Drug Free Schools, Education for Economic Security, and the free and reduced lunch program. The federal revenues, most of which are restricted, comprised approximately 4.7% of general fund revenues in 2007-08 and are estimated to equal approximately 3.9% of such revenues in 2008-09.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives substantial other State revenues.

These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, School Improvement Program, Economic Impact Aid, Class Size Reduction Program, home-to-school transportation and instructional materials. Other State revenues comprised approximately 13.0% of general fund revenues in 2007-08 and are estimated to equal approximately 12.3% of such revenues in 2008-09.

Other State revenues include the California State Lottery (the "Lottery"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Lottery revenues comprised approximately 1.5% of general fund revenues in 2007-08 and are estimated to equal approximately 1.7% of such revenues in 2008-09.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, transportation fees, leases and rentals, special education support and other local sources. Other local revenues comprised approximately 8.8% of general fund revenues in 2007-08 and are estimated to equal approximately 9.1% of such revenues in 2008-09.

***Ad Valorem* Property Taxation**

Taxes are levied for each fiscal year on taxable real and personal property located in the County as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes

will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "Secured roll" is then part of the assessment roll also containing State-assessed property, and property, the taxes on which are a lien on real property sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 20, respectively. A penalty of 10 percent attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5 percent per month from the time of becoming tax delinquent to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer.

Property taxes on the unsecured roll are due on February 1 and if unpaid become delinquent on August 1. A penalty of 1 percent attaches immediately to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5 percent attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessor's interest belonging or assessed to the delinquent taxpayer.

Assessed Valuations

District taxes are collected by the County at the same time and on the same tax tolls as are County, city and special district taxes. Assessed valuations are the same for both District and County taxing purposes. The valuation of secured property by the County is established as of February 1, and is subsequently equalized in August of each year.

The table below shows the assessed valuation in the District for fiscal years 2002-03 to 2007-08.

HISTORIC ASSESSED VALUATIONS
Western Placer Unified School District

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Rdv. Increment	Total After Rdv. Increment
2002-03	$2,254,818,317	$2,083,576	$ 78,560,328	$2,335,462,221	$2,206,816,480
2003-04	2,942,560,082	2,172,240	85,148,351	3,029,880,673	2,885,767,193
2004-05	3,808,903,380	2,457,441	115,733,968	3,927,094,789	3,736,452,353
2005-06	5,191,023,320	2,399,162	122,108,358	5,315,530,840	5,080,165,173
2006-07	6,874,771,680	2,258,629	124,819,132	7,001,849,441	6,740,527,242
2007-08	7,677,945,347	1,608,840	141,411,892	7,820,966,079	7,522,480,848

Source: California Municipal Statistics, Inc.

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Tax Rates

There are a total of 39 tax rate areas in the District. The table below summarizes the total *ad valorem* tax rates levied by all taxing entities in a typical Tax Rate Area ("TRA") within the District from fiscal year 2003-04 to fiscal 2007-08.

DEFINITIONS AND SUMMARY OF AD VALOREM TAX RATES
Western Placer Unified School District

Typical Total Tax Rates (TRA 3-002 / 2007-08 Assessed Valuation: $793,229,517)

	2003-04	2004-05	2005-06	2006-07	2007-08
County-wide	1.000000	1.000000	1.000000	1.000000	1.000000
Western Placer Unified School District	.024136	.019806	.015283	.012310	.013425
Total	1.024136	1.019806	1.015283	1.012310	1.013425

Typical Total Tax Rates (TRA 76-80 / 2007-08 Assessed Valuation: $359,807,793)

	2003-04	2004-05	2005-06	2006-07	2007-08
County-wide	1.000000	1.000000	1.000000	1.000000	1.000000
Western Placer Unified School District	.024136	.019806	.015283	.012310	.013425
Total All Property Tax Rate	1.024136	1.019806	1.015283	1.012310	1.013425
Nevada Irrigation District	.002400	.002300	.002800	.003300	.003000
Total Land Only Tax Rate	.002400	.002300	.002800	.003300	.003000

Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 et seq. of the California Revenue and Taxation Code. The Teeter Plan guarantees distribution of 100% of the general taxes levied to the taxing entities within the County, with the County retaining all penalties and interest penalties affixed upon delinquent properties and redemptions of subsequent collections. Under the Teeter Plan, the County apportions secured property taxes on an cash basis to local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency. At the conclusion of each fiscal year, the County distributes 100% of any taxes delinquent as of June 30th to the respective taxing entities. Teeter Plan was effective beginning the fiscal year commencing July 1, 1993.

The Teeter Plan is applicable to secured property tax levies. As adopted by the County, the Teeter Plan excludes Mello-Roos Community Facilities Districts, special assessment districts, and benefit assessment districts.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by resolutions adopted by at least two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors is to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. If the Teeter Plan is discontinued subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the

County acts as the tax-levying or tax-collecting agency, but penalties and interest would be credited to the political subdivisions.

Tax Levies and Delinquencies

Beginning in 1978-79, Article XIIIA and its implementing legislation shifted the function of property taxation primarily to the counties, except for levies to support prior-voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each County.

Largest Property Owners

The following table shows the 20 largest owners of taxable property in the District as determined by secured assessed valuation in fiscal year 2007-08, representing only 6.26% of the total assessed valuation.

2007-08 LARGEST LOCAL SECURED TAXPAYERS
Western Placer Unified School District

Property Owner	Primary Land Use	2007-08 Assessed Valuation	% of Total (1)
1. Ace Hardware Corporation	Warehouse	$ 46,863,512	0.61%
2. Sierra Pacific Industries	Heavy Industrial	45,554,581	0.59
3. Roseville Grove I LLC	Warehouse	40,902,000	0.53
4. Sterling Pointe LLC	Shopping Center	29,886,000	0.39
5. Centex Homes	Residential Development	28,910,192	0.38
6. John Mourier Construction Inc.	Residential Development	24,664,108	0.32
7. Kaiser Foundation Health Plan Inc.	Medical Buildings	23,512,798	0.31
8. Parkland Homes Inc.	Residential Development	23,252,260	0.30
9. D.R. Horton Inc. Sacramento	Residential Development	22,909,703	0.30
10. GHC Twelve Bridges LLC	Residential Development	21,892,557	0.29
11. Claremont Credit Corporation	Vacant	20,625,000	0.27
12. Raley's	Commercial Store	19,500,134	0.25
13. WL Lincoln 257 Associates LLC	Residential Development	18,715,342	0.24
14. Lincoln Village at Twelve Bridges LLC	Shopping Center	18,472,800	0.24
15. Lawford No. 12 Partners Ltd.	Vacant	16,672,179	0.22
16. Target Corporation	Commercial Store	16,080,419	0.21
17. Richmond American Homes of California Inc.	Residential Development	16,065,823	0.21
18. AKT Wheatland Ranch LLC	Vacant	15,549,693	0.20
19. Home Depot USA Inc.	Commercial Store	15,415,424	0.20
20. Safeway Inc.	Commercial Store	15,279,425	0.20
		$480,723,950	6.26%

Source: California Municipal Statistics, Inc.
(1) 2007-08 Local Secured Assessed Valuation: $7,677,945,347.

Special Tax Bonds

In 2005, the District issued its Community Facilities District No. 1 Special Tax Bonds in the amount of 15,000,000 to provide funds for the purpose of paying for the acquisition and construction of certain school facilities. As of June 30, 2007, the principal balance outstanding was $14,825,000.

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General Obligation Bonds

In 1999, the District issued general obligation bonds in the amount of $15,052,284, with interest rates ranging from 4.6% to 6.05%. Bond proceeds were spent to construct, repair and expand local schools. Repayment of the bonds will be made from property taxes levied.

Certificates of Participation

In November 2001 the District caused the execution and delivery of $18,545,000 in certificates of participation (the "2001 Certificates"), at interest rates ranging from 5.35% to 5.5%. In September 2004, the District paid down $11,228,634 of the 2001 Certificates. In July 2004, the District the District caused the execution and delivery of the 2004 Certificates. In October 2006, the District caused the execution and delivery of $8,000,000 Series A certificates of participation with the payment to advance refund and defease the 2001 Certificates. In November 2006, the District caused the execution and delivery of $50,300,000 Series B Certificates. The proceeds were used to finance the construction of school facilities. In June 2008, the District caused the execution and delivery of $37,320,000 certificates of participation to refund and defease certain certificates of participation delivered in 2003, the proceeds of which were used to finance the construction of school facilities. The proceeds of the Certificates of this issue will be used to refund and fix the interest rates of the 2004 Certificates.

Tax and Revenue Anticipation Notes

The District has historically issued tax and revenue anticipation notes to meet cash flow deficits. The District issued its $6,100,000 2007 Tax and Revenue Anticipation Notes on November 29, 2007, which will mature on November 28, 2008.

Capitalized Lease Obligations

The District leases various buildings and equipment under agreements that have been capitalized and recorded as long term liabilities in the financial statements. The District will receive no sublease rental revenues nor pay any contingent rentals for this equipment.

Overlapping Debt

Set forth below is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and effective September 1, 2008. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the District; (2) the second column shows the respective percentage of the assessed valuation of the overlapping public agencies identified in column 1 which is represented by property located in the District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to

property in the District, as determined by multiplying the total outstanding debt of each agency by the percentage of the District's assessed valuation represented in column 2.

STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
Western Placer Unified School District

2007-08 Assessed Valuation:	$7,820,966,079 (1)
Redevelopment Incremental Valuation:	298,485,231
Adjusted Assessed Valuation:	$7,522,480,848

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/08
Western Placer Unified School District	100.000%	$ 8,797,284 (2)
Nevada Irrigation District	15.883	439,165
Western Placer Unified School District Community Facilities District	100.000	14,500,000
City of Lincoln Community Facilities Districts	100.000	124,410,000
City of Rocklin Community Facilities District No. 2	0.0750	3,068
City of Lincoln 1915 Act Bonds	100.000	51,520,000
California Statewide Community Development Authority Assessment Districts	Various	1,924,021
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$201,593,538
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Placer County General Fund Obligations	13.725%	$ 7,746,390
Placer County Office of Education Certificates of Participation	13.725	363,713
Sierra Joint Community College District Certificates of Participation	10.082	1,769,391
Western Placer Unified School District Certificates of Participation	**100.000**	**125,895,000**
City of Lincoln General Fund Obligations	100.000	23,985,000
Auburn Area Recreation and Park District Certificates of Participation	0.041	297
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		$159,759,791
COMBINED TOTAL DEBT		$361,353,329

(1) Excludes Yuba County bond portion.
(2) 1999 Golden West Financing Authority Revenue Bonds, Series A
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations

Ratios to 2007-08 Assessed Valuation:	
Direct Debt ($8,797,284)	**0.11%**
Total Direct and Overlapping Tax and Assessment Debt	2.58%
Ratios to Adjusted Assessed Valuation:	
Combined Direct Debt ($134,692,284)	**1.79%**
Combined Total Debt	4.80%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/07: $0

Source: California Municipal Statistics, Inc.

THE ECONOMY OF THE DISTRICT

The District encompasses most of the territory of the City as well as adjacent unincorporated areas of the County. The following economic data for the City and the County are presented for information purposes only. The Certificates are not a debt or obligation of the City or the County.

General

The City was founded by miners in 1859 and incorporated on August 7, 1890 as a general law city. The City is located in California's Sacramento Valley, near the foothills of the

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Sierra Nevada mountains, about 27 miles northeast of Sacramento and 112 miles east of San Francisco.

State Highway 65 is one of the region's primary transportation corridors, and it merges with Interstate 80 at an interchange system located near Roseville. From the interchange, the highway extends northerly through the cities of Roseville and Rocklin to the nearby City of Lincoln. Lincoln has been the focus of significant new development in recent years, and substantial residential and commercial development is proposed for the City and nearby project areas in the future.

Population

The table below shows the recent population growth for the City and the County. The population of the City in 2007 was 37,410, approximately 11.5% of the population of the County.

POPULATION OF LINCOLN AND PLACER COUNTY
1998-2007

Year	City of Lincoln	Placer County
1998	9,023	231,700
1999	9,605	240,400
2000	11,205	248,700
2001	13,609	257,500
2002	16,822	271,035
2003	19,963	283,847
2004	23,402	296,455
2005	27,339	307,653
2006	33,695	317,498
2007	37,410	324,495

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2001-2007, with 2000 Benchmark. Sacramento, California, May 2007.

Employment

In recent years, new employment opportunities have been created in Lincoln and the nearby cities of Roseville and Rocklin. As a result, the area has become more balanced relative to jobs and housing and less economically dependent on employment opportunities and services provided by adjacent Sacramento County. Hewlett-Packard has a large campus in nearby Roseville and Oracle has a large facility in Rocklin. The United Auburn Indian Community opened the Thunder Valley Casino, located between Roseville, Rocklin and Lincoln, in the summer of 2003. The casino and associated resort is expected to bring over 2,000 new jobs to the area Pacific Industries, Del Webb/Sun City, Solectron (which has 1,000 employees and repairs and refurbishes computer hardware for Hewlett Packard) and Horizon Instructional Services.

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The following table summarizes wage and salary employment in the County from 2002 to 2006. Retail trade and services are the largest employment sectors in the County. A growing employment sector is manufacturing. The increase in manufacturing employment is due in part to the local growth of the electronics industry.

ANNUAL AVERAGE WAGE AND SALARY EMPLOYMENT
Placer County
2002-2006

	Employment (1)				
Industry	2002	2003	2004	2005	2006
Agriculture	400	500	600	600	300
Construction	14,700	16,600	16,800	16,800	16,500
Manufacturing	8,100	8,800	9,400	9,200	8,900
Transportation & Public Utilities	2,700	2,600	2,800	2,800	3,100
Wholesale Trade	3,000	2,900	3,100	3,300	3,800
Retail Trade	17,800	19,100	19,600	20,400	21,100
Finance, Insurance & Real Estate	8,200	9,200	10,000	11,000	11,200
Professional and Business Services	12,700	13,800	13,900	14,600	14,800
Government	19,500	20,900	21,400	20,000	20,800
Total	120,700	129,900	134,700	137,300	140,800

Source: California Employment Development Department, based on March 2007 benchmark.
(1) Employment is reported by place of work; it does not include persons involved in labor-management disputes. Figures are rounded to the nearest hundred. Columns may not add to totals due to rounding.

The following table summarizes civilian labor force, employment, and unemployment in the County from 2003 to 2007. The unemployment rate in the County in 2007 was 4.9%. In contrast, the average unemployment rate in California in 2007 was 5.4%.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Placer County
Annual Averages, 2003-2007

Year	Civilian Labor Force	Employed Labor Force (1)	Unemployed Labor Force (2)	Unemployment Rate (3)
2003	153,900	146,000	7,900	5.1
2004	159,900	152,200	7,700	4.8
2005	166,000	158,800	7,200	4.3
2006	171,600	164,400	7,200	4.2
2007	174,400	165,900	8,500	4.9

Source: California Employment Development Department, based on March 2007 benchmark.
(1) Includes persons involved in labor-management trade disputes.
(2) Includes all persons without jobs who are actively seeking work.
(3) The unemployment rate is computed from unrounded data, therefore, it may differ from rates computed from rounded figures in this table.

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Major Employers

The largest employers in the County are as follows:

LARGEST EMPLOYERS
County of Placer

Employer	Location	Business
Adventist Health	Roseville	Health service
Alpine Meadows	Alpine Meadows	Skiing centers & resort
AT & T	Auburn	Telecommunications service
Auburn Area Answering Svc	Auburn	Paging & answering service
Club Cruise Inc	Auburn	Travel agencies & bureau
Coherent Inc	Auburn	Lasers-medical-manufacturer
Food Stamps	Auburn	County government
Hewlett-Packard	Roseville	Computer service
Kaiser Permanente Laser Vision	Roseville	Laser vision correction
NEC Electronics USA Inc	Roseville	Semiconductors & related devices
Placer County Human Svc	Auburn	County governmen
Placer County Sheriff	Auburn	Sheriff
Placer County Superintendent	Auburn	School
Placer County Welfare to Work	Auburn	County government
Public Works	Auburn	Grading contractor
Resort at Squaw Creek	Olympic Valley	Golf courses
Roseville Telephone Co	Roseville	Telecommunications services
Sheriff's Training	Auburn	Sheriff
Sierra Community College Dist	Rocklin	Academic
Stein Mart	Rocklin	Department store
Sutter Auburn Faith Hospital	Auburn	Hospital
Sutter Roseville Medical Center	Roseville	Hospital
Tasq Technology	Rocklin	Nonclassifiable establishment
Thunder Valley Casino	Lincoln	Casino
United Natural Foods	Rocklin	Health & diet foods-retail

Source: InfoUSA 2008 report.

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Commercial Activity

Taxable sales in the City and County are shown below.

TAXABLE SALES, 2002-2006
City of Lincoln
(in thousands)

	Taxable Sales ($000)				
	2002	2003	2004	2005	2006
Retail Stores	$ 52,363	$ 61,386	$ 74,046	$ 93,634	$136,743
Total Outlets	92,995	106,532	131,654	173,875	199,742

Source: California Board of Equalization.

TAXABLE SALES, 2002-2006
Placer County
(in thousands)

	Taxable Sales ($000)				
	2002	2003	2004	2005	2006
Retail Stores					
Apparel Stores	$ 140,273	$ 151,425	$ 182,781	$ 194,547	$ 193,880
General Merchandise	604,767	654,898	692,463	738,097	760,162
Specialty Stores	557,955	585,236	630,218	696,905	70,366
Food Stores	246,260	256,357	256,228	276,490	2,891,116
Eating and Drinking	389,389	418,410	464,769	504,728	534,059
Household Group	151,768	168,596	205,139	228,056	260,136
Building Material Group	357,094	403,768	467,430	480,570	482,012
Automotive Group	1,521,879	1,691,680	1,888,201	2,157,160	2,225,508
All Other Retail Stores	191,819	208,976	236,924	262,784	272,659
Retail Stores Totals	4,161,204	4,539,346	5,024,153	5,539,337	5,710,898
Business & Personal Services	208,330	214,001	212,581	213,040	226,394
All Other Outlets	1,180,347	1,220,471	1,358,832	1,480,191	1,593,933
Total All Outlets	$5,549,881	$5,973,818	$6,595,566	$7,232,568	$7,531,225

Source: California Board of Equalization.

GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION

State Funding of School Districts

Annual State apportionments of basic and equalization aid to K-12 school districts for general purposes are made according to a revenue limit per unit of average daily attendance ("A.D.A."). If a district's total revenue limit exceeds its property tax revenue, its annual State apportionments, subject to certain adjustments, amount to the difference between the revenue limit and a district's actual property tax receipts (after any redevelopment agency tax increment or other deductions or "shifts" that may be in effect under State law). A.D.A. is determined by school districts twice a year, in December ("First Period A.D.A.") and April ("Second Period A.D.A.").

The calculation of the amount of State apportionment a school district is entitled to receive each year is summarized as follows: first, the prior year Statewide revenue limit per A.D.A. is recalculated with certain adjustments for equalization and other factors; second, this adjusted prior year Statewide revenue limit per A.D.A. is inflated according to formulas based

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on the implicit price deflator for government goods and services and the Statewide average revenue limit per A.D.A. for each type of A.D.A., yielding the school district's current year "component" revenue limits per A.D.A.; third, the current year component revenue limits per A.D.A. are applied to the school district's A.D.A. for either the current or prior year, as the district elects; fourth, revenue limit adjustments known as "add-ons" are calculated for each school district if the school district qualifies for such add-ons (for example, add-ons to adjust for small school district size and providing meals for needy pupils, among others); and fifth, local property tax revenues are deducted from the total revenue limit calculated for each district to arrive at the amount of State apportionment each school district is entitled to for the current year.

The State revenue limit is calculated three times a year for each school district on the basis of projections submitted by the district on or about December 10, based on First Period A.D.A., and April 15 and June 30, both based on Second Period A.D.A. A.D.A. calculations are based on actual attendance and do not include excused absences. Revenue limit calculations are made by each school district, reviewed by the County Office of Education and submitted to the State Department of Education. The State Department of Education reviews the calculations for accuracy, determines the amount of State apportionment owed to each school district and notifies the State Controller to distribute the apportionments. The first calculation is performed for the First Principal Apportionment in February, the second calculation for the Second Principal Apportionment in June, and the final calculation for the end of the fiscal year Annual Principal Apportionment, in essence a correction that is made in October of the next fiscal year.

See "DISTRICT INFORMATION" herein for the District's specific annual revenue limit per A.D.A.

Basic Aid Districts

In the event that a school district's property tax revenue exceeds its calculated revenue limit entitlement, that school district retains all of its property tax revenue, and State apportionments to that district are limited to the minimum "basic aid" amount of $120 per A.D.A. set forth in the Constitution. Currently the State allocates basic aid funding within categorical entitlements that would have been received in any event. Such districts are commonly known as "Basic Aid Districts." The District is not a Basic Aid district.

State Budget

The State budget approval process begins with the release to the State legislature by January 10th of the Governor's proposed budget for the following fiscal year. State fiscal years begin July 1st. In May, the Governor submits a revision of the proposed budget that reflects updated estimates of revenues and expenditures. After a series of public hearings and other steps in the legislative process, the budget must be approved by two-thirds vote in each house of the State legislature and submitted to the Governor. The Governor may reduce or eliminate any appropriation by line-item veto. Although the budget is required by the Constitution to be approved no later than June 15th, it often has not been approved until later.

While the Constitution in large part dictates the formulae for determining the allocation of State revenues to the K-12 education portion of the State budget pursuant to Propositions 98 and 111 and other provisions. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUE AND APPROPRIATIONS" herein), in the State budget process the Governor and State legislature still have significant leeway in deciding whether and by how much to exceed or reduce such allocation in the actual funding of K-12 school districts, and to decide what funds will be general purpose or restricted purpose.

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The 2007/08 Budget. On January 10, 2007, the proposed *Governor's 2007/08 Budget* was released, on May 28, 2007 the *May Budget Revision* was released and on August 24, 2007 the *2007/08 Budget Act* was enacted (together, the "2007/08 Budget"). The 2007/08 Budget for the State general fund for 2006/07 projects prior year resources available of $10.454 billion, revenue and transfers-in of $95.541 billion, for a total of $105.995 billion in resources; and for 2007/08 projects prior year resources available of $4.339 billion, revenue and transfers-in of $101.239 billion, for a total of $105.578 billion in resources. General fund expenditures are projected to be $101.656 billion for 2006/07 and $102.258 for 2007/08, with general fund ending balances of $4.339 billion and $3.320 billion, respectively, projected for these years. The 2007/08 Budget reports Proposition 98 funding of K-12 education and college districts, including local property tax revenue, of $53.3 billion for 2005/06 and projects $55.4 billion for 2006/07 and $57.1 billion for 2007/08. Of these amounts, the State general fund provides $39.7 billion in 2005/06, $40.781 billion in 2006/07 and $41.492 billion in 2007/08; the difference from total Proposition 98 K-12 and college district funding is funded from local property tax revenue projected for each school district. The State's budget for 2005/06 included a 4.23% COLA for most school district and county office of education revenue limit apportionments, and assumed a 0.21% decline in A.D.A. statewide. The 2006/07 Budget included a 5.92% COLA for most school district and county office of education revenue limit apportionments, and assumed a 0.26% decline in A.D.A. statewide (the 2006/07 decline estimate is revised to 0.09% in the 2007/08 Budget). The 2007/08 Budget includes a 4.53% COLA for most school district and county office of education revenue limit apportionments, and assumes a 0.48% decline in A.D.A. statewide. Total Proposition 98 K-12 funding on a per A.D.A. basis is reported at $7,807 for 2005/06 and projected at $8,218 for 2006/07 and $8,564 for 2007/08. Total K-12 funding from all sources on a per A.D.A. basis is reported at $10,649 for 2005/06 and projected at $11,163 for 2006/07 and $11,541 for 2007/08.

The 2008/09 Budget. On January 10, 2008, the proposed *Governor's Budget for 2008/2009* (the "2008/09 Budget"), designed to address otherwise anticipated State budget shortfalls of $3.3 billion in 2007/08 and $14.5 billion in 2008/09, was released. What finally will be enacted and the impact on K-12 education at this point is unknown, though the present 2008/09 Budget calls for 10% reduced spending across the board in the State, including K-12 education, and various other measures that will reduce State apportionment to school districts.

The 2008/09 Budget for the State general fund for 2007/08 projects prior year resources available of $3.900 billion, revenue and transfers-in of $101.230 billion, for a total of $105.130 billion in resources; and for 2008/09 projects prior year resources available of $1.757 billion, revenue and transfers-in of $102.904 billion, for a total of $104.661 billion in resources. General fund expenditures are projected to be $103.373 billion for 2007/08 and $100.998 for 2008/09, with general fund ending balances of $1.757 billion and $3.663 billion, respectively. The 2007/08 Budget reports Proposition 98 funding of K-12 and community college education, including local property tax revenue, of $55.1 billion for 2006/07 and projects $56.7 billion for 2007/08 and $55.7 billion for 2008/09. Of these amounts, the State general fund provides $41.4 billion in 2006/07, $40.3 billion in 2007/08 and $39.6 billion in 2008/09; the difference from total Proposition K-12 funding is funded from local property tax revenue projected for each school district. The 2006/07 Budget included a 5.92% COLA for most school district and county office of education revenue limit apportionments, and assumed a 0.26% decline in A.D.A. statewide (the 2006/07 decline estimate is revised to 0.09% in the 2007/08 Budget). The 2007/08 Budget includes a 4.53% COLA for most school district and county office of education revenue limit apportionments, and assumes a 0.48% decline in A.D.A. statewide (given as 0.487% in the 2008/09 Budget). The 2008/09 budget includes either a statutory 4.94% COLA with a 6.99% deficit factor applied or no COLA for most school district and county office of education revenue limit apportionments, and assumes a 0.523% decline in A.D.A. statewide. The 2008/09 Budget also assumes replacing the statutory basis for calculating COLA from the State and Local Implicit Deflator to the Consumer Price Index for Wage Earners and Clerical Workers

(CPI-W), resulting in an effective COLA of 3.65%. The 2008/09 Budget assumes Total Proposition 98 K-12 funding on a per A.D.A. basis is projected at $8,558 for 2007/08 and $8,458 for 2008/09. Total K-12 funding from all sources on a per A.D.A. basis is reported at $11,279 for 2006/07 and projected at $11,935 for 2007/08 and $11,626 for 2008/09.

On May 14, 2008, the Governor released his revisions (the "May Revision") to the fiscal year 2008-09 budget that was proposed in January. With a declining national economic outlook, decreasing revenues and rising costs, the State faces an estimated potential deficit of $24.3 billion in 2008-09, which includes the Governor's proposal to fund a $2 million reserve. The Governor is proposing a combination of $12.6 billion in expenditure reductions and $11.7 billion in revenue solutions in order to reestablish budgetary balance, including:

- Issuing State lottery securities bonds ($15 billion)
- Issuing deficit-financing bonds ($3.3 billion)
- Reducing K-14 Proposition 98 education spending ($507 million)
- Reducing spending in health and human services programs ($627 million)

Other State Budget Information. Certain information about the State budgeting process and the State Budget is available through several State sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites has not been reviewed by the District and is not incorporated herein by reference.

(i) The State Treasurer Internet home page at www.treasurer.ca.gov, under the heading "Bond Information," posts various State Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State.

(ii) The California State Treasurer's Office Internet home page at www.treasurer.ca.gov, under the heading "Financial Information," posts the State's audited financial statements. In addition, the "Financial Information" section includes the State's Rule 15c2-12 filings for State bond issues. The "Financial Information" section also includes the "Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation" from the State's most current Official Statement, which discusses the State budget and its impact on school districts.

(iii) The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget," includes the text of proposed and adopted State Budgets.

(iv) The State Legislative Analyst's Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Products."

THE STATE HAS NOT ENTERED INTO ANY CONTRACTUAL COMMITMENT WITH THE DISTRICT, THE TRUSTEE OR THE OWNERS OF THE CERTIFICATES TO PROVIDE STATE BUDGET INFORMATION TO THE DISTRICT OR THE OWNERS OF THE CERTIFICATES. ALTHOUGH THEY BELIEVE THE STATE SOURCES OF INFORMATION LISTED ABOVE ARE RELIABLE, THE DISTRICT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE STATE BUDGET INFORMATION SET FORTH HEREIN OR INCORPORATED BY REFERENCE HEREIN.

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State Funding of Schools Without A State Budget

On May 29, 2002, the Court of Appeal of the State of California for the Second Appellate District in *White v. Davis et al.* (combined with *Howard Jarvis Taxpayers Association et al. v. Westly* in appeal) held, among other things, that absent adoption of a budget bill or an emergency appropriation by the Legislature, the State Controller may disburse State funds authorized by (a) a continuing appropriation enacted by the Legislature, (b) a self-executing provision of the State constitution, including payment of certain funds for public schools under Article XVI, Section 8.5 of the constitution, and (c) mandate of federal law, such as prompt payment of minimum wage and overtime compensation mandated by the federal Fair Labor Standards Act and benefits under federal food stamp, foster care and adoption, child support and child welfare programs. The Court of Appeal specifically concluded that Article XVI, Section 8.0 does not constitute a self-executing authorization to disburse revenue limit apportionment to school districts; legislative appropriation is required for revenue limit disbursement. On May 1, 2003, the California Supreme Court in its decision in *White v. Davis et al.* granted review to two other matters and let these particular conclusions of the Court of Appeal stand without ruling on them.

During the 2003/04 State budget impasse, the State Controller announced that only "payments of prior year obligations, constitutional authorizations, federal mandates and continuous legislative appropriations would be made." The State Controller concluded that revenue limit apportionments to school districts, under provisions of the Education Code implementing Article XVI, Section 8 of the State constitution, are authorized as continuous legislative appropriations, so disbursed these funds without a budget bill or emergency appropriation enacted. The State Controller did not disburse certain categorical and other funds to school districts until the *2003/04 Budget Act* was enacted.

State Funding of School Construction

The State makes funding for school facility construction and modernization available to K-12 districts throughout the State through the Office of Public School Construction ("OPSC") and the State Allocation Board ("SAB"), from proceeds of State general obligation bonds authorized and issued for this purpose. Such bonds were authorized in the amount of $13.05 billion, $11.40 billion of which were for K-12 school facilities and $1.65 billion of which were for higher education facilities, on November 5, 2002 under Proposition 47, passed by 58.9% of the State-wide vote. An additional bond measure for education capital projects was approved on March 2, 2004 under Proposition 55, passed by 50.6% of the State-wide vote, in an authorization amount of $12.3 billion, $10.0 billion of which is for K-12 school facilities and $2.3 billion of which is for higher education facilities. A State general obligation bond measure that includes $7.329 billion for construction, modernization and related purposes for K-12 school districts was approved by a majority of voters in the November 7, 2006 State-wide election.

The SAB allocates bond funds for 50% of approved new construction costs, 60% of approved modernization costs (80% for modernization project applications made prior to February 1, 2002), or up to 100% of approved costs of any type if the school district is approved for "hardship" funding. The school district is responsible for the portion of costs not funded by the State, commonly funding their portion with their own general obligation bonds, certificates of participation or accumulated builder's fee revenue. School districts routinely apply for such funding whenever they have projects they believe meet OPSC and SAB criteria for funding.

State Retirement Programs

School districts participate in the State of California Teachers Retirement System ("STRS"). STRS covers all full-time and most part-time employees with teaching certificates. In

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order to receive STRS benefits, an employee must be at least 55 years old and have provided five years of service to California public schools. School districts also participate in the State of California Public Employees Retirement System ("PERS"). PERS covers all classified personnel, generally those employees without teaching must be at least 50 years old and have had five years of covered PERS service as a public employee.

Contribution rates to PERS varies with changes in actuarial assumptions and other factors, such as changes in benefits and investment performance, and are set by a State retirement board for PERS. The contribution rates are set by statute for STRS at a constant 8.25% of salary. STRS has a substantial Statewide unfunded liability. Under current law, the liability is the responsibility of the State and not of individual school districts. See "DISTRICT INFORMATION" herein for information regarding the District's contributions to these retirement systems.

County Office of Education

In each county there is a county superintendent of schools (the "County Superintendent") and a county board of education. The Office of the County Superintendent, frequently known as the "County Office of Education" (the "County Office" herein) in each county provides the staff and organization that carries out the activities and policies of the County Superintendent and county board of education for that county.

County Offices provide instructional and support services to school districts within their counties, and various State mandated services county-wide, particularly in special education and juvenile court education services. County Office business services departments act as a control point for a variety of information, including pupil data collection, attendance accounting, teacher credential registration, payroll accounting, retirement and tax information and school district budgets, and also report such information to the State Department of Education. All school district budgets must be approved by their County Office and each district must provide its County Office with scheduled interim reports throughout the fiscal year. County Offices also act as enforcement entities which intervene in district fiscal matters should a district fail to meet State budget and reporting criteria.

The District is under the jurisdiction of, and is served by, the County Office for Placer County.

School District Budget Process

School districts are required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. School districts' annual general fund expenditures are characterized in large part by multi-year expenditure commitments such as union contracts. Year-to-year fluctuations in State and local funding of school district general funds could result in revenue decreases which, if large enough, may not easily be offset by an equal reduction in expenditures until at least the following fiscal year. School districts are required by State law to maintain general fund reserves which can be drawn upon in the event of a resulting excess of expenditures over revenues for a given fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent within five days of adoption or by July 1, whichever occurs first. A district may be on either a dual or single budget cycle. The dual budget option requires a revised and readopted budget by September 1 that is subject to State mandated

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standards and criteria. The revised budget must reflect changes in projected income and expenses subsequent to July 1. The single budget is only readopted if it is disapproved by the County Superintendent, or as needed. Under either procedure, the school board must revise its adopted budget within 45 days after the Governor signs the State budget act to reflect any changes in budgeted revenues or expenditures made necessary by the adoption of the State's budget.

For both dual and single budgets submitted on July 1, the County Superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, and will determine if the budget allows the district to meet its current obligations and is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the County Superintendent will approve or disapprove the adopted budget for each school district. Pursuant to State law, the county superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved.

Subsequent to approval, the County Superintendent throughout the fiscal year is authorized to monitor each school district under his or her jurisdiction pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, after also consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At minimum, school districts are required by statute to file with their County Superintendent and the State Department of Education a First Interim Financial Report by December 15th covering financial operations from July 1 through October 31st, and a Second Interim Financial Report by March 15th covering financial operations from November 1 through January 31st. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report by June 1st covering financial operations from February 1st through April 30th. If not required, a Third Interim Financial Report generally is not prepared (though may be at the election of the district). Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the State Department of Education.

Temporary Inter-fund Borrowing

The Education Code generally authorizes a school district to temporarily transfer cash from a specific purpose fund to any other district fund by district board action, including transfer of cash from proceeds of general obligation bonds; *provided that*, (a) the transferred cash is repaid to the original fund within the same fiscal year or (b), if transferred within the final 120 days of a fiscal year, then repaid to the original fund within the following fiscal year. However, depending on the circumstances of a particular such transfer, other State law, grant or contractual restrictions, or in the case of proceeds of tax-exempt obligations, federal tax law, may apply and may further restrict the use of such cash.

Accounting Practices

The accounting policies of California school districts conform to generally accepted accounting principles, as modified in accordance with policies and procedures of the California School Accounting Manual. This manual, pursuant to Section 41010 of the Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred. See also "Notes to Financial Statements - Note 1" in "APPENDIX B" herein for further discussion of applicable accounting policies.

County Investment Pool

In accordance with Education Code Section 41001, each California public school district maintains substantially all of its operating funds in the county treasury of the county in which it is located, and each county treasurer or finance director serves as *ex officio* treasurer for those school districts located within the county. Each county treasurer or finance director has the authority to invest school district funds held in the county treasury. Generally, the county treasurer or finance director pools county funds with school district funds and funds from certain other public agencies and invests the cash. These pooled funds are carried at cost. Interest earnings are accounted for on either a cash or accrual basis and apportioned to pool participants on a regular basis.

Each county treasurer is required to invest funds, including those pooled funds described above, in accordance with Government Code Sections 53601 *et seq.* and 53635 *et seq.* In addition, each county treasurer is required to establish an investment policy which may impose further limitations beyond those required by the Government Code. See "PLACER COUNTY INVESTMENT POOL."

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RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Certificates. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, the effectiveness of any remedies that the Trustee may have or the circumstances under which Lease Payments may be abated.

No representation is made as to the future financial condition of the District. Payment of the Lease Payments is a general fund obligation of the District and the ability of the District to make Lease Payments may be adversely affected by its financial condition as of any particular time.

Lease Payments Not District Debt

Lease Payments and other payments due under the Lease Agreement (including payment of costs of repair and maintenance of the Property, utility charges, taxes and other governmental charges and assessments levied against the Property) are not secured by any pledge of taxes or other revenues of the District. In the event that the District's general fund revenues are less than its total obligations, the District may choose to fund other costs or expenses before making Lease Payments.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease Agreement constitute a debt of the District, the Corporation or the State or any political subdivisions thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation or for which the Corporation or the District has levied or pledged any form of taxation.

Although the Lease Agreement does not create a pledge, lien or encumbrance upon the funds of the District, the District is obligated under the Lease Agreement to pay Lease Payments from legally available funds and the District has covenanted in the Lease Agreement that, for so long as the Property is available for its use, it will make the necessary annual appropriations within its budget for all Lease Payments owed under the Lease Agreement. The District is currently liable on other obligations payable from general revenues. See "DISTRICT FINANCIAL INFORMATION."

Additional Obligations

The District may enter into additional obligations which constitute charges against its general revenues. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments may be decreased.

Limited Recourse on Default

In the event of a default under the Lease Agreement, there is no available remedy of acceleration of the total Lease Payments due over the term of the Lease Agreement. The District will only be liable for Lease Payments on an annual basis, and the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against public agencies in California, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest, as described below.

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If the District defaults on its obligation to make Lease Payments, the Trustee, as assignee of the Corporation, may retain the Lease Agreement and hold the District liable for all Lease Payments on an annual basis and will have the right to re-enter and re-let the Property. Such re-entry and re-letting shall not automatically effect a surrender of the Lease Agreement. In the event the Property is re-entered by reason of a default in Lease Payments or for any other reason, there can be no assurance that the Property can be re-let for a net amount equal to the then-due Lease Payments.

The enforcement of any remedies provided in the Lease Agreement and Trust Agreement could prove both expensive and time-consuming. In addition to the limitation on remedies contained in the Lease Agreement and the Trust Agreement, the rights and remedies provided in the Lease Agreement and the Trust Agreement may be limited by and are subject to provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principals that may affect the enforcement of creditors' rights and the limitation on remedies against public agencies in California.

The Trustee is not empowered to sell the Property for the benefit of the Certificate owners. See APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT."

Loss of Tax Exemption

In the opinion of the Special Counsel, the Certificates constitute governmental obligations under the Code. The District has covenanted to comply with Code restrictions relating to use of Certificate proceeds, reserve fund funding requirements, investment yield limitations and rebate requirements, federal guarantee prohibitions and registration requirements so that interest with respect to the Certificates is excludable from gross income for federal income tax purposes. However, in the event the District fails to comply with any of these covenants, interest with respect to the Certificates may become includable in gross income for federal income tax purposes, retroactive to the date of issuance.

Abatement

Use and Possession of the Property. The obligation of the District under the Lease Agreement to pay Lease Payments is in consideration for the use and possession of the Property. The obligation of the District to make Lease Payments (other than to the extent that funds to make Lease Payments are then available in the Lease Payment Fund and the Reserve Fund) may be abated in whole or in part if the District does not have full use and possession of the Property. Lease Payments due under the Lease Agreement shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by the District of the Property, or a material portion thereof. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected portion of the Property to a condition which will permit the affected portion of the Property to be used substantially as intended. The District is obligated to maintain rental interruption insurance for coverage of a 24-month period. There will be no abatement of Lease Payments so long as proceeds of the District's rental interruption insurance are available and there are amounts in the Reserve Fund available to make Lease Payments when and as due. Abatement of Lease Payments is not a default under the Lease Agreement and does not permit the Trustee to take any action or avail itself of any remedy against the District. See APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT" attached hereto.

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Damage or Destruction; Eminent Domain. If damage or destruction or eminent domain proceedings with respect to any item or portion of the Property result in abatement or adjustment of Lease Payments and the resulting Lease Payments, together with moneys in the Reserve Fund (and in the event of damage or destruction, together with rental interruption insurance proceeds or casualty insurance proceeds, if any), are insufficient to make all payments of principal and interest due with respect to the Certificates during the period that the Property is being replaced, repaid or reconstructed, then such payments of principal and interest, may not be made in full and no remedy is available to the Trustee or the owners of the Certificates under the Lease Agreement or Trust Agreement for nonpayment under such circumstances.

Absence of Earthquake and Flood Insurance

The obligation of the District to make Lease Payments may be adversely affected if the Property is damaged or destroyed by natural hazard such as earthquake or flood. The District, however, is not obligated under the Lease Agreement to procure and maintain, or cause to be maintained, earthquake or flood insurance on the Property.

All building components of the Property were constructed under the standards of the "Field Act" (California State Building Code, Title 24). The Field Act requires substantially higher construction standards for public schools and hospitals than are required for other types of construction. The Field Act requires that building systems be capable of withstanding seismic forces from the "most credible" earthquake likely to occur in the vicinity of the building system being constructed.

Bankruptcy

The District is a unit of State government and therefore is not subject to the involuntary procedures of the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the District may seek voluntary protection from its creditors for purposes of adjusting its debts.

In the event the District were to become a debtor under the Bankruptcy Code, the District would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding and an owner of a Certificate would be treated as a creditor in a municipal bankruptcy. Among the adverse effects of such a bankruptcy would be: (i) the application of the automatic stay provisions of the Bankruptcy Code, which, until relief is granted, would prevent collection of payments from the District or the commencement of any judicial or other action for the purpose of recovering or collecting a claim against the District; (ii) the avoidance of preferential transfers occurring during the relevant period prior to the filing of a bankruptcy petition; (iii) the occurrence of unsecured or court-approved secured debt which may have a priority of payment superior to that of secured debt which may have a priority of payment superior to that of owners of Certificates; and (iv) the possibility of the adoption of a plan for the adjustment of the District's debt (a "Plan") without the consent of all of the owners of Certificates, which Plan may restructure, delay, compromise or reduce the amount of the claim of the owners if the Bankruptcy Court finds that the Plan is fair and equitable. In addition, the Bankruptcy Code would invalidate any provision of the Certificates which makes the bankruptcy or insolvency of the District an event of default. With the exception of the provisions contained in the Plan, a Bankruptcy Court could not impose restrictions on the District's power or its property without the consent of the District.

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Redemption Provisions

The Certificates are subject to extraordinary and optional redemption. See "THE CERTIFICATES—Redemption."

State Law Limitations on Appropriations

Article XIIIB of the California Constitution limits the amount that local governments can appropriate annually. The District's ability to make Lease Payments may be affected if the District should exceed its appropriations limit. The District does not anticipate exceeding said limit in the foreseeable future, as a result of procedures whereby the State may increase the District's appropriation limit by decreasing the State's limit by an equal amount. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS."

California Economy

Like all California school districts, the District receives a significant portion of its funding from appropriations by the State. See "DISTRICT FINANCIAL INFORMATION—State Funding of Education and Revenue Limitations." As a result, decreases in the revenues received by the State could affect appropriations made by the State to the District and other school districts within California. A deterioration of California's economy could negatively affect the State's receipt of taxes and other revenues and, possibly, appropriations by the State to the District and other California school districts.

Property Values

The fee estate will not be assigned to the Trustee but, rather, the rights of the Corporation under the Lease Agreement, which is for a limited term, will be assigned to the Trustee. See APPENDIX A—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—ASSIGNMENT AGREEMENT." Thus, the value of the real property constituting the Property and the buildings and improvements thereon are not necessarily an accurate measure of the value of the interest in the Lease Agreement assigned to the Trustee.

Geologic, Topographic and Climatic Conditions

The value of the Property in the future can be adversely affected by a variety of additional factors, particularly those which may affect the continued use and occupancy of the Property. Such additional factors include, without limitation, geologic conditions such as earthquakes and volcanic eruptions, topographic conditions such as earth movements, landslides and floods and climatic conditions such as droughts and tornadoes. It can be expected that one or more of such conditions may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost or because repair or replacement will not facilitate use or occupancy or because other considerations preclude such repair or replacement. Under any of these circumstances, the value of the Property so affected may well depreciate or disappear.

Hazardous Substances

One of the most serious risks in terms of the potential reduction in the value of a property is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel of real property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as

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"CERCLA" or the "Super-fund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should the Property be affected by a hazardous substance is to reduce the marketability and value thereof by the costs of remedying the condition.

While the District is not aware of any such condition, it is possible that such hazardous substance conditions do currently exist and that the District is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to the Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the Property.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Article XIIIA of the California Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIIIA to the California Constitution ("Article XIIIA"). Article XIIIA limits the amount of any ad valorem taxes on real property to 1% of the full cash value thereof, except that additional ad valorem taxes may be levied to pay debt service on indebtedness approved by the voters prior to August 1, 1978 and (as a result of an amendment to Article XIIIA approved by California voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after August 1, 1978 by two-thirds of the voters voting on such indebtedness. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year until new construction or a change of ownership occurs.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in various other minor or technical ways.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated

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among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Article XIIIB of the California Constitution

An initiative to amend the California Constitution entitled "Limitation of Government Appropriations," was approved on November 6, 1979, thereby adding Article XIIIB to the California Constitution ("Article XIIIB"). Under Article XIIIB, state and local governmental entities have an annual "appropriations limit" and are not permitted to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the appropriations limit. Article XIIIB does not affect the appropriation of moneys which are excluded from the definition of "appropriations subject to limitation," including appropriations for debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the appropriations limit was originally to be based on certain fiscal year 1978-79 expenditures, and adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIIIB, if these entities' revenues in any consecutive two-year period exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. In the event the District receives any proceeds of taxes in excess of the allowable limit in any fiscal year, the District may implement a statutory procedure to concurrently increase the District's appropriations limit and decrease the State's allowable limit, thus nullifying the need for any return. Certain features of Article XIIIB were modified by Proposition 111 in 1990. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS—Proposition 111."

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions, ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Until fiscal year 2001-01, SBE assessment of investor-owned gas and electric companies, incumbent local exchange companies, AT&T Corp., and AT&T Communications of California, Inc., will be subject to a court-approved agreement dated May 1, 1992 (the "Settlement Agreement"), among those companies, the SBE and all California counties. The Settlement Agreement arose from litigation against SBE in which the court held that the SBE's valuation approaches had overvalued AT&T's unitary property, and ordered AT&T's statewide assessed value to be reduced from approximately $1.75 billion to approximately $1.1 billion. The Settlement Agreement provides that its valuation method is not intended to be precedent for calculating fair market value of unitary property in years following its expiration.

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While the Settlement Agreement has been in effect, the California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed following the expiration of the Settlement Agreement, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula. See "DISTRICT FINANCIAL INFORMATION" herein.

Proposition 62

On November 4, 1986, California voters approved Proposition 62, an initiative statute limiting the imposition of new or higher taxes by local agencies. The statute (a) requires new or higher general taxes to be approved by two-thirds of the local agency's governing body and a majority of its voters, and requires new or higher special taxes to be approved by two-thirds of both such local agency's governing body and such local agency's voters; (b) requires the inclusion of specific information in all local ordinances or resolutions proposing new or higher general or special taxes; (c) penalizes local agencies that fail to comply with the foregoing.

Most of the provisions of Proposition 62 were affirmed by the 1995 California Supreme Court decision in *Santa Clara County Local Transportation Authority v. Guardino* ("*Guardino*") which invalidated a special sales tax for transportation purposes because fewer than two-thirds of the voters voting on the measure had approved the tax. Although by its terms, Proposition 62 applies to school districts, because the District does not receive any material amount of tax revenues from any tax levied in contradiction to Proposition 62, the District has not experienced nor does it expect to experience any substantive adverse financial impact as a result of the passage of this initiative or the *Guardino* decision. The requirements of Proposition 62 have generally been superseded by the enactment of Article XIIIC of the California Constitution (Proposition 218) in 1996.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on August 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of General Fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period. The current level of guaranteed funding pursuant to Proposition 98 is 34.55% of the State general fund.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such

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transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIIB surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the "Traffic Congestion Relief and Spending Limitation Act of 1990" ("Proposition 111"), which modified the State Constitution to alter the Article XIIIB spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on August 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

a. *Annual Adjustments to Spending Limit.* The annual adjustments to the Article XIIIB spending limit were liberalized to be more closely linked to the rate of economic growth.

Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

b. *Treatment of Excess Tax Revenues.* "Excess" tax revenues with respect to Article XIIIB are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit are not to be increased by this amount.

c. Exclusions from Spending Limit. Two new exceptions have been added to the calculation of appropriations which are subject to the Article XIIIB spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above their current nine cents per gallon level, sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990.

d. *Recalculation of Appropriations Limit.* The Article XIIIB appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It

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is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

e. *School Funding Guarantee.* There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) a certain percentage of State general fund revenues (the "first test") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIIIB by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 187

On November 8, 1994, California voters approved a statutory initiative ("Proposition 187") generally directed at curbing taxpayer spending for various public programs, including public education, to the extent those programs benefit illegal aliens. Among other things, Proposition 187 would have required school officials to verify the legal status of each student and to deny education services to illegal aliens. Enforcement costs to local districts were potentially large. A number of lawsuits filed in state and federal court challenging the validity of Proposition 187 under the California and U.S. Constitutions were consolidated for trial in the U.S. District Court. In November 1995, the District Court ruled various propositions of the initiative unconstitutional, particularly those affecting public schools. In February 1998, the court overturned the remaining provisions of Proposition 187. An appeal was filed by the former California State Attorney General in the U.S. Court of Appeals in the 9th Circuit on February 25, 1998. On April 15, 1999, Governor Davis announced that he would seek a mediated settlement of the suit. On April 26, 1999, the 9th Circuit granted the Governor's request for mediation and suspended action on the State's appeal until June 18, 1999. The District cannot predict what will be the ultimate outcome of this litigation or what the ultimate fiscal impact may be on the District.

Proposition 218

An initiative measure entitled "Right to Vote on Taxes Act," also known as Proposition 218 (the "Initiative"), was approved by California voters at the November 5, 1996, statewide general election, and became effective on November 6, 1996. The Initiative added Articles XIIIC and XIIID to the California Constitution, and all references herein to Articles XIIIC and XIIID are references to the text as set forth in the Initiative.

Among other things, Article XIIIC establishes that every tax imposed by a local government is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), and prohibits special purpose government agencies such as school districts from levying general taxes.

Article XIIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. The State Constitution and the laws of the State impose a mandatory, statutory duty on the County to levy a property tax sufficient to pay debt service on general obligation bonds coming due in each year. The

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initiative power cannot be used to reduce or repeal the authority and obligation to levy such taxes which are pledged as security for payment of s general obligation bonds or to otherwise interfere with performance of the mandatory, statutory duty of the County with respect to such taxes which are pledged as security for payment of general obligation bonds. Currently, the District does not have any outstanding general obligation bonds; however, in the future the District may submit a general obligation bond measure to its electorate. Legislation adopted in 1997 provides that Article XIIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure which would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIIID deals with assessments and property-related fees and charges. Article XIIID explicitly provides that nothing in Article XIIIC or XIIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however, it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Future Initiatives

Article XIIIA, Article XIIIB and Propositions 62, 98, 111, 187 and 218 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time, other initiative measures could be adopted, further affecting District revenues or the ability of the District to expend revenues.

THE CORPORATION

The Corporation is a public benefit corporation duly organized and existing under the laws of the State of California and is entitled to purchase personal and real property and to sell or lease such property, to contract for construction and improvements and to execute operating agreements regarding such property. The Corporation was formed for the purpose of providing financial assistance to school districts by acquiring, constructing, developing and refinancing certain facilities for the use and benefit of the public. The Corporation has no liability to the Owners of the Certificates.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Certificates, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The District has covenanted to comply with all requirements that must be satisfied in order for the interest with respect to the Certificates to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Certificates.

Subject to the District's compliance with the above-referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, San Francisco, California, Special Counsel, interest

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with respect to the Certificates is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Interest with respect to the Certificates is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions for an alternative minimum tax ("AMT") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include all tax-exempt interest, including interest with respect to the Certificates.

In rendering its opinion, Special Counsel will rely upon certifications of the District with respect to certain material facts within the District's knowledge. Special Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Certificates may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Certificates should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for each maturity of the Certificates is the price at which a substantial amount of such maturity of the Certificates is first sold to the public. The Issue Price of a maturity of the Certificates may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

An investor may purchase a Certificate at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Certificate in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Certificate. Investors who purchase a Certificate at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Certificate's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Certificate.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal tax legislation. Special Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

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The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Certificates. If an audit is commenced, under current procedures the Service may treat the District as a taxpayer and the Owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Certificates until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Certificates, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Certificate owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Certificate owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Special Counsel, interest payable with respect to the Certificates is exempt from California personal income taxes.

Owners of the Certificates should also be aware that the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates have federal or state tax consequences other than as described above. Special Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Lease Agreement and the Certificates other than as expressly described above.

A copy of the proposed form of opinion of Special Counsel is attached hereto as Appendix C.

LEGALITY FOR INVESTMENT IN CALIFORNIA

Under provisions of the California Financial Code, the Certificates are legal investments for commercial banks in California to the extent that the Certificates, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in California.

ABSENCE OF MATERIAL LITIGATION

At the time of delivery of and payment for the Certificates, the District will certify that there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court or regulatory agency, public board, or body pending or threatened against the District or the Corporation affecting their existence or the titles of their respective officers or seeking to restrain or to enjoin the issuance, sale, or delivery of the Certificates, or the application of the proceeds thereof in accordance with the Trust Agreement, or in any way contesting or affecting the validity or enforceability of the Certificates, any agreement entered into between the District and any purchaser of the Certificates, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Site and Facility Lease or any other applicable agreements or any action of the District or the Corporation contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the District or the Corporation or their

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authority with respect to the Certificates or any action of the District or the Corporation contemplated by any of said documents, nor, to the knowledge of the District or the Corporation, is there any basis therefor.

APPROVAL OF LEGALITY

Legal matters incident to the execution and delivery of the Certificates are subject to the approving the opinion of Quint & Thimmig LLP, San Francisco, California, Special Counsel. A form of such opinion is attached hereto as Appendix C and copies of such opinion with respect to the Certificates will be available at the time of delivery of the Certificates. Certain legal matters will be passed upon by Quint & Thimmig LLP, San Francisco, California, as Disclosure Counsel. The compensation of Special Counsel and Disclosure Counsel is contingent upon the sale and delivery of the Certificates.

CONTINUING DISCLOSURE

The District has covenanted in the Continuing Disclosure Certificate for the benefit of holders of the Certificates to provide, or cause to be provided no later than nine months after the end of each fiscal year, commencing with the Fiscal Year ending June 30, 2008, to (a) each Nationally Recognized Municipal Securities Information Repository (a "National Repository"), and (b) to the appropriate state information repository for the State, if any (a "State Repository") certain "annual financial information" as described in the Rule with respect to the District relating to the immediately preceding Fiscal Year of the District, operating data, including the audited financial statements of the District for the immediately preceding Fiscal Year prepared in accordance with generally accepted accounting principles, if available, as may be reasonably available and information of the type set forth in this Official Statement under the heading "District Financial Information." In addition, the District has agreed to provide, or cause to be provided, to each National Repository or the Municipal Securities Rulemaking Board (the "MSRB") and a State Repository, if any, in a timely manner notice of the following "Listed Events" if determined by the District to be material: (i) principal and interest payment delinquencies; (ii) nonpayment-related defaults; (iii) unscheduled draws on the debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of or failure to perform by any credit provider; (vi) adverse tax opinions or events affecting the tax-exempt status of the Certificates; (vii) modifications to rights of holders of the Certificates; (viii) bond calls; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Certificates; and (xi) rating changes. In addition, the District covenants in a timely manner, to provide or cause to be provided to each National Repository or to the MSRB, and to the appropriate State Repository, if any, notice of the failure of the District to provide annual financial information on or before 180 days after the end of each fiscal year.

These covenants have been made in order to assist the Underwriter in complying with the Rule. The District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events. The Corporation has determined that no financial or operating data concerning the Corporation is material to any decision to purchase, hold or sell the Certificates and the Corporation will not provide any such information. The Corporation shall have no liability to the owners of the Certificates with respect to the disclosure obligation undertaken by the District.

The District's obligations under the Continuing Disclosure Certificate with respect to continuing disclosure shall terminate upon payment in full of all of the Certificates. If such

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termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event.

RATINGS

Standard & Poor's Ratings Services ("S&P") has assigned the rating of "AAA" to the Certificates based on the issuance of the Financial Guaranty Insurance Policy by the Financial Guaranty Insurer. See "FINANCIAL GUARANTY INSURANCE" herein. In addition, S&P has assigned the underlying rating of "A-" to the Certificates. Such ratings reflect only the view of such organization and any desired explanation of the significance of such ratings should be obtained from S&P at the following address: 55 Water Street, New York, NY 10041, (212) 208-8000. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price for the Certificates.

UNDERWRITING

The Certificates are being purchased by M.L. Stern & Co., LLC (the "Underwriter"). The Underwriter will agree to purchase the Certificates at a price of $_____ (being the principal amount of the Certificates of $_____, less the Underwriter's discount of $_____, and less a net original issue discount of $_____). The Certificate Purchase Agreement relating to the Certificates provides that the Underwriter will purchase all of the Certificates if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said Certificate Purchase Agreement, approval of certain legal matters by counsel and certain other conditions. After a bona fide initial public offering at the price stated on the cover page hereof, the Underwriter may offer and sell the Certificates to certain dealers and others at prices lower than the initial public offering price. The offering price may be changed from time to time by the Underwriter.

ADDITIONAL INFORMATION

All of the preceding summaries of the Certificates, the Trust Agreement, the Lease Agreement, the Assignment Agreement, the Site and Facility Lease, and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Certificates.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof.

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The District will furnish a certificate dated the date of delivery of the Certificates, from an appropriate officer of the District, to the effect that to the best of such officer's knowledge and belief, and after reasonable investigation, (i) neither the Official Statement or any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (ii) since the date of the Official Statement, no event has occurred which should have been set forth in an amendment or supplement to the Official Statement which has not been set forth in such an amendment or supplement, and the Certificates, the Trust Agreement, the Lease Agreement, the Assignment Agreement, the Site and Facility Lease, and other applicable agreements conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the District has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under the Trust Agreement at and prior to the date of the issuance of the Certificates.

The execution and delivery of the Official Statement by the District have been duly authorized by the Board on behalf of the District.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Superintendent

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APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

The following is a brief summary of certain provisions of the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement prepared for Certificates. The following also includes definitions of certain terms used therein and in this Official Statement. Such summary is not intended to be definitive. Reference is directed to said documents for the complete text thereof. Except as otherwise defined in this summary, the terms previously defined in this Official Statement have the respective meanings previously given. Copies of said documents are available from the District and from the Trustee.

DEFINITIONS

"*Assignment Agreement*" means the Assignment Agreement, dated as of September 1, 2008, by and between the Corporation and the Trustee, together with any duly authorized and executed amendments thereto.

"*Bond Counsel*" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the District of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"*Business Day*" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Principal Corporate Trust Office is located or in the State are closed or are required to close or a day on which the New York Stock Exchange is closed.

"*Certificates*" means the certificates of participation to be executed and delivered pursuant to the Trust Agreement which evidence direct, undivided fractional Interests of the Owners thereof in Lease Payments.

"*Closing Date*" means the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase price of the Certificates by the Original Purchaser.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Lease Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"*Continuing Disclosure Certificate*" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Corporation*" means the Public Property Financing Corporation of California, a nonprofit, public benefit corporation organized and existing under and by virtue of the laws of the State.

"*Corporation Representative*" means the President, Vice President, Executive Director, Treasurer, Secretary, or the designee of any such official, or any other person authorized by resolution of the Corporation delivered to the Trustee to act on behalf of the Corporation under or with respect to the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement.

"*Defeasance Obligations*" means: (a) cash; (b) non-callable Federal Securities (including State and Local Government Securities); (c) non-callable direct obligations of the United States of America which have been stripped by the Department of the Treasury of the United States of America; (d) non-callable bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) participation certificates of the General Services

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Administration; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vii) U.S. government guaranteed public housing notes and bonds; and (vii) project notes and local authority bonds of the U.S. Department of Housing and Urban Development; and (e) pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P; provided, however, pre-refunded municipal bonds rated by S&P only (i.e., no Moody's rating) are acceptable if such pre-refunded municipal bonds were pre-refunded with cash, direct U.S. or U.S. guaranteed obligations or AAA rated pre-refunded municipal bonds.

"Delivery Costs Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Site and Facility Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement or the execution, sale and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, costs for statistical data, initial fees and charges of the Trustee (including the fees and expenses of its counsel), financing discounts, legal fees and charges, insurance fees and charges (including title insurance), financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, the premiums for the Financial Guaranty Insurance Policy and the Reserve Fund Financial Guaranty Insurance Policy and charges and fees in connection with the foregoing.

"District" means Western Placer Unified School District, a school district organized and existing under and by virtue of the constitution and laws of the State.

"District Representative" means the President, the Vice President, the Superintendent, the Clerk of the Board, or the designee of any such official, or any other person authorized by resolution to act on behalf of the District under or with respect to the Trust Agreement and/or the Lease Agreement and/or the Site and Facility Lease and identified as such to the Trustee in writing.

"Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, as originally entered into or as it may be amended or supplemented pursuant to the provisions thereof, created to provide for the payment of the 2004 Certificates.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the Escrow Agreement, or any successor thereto appointed as escrow bank thereunder in accordance with the provisions thereof.

"Escrow Fund" means the fund by that name created and maintained by the Escrow Bank pursuant to the Escrow Agreement.

"Event of Default" means an event of default under the Lease Agreement.

"Facility" means those certain existing facilities more particularly described in the Site and Facility Lease and in the Lease Agreement.

"Federal Securities" means (a) Cash (insured at all times by the Federal Deposit Insurance Corporation), and (b) obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including: (i) United States treasury obligations, (ii) all direct or fully guaranteed obligations, (iii) Farmers Home Administration, (iv) General Services Administration, (v) Guaranteed Title XI financing, (vi) Government National Mortgage Association (GNMA), and (vi) State and Local Government Series.

"Financial Guaranty Insurance Policy" means the financial guaranty insurance policy issued by the Financial Guaranty Insurer guaranteeing the payment, when due, of the principal and interest with respect to the Certificates.

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"*Financial Guaranty Insurer*" means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

"*Fiscal Year*" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the District as its fiscal year.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"*Information Services*" means Financial Information, Inc.'s "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, NJ 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, NY 10006; Moody's "Municipal and Government," 5250 77 Center Drive, Suite 150, Charlotte, NC 28217, Attention: Municipal News Reports; and S&P's "Called Bond Record," 25 Broadway, 3rd Floor, New York, NY 10004; or to such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Certificates.

"*Insurance and Condemnation Fund*" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"*Interest Payment Date*" means the first (1st) day of each February and August, commencing February 1, 2009, so long as any Certificates are Outstanding.

"*Lease Agreement*" means that certain agreement for the lease of the Property by the Corporation to the District, dated as of September 1, 2008, together with any duly authorized and executed amendments thereto.

"*Lease Payment Date*" means the fifteenth (15th) day of January and July in each year during the Term of the Lease Agreement, commencing January 15, 2009.

"*Lease Payment Fund*" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"*Lease Payments*" means a portion of the total payments required to be paid by the District pursuant to the Lease Agreement, including any prepayment thereof pursuant to the Lease Agreement, which payments consist of an interest component and a principal component, as set forth in the Lease Agreement.

"*Moody's*" means Moody's Investors Service, New York, New York, or its successors.

"*Net Proceeds*," when used with respect to insurance or condemnation proceeds, means any insurance proceeds or condemnation award paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Original Purchaser*" means the first purchaser of the Certificates upon their delivery by the Trustee on the Closing Date.

"*Outstanding*," when used as of any particular time with respect to Certificates, means (subject to the provisions of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except -

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for the payment or redemption of which funds or Defeasance Obligations in the necessary amount shall have theretofore been deposited with the Trustee or an escrow holder (whether upon or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the

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Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement.

"*Owner*" or "*Certificate Owner*" or "*Owner of a Certificate*," or any similar term, when used with respect to a Certificate means the person in whose name such Certificate shall be registered on the Registration Books.

"*Participating Underwriter*" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"*Permitted Encumbrances*" means, as of any particular time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of the Lease Agreement, permit to remain unpaid; (b) the Assignment Agreement; (c) the Site and Facility Lease; (d) the Lease Agreement; (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (f) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District certifies in writing will not materially impair the use of the Property; and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of the Lease Agreement and to which the Corporation, the Financial Guaranty Insurer and the District agree in writing consent in writing do not reduce the value of the Property.

"*Permitted Investments*" means any of the following:

(a) Federal Securities;

(b) Federal Housing Administration debentures;

(c) The following listed obligations government-sponsored agencies which are <u>not</u> backed by the full faith and credit of the United States of America:

(i) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(ii) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes,

(iii) Federal Home Loan Banks (FHL Banks) consolidated debt obligations, and

(iv) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(d) Unsecured certificates of deposit, time deposits, and bankers" acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's;

(e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million;

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

(g) Money market funds rated "Aam" by S&P, or better and, if rated by Moody's, rated "Aa2" or better.

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(h) "State Obligations," which means:

(i) Direct general obligations of any state of the United States of America or any subdivision of agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1" by S&P and "MIG-1" by Moody's, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's;

(i) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report"),

(iv) the case of U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations

(v) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report, and

(vi) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with:

(i) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and "A3" by Moody's, or

(ii) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and "A3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation, or

(iii) any other entity rated at least "A-" by S&P and "A3" by Moody's and acceptable to the Financial Guaranty Insurer (each an "Eligible Provider"), provided that:

(A) (1) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (2) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal

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when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"),

(B) the trustee or a third party acting solely as agent therefore or for the issuer (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market,

(C) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Financial Guaranty Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral,

(D) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Financial Guaranty Insurer,

(E) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof,

(F) the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, notify the District, the Trustee and the Financial Guaranty Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (1) provide a written guarantee acceptable to the Financial Guaranty Insurer, (2) post Eligible Collateral, or (3) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the issuer or the Trustee;

(k) Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, or the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Financial Guaranty Insurer (each an "Eligible Provider"); provided that:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) with respect to the Certificates,

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days" prior notice; the issuer and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid,

(iii) the provider shall send monthly reports to the Trustee, the District and the Financial Guaranty Insurer setting forth the balance the District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider,

(iv) the investment agreement shall state that it is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors,

(v) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Financial Guaranty Insurer,

(vi) the District, the Trustee and the Financial Guaranty Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms,

(vii) the issuer, the Trustee and the Financial Guaranty Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (ii) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (iii) any judgment rendered by a court in the United States would be recognized and enforceable in such country,

(viii) the investment agreement shall provide that if during its term:

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Financial Guaranty Insurer, (ii) post Eligible Collateral with the Issuer, the trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the issuer or the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the issuer or trustee,

(ix) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the trustee, the issuer and the Financial Guaranty Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral,

(x) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof, and

(xi) the investment agreement must provide that if during its term: (i) the provided shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the issuer of the trustee (who shall give such direction if so directed by the Financial Guaranty Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the issuer or trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the issuer or trustee, as appropriate.

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(l) The Local Agency Investment Fund of the State, created pursuant to section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

(m) other forms of investments (including repurchase agreements) approved in writing by the Financial Guaranty Insurer.

"Principal Corporate Trust Office" means the corporate trust office of the Trustee located at One California Street, Suite 2100, San Francisco, California; *provided however,* that for purposes of redemption, payment, cancellation, surrender, exchange or transfer of Certificates such term means the corporate trust office of the Trustee in St. Paul, Minnesota or any other such location so designated by the Trustee.

"Proceeds," when used with reference to the Certificates, means the face amount of the Certificates, plus accrued interest and original issue premium, if any, less original issue discount, if any.

"Property" means, collectively, the Site and the Facility.

"Rating Category" means, with respect to any Permitted Investment, one of the generic categories of rating by Moody's applicable to such Permitted Investment, without regard to any refinement or graduation of such rating category by a plus or minus sign or a numeral.

"Registration Books" means the records maintained by the Trustee pursuant to the Trust Agreement for registration of the ownership and transfer of ownership of the Certificates.

"Regular Record Date" means the close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

"Rental Period" means each twelve-month period during the Term of the Lease Agreement commencing on August 2 in any year and ending on August 1 in the next succeeding year; *provided, however,* that the first Rental Period shall commence on the Closing Date and shall end on August 1, 2009.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"Reserve Fund Financial Guaranty Insurance Policy" means the financial guaranty insurance policy issued by the Financial Guaranty Insurer for deposit in the Reserve Fund, in an amount equal to the Reserve Requirement.

"Reserve Requirement" means an amount equal to the least of maximum annual Lease Payments, 125% of average annual Lease Payments, and 10% of the principal amount of the Certificates, which amount shall be $_____ on the Closing Date; *provided, however,* that if the Certificates are partially refunded, such amount shall be reduced to an amount equal to the maximum annual Lease Payments relating to the Certificates not so refunded, as specified in a certificate of a District Representative delivered to the Trustee. On the Closing Date, the Reserve Requirement will be satisfied by the deposit in the Reserve Fund of the Reserve Fund Financial Guaranty Insurance Policy.

"S&P" means Standard & Poor's Credit Market Services, a division of The McGraw-Hill Companies, Inc., New York, New York, or its successors.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attention: Call Notification Department; or to such other addresses and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Certificates.

"Site" means that certain real property more particularly described in the Site and Facility Lease and in the Lease Agreement.

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"Site and Facility Lease" means the Site and Facility Lease, dated as of September 1, 2008, by and between the District, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Term of the Lease Agreement" means the time during which the Lease Agreement is in effect, as provided in the Lease Agreement.

"Trust Agreement" means the Trust Agreement, dated as of September 1, 2008, by and among the District, the Corporation and the Trustee, together with any duly authorized amendments thereto.

"Trustee" means U.S. Bank National Association, or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"2004 Certificates" means the $35,000,000 Western Placer School District Adjustable Rate Certificates of Participation (School Facilities Project), Series 2004A, representing undivided proportional interests of the owners thereof in base rental payments to be made by the District as the rental for certain property pursuant to a lease agreement with the California Public School District Financing Authority, currently outstanding in the principal amount of $31,390,000.

"2004 Trustee" means U.S. Bank National Association, as trustee for the 2004 Certificates.

SITE AND FACILITY LEASE

The Site and Facility Lease is entered into between the District and the Corporation. The District agrees to lease the Site and the Facility to the Corporation for a term continuous with the term of the Lease Agreement. The District and the Corporation agree that the lease to the Corporation of the District's right, title and interest in the Site and the Facility pursuant to the Site and Facility Lease serves the public purposes of the District by enabling the Corporation to lease the Site and Facility back to the District.

LEASE AGREEMENT

Deposit of Money

On the Closing Date, the Corporation shall cause to be deposited with the Trustee the proceeds of sale of the Certificates, net of amounts paid by the Original Purchaser to the Financial Guaranty Insurer as an accommodation to the District for the premiums relating to the Financial Guaranty Insurance Policy and to the Reserve Fund Financial Guaranty Insurance Policy. Amounts estimated to be required to pay Delivery Costs shall be deposited in the Delivery Costs Fund and the remaining balance of said amount required to refund the 2004 Certificates shall be transferred to the Escrow Bank for deposit in the Escrow Fund.

Payment of Delivery Costs

Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with the Trust Agreement.

Lease

The Corporation leases the Property to the District, and the District leases the Property from the Corporation, upon the terms and conditions set forth in the Lease Agreement. The leasing of the Property by the District to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the District's leasehold estate pursuant to the Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

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Term of Agreement; Possession

The Term of the Lease Agreement shall commence on the Closing Date, and shall end on August 1, 2047, unless such term is extended. If, on August 1, 2047, the Trust Agreement shall not be discharged by its terms or if the Lease Payments payable under the Lease Agreement shall have been abated at any time and for any reason, then the Term of the Lease Agreement shall be extended without the need to execute any amendment to the Lease Agreement until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the Term of the Lease Agreement extend beyond August 1, 2057. If, prior to August 1, 2047, the Trust Agreement shall be discharged by its terms, the Term of the Lease Agreement shall thereupon end. The Trustee shall notify the Corporation of the termination of the Lease Agreement pursuant to the Trust Agreement.

Notwithstanding the foregoing, but subject to the provisions of the prior paragraph, the Term of the Lease Agreement shall not end so long as any amounts are owed to the Financial Guaranty Insurer with respect to the Financial Guaranty Insurance Policy or with respect to the Reserve Fund Financial Guaranty Insurance Policy.

The District agrees to accept and take possession of the Property on or prior to the date of recordation of the Lease Agreement. The first Lease Payment shall be due on January 15, 2009.

Lease Payments

Obligation to Pay. The District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in the Lease Agreement, to be due and payable on the respective Lease Payment Dates specified in the Lease Agreement. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole and other than amounts required for payment of Certificates not yet surrendered) shall be credited towards the Lease Payment then due and payable; and no Lease Payment need be made on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid. The Lease Payments for the Property payable in any Rental Period shall be for the use of the Property for such Rental Period.

Effect of Prepayment. In the event that the District prepays all remaining Lease Payments and all additional payments due under the Lease Agreement in full, the District's obligations under the Lease Agreement shall thereupon cease and terminate including, but not limited to, the District's obligation to pay Lease Payments under the Lease Agreement; subject however, to the provisions of the Lease Agreement in the case of prepayment by application of a security deposit. In the event that the District optionally prepays the Lease Payments in part but not in whole, such prepayment shall be credited entirely towards the prepayment of the Lease Payments as follows: (i) the principal components of each remaining such Lease Payments shall be reduced in such order as shall be selected by the District in integral multiples of $5,000; and (ii) the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates redeemed pursuant to the Trust Agreement.

Rate on Overdue Payments. In the event the District should fail to make any of the payments required in the Lease Agreement, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum payable with respect to the Certificates. Such interest, if received, shall be deposited in the Lease Payment Fund or in the Reserve Fund to replenish the Reserve Fund if withdrawals were made therefrom as a result of the default.

Fair Rental Value. The Lease Payments for each Rental Period shall constitute the total rental for the Property for each such Rental Period and shall be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Property during each Rental Period. The parties to the Lease Agreement have agreed and determined that the total Lease Payments represent the fair rental value of the Property. In making such

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determination, consideration has been given to the obligations of the parties under the Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public.

Source of Payments; Budget and Appropriation. Lease Payments shall be payable from any source of available funds of the District. The District covenants to take such action as may be necessary to include all Lease Payments due under the Lease Agreement in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and for additional payments due under the Lease Agreement. To that end, the Board of Trustees shall direct budgetary staff to include in each annual budget proposal to the Board of Trustees an appropriation sufficient to pay Lease Payments and Additional Payments. The District expresses its present intent to appropriate Lease Payments and additional payments due under the Lease Agreement during the Term of the Lease Agreement. The covenants on the part of the District contained in the Lease Agreement shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in the Lease Agreement agreed to be carried out and performed by the District.

The Finance Director and all other officers charged with the duty of preparing and submitting the annual budget of the District to the Board of Trustees are hereby irrevocably directed, following any draw on the Reserve Fund Financial Guaranty Insurance Policy because the value of the Property has been reduced below the total unpaid principal component of Lease Payments and the County is permitted to pay less than the total scheduled Lease Payment (an "Abatement Period"), to include in the proposed budget and to request that the Board of Trustees include in the final approved budget, and thereby appropriate, any amounts necessary to reinstate the Reserve Fund Financial Guaranty Insurance Policy, including interest due and any other amounts payable to the Financial Guaranty Insurer (collectively, the "Reinstatement Amount"). Such officers shall use their best efforts to obtain such appropriations.

The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year following any Abatement Period so long as reimbursement amounts are owed to the Financial Guaranty Insurer. Failure by the Finance Director and other officers to request such inclusion and appropriation shall constitute an Event of Default under the Lease Agreement and the Financial Guaranty Insurer may exercise remedies accordingly.

The decision of the Board of Trustees as to whether or not to approve and appropriate any Reinstatement Amount in any given Fiscal Year during any Abatement Period is in the sound discretion of the Board of Trustees; the failure of the Board of Trustees to approve and appropriate the Reinstatement Amount in any given Fiscal Year during any Abatement Period shall not constitute an Event of Default under the Lease Agreement or under the Trust Agreement.

Assignment. The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates, and the District assents to such assignment. The Corporation directs the District, and the District agrees to pay to the Trustee at the Principal Corporate Trust Office, all payments payable by the District pursuant to the Lease Agreement.

Additional Payments

In addition to the Lease Payments, the District shall pay when due the following additional payments:

(a) Any fees and expenses incurred by the District in connection with or by reason of its leasehold estate in the Property as and when the same become due and payable;

(b) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other

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disbursements incurred in and about the performance of its powers and duties under the Trust Agreement;

(c) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the District, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Lease Agreement or the Trust Agreement;

(d) Any reasonable out-of-pocket expenses of the District in connection with the execution and delivery of the Lease Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving the Lease Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.

(e) The District agrees to pay or reimburse the Financial Guaranty Insurer, to the extent permitted by law, (i) for all amounts paid by the Financial Guaranty Insurer under the terms of the Financial Guaranty Insurance Policy, and (ii) any and all charges, fees, costs and expenses which the Financial Guaranty Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (A) any accounts established to facilitate payments under the Financial Guaranty Insurance Policy, (B) the administration, enforcement, defense or preservation of any rights in respect the Lease Agreement or the Trust Agreement, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the District or any affiliate thereof) relating to the Lease Agreement or the Trust Agreement, any party to the Lease Agreement or the Trust Agreement or the transactions contemplated by the Lease Agreement or the Trust Agreement, (C) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Lease Agreement or the Trust Agreement, or the pursuit of any remedies under the Lease Agreement or the Trust Agreement, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (D) any amendment, waiver or other action with respect to, or related to, the Lease Agreement or the Trust Agreement whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Financial Guaranty Insurer spent in connection with the actions described in clauses (B) through (D) above. In addition, the Financial Guaranty Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Lease Agreement or the Trust Agreement. The District will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JP Morgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Financial Guaranty Insurer shall specify.

(f) In addition to any and all rights of reimbursement, subrogation and any other rights pursuant to the Lease Agreement or under law or in equity, the District agrees to pay or reimburse the Financial Guaranty Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Financial Guaranty Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Financial Guaranty Insurer within the meaning of either section 15 of the Securities Act of 1933, as amended, or section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Lease Agreement or the Trust Agreement by reason of:

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(i) any omission or action (other than of or by the Financial Guaranty Insurer) in connection with the offering, execution, sale or delivery of the Certificates;

(ii) the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the District or the District in connection with any transaction arising from or relating to the Lease Agreement or the Trust Agreement;

(iii) the violation by the District of any law, rule or regulation, or any judgment, order or decree applicable to it;

(iv) the breach by the District of any representation, warranty or covenant under the Lease Agreement or the Trust Agreement or the occurrence, in respect of the District, under the Lease Agreement or the Trust Agreement of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or

(v) any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Certificates or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Financial Guaranty Insurer in writing expressly for use therein.

Title

During the Term of the Lease Agreement, the Corporation shall hold leasehold title to the Property and shall hold fee title to those portions of the Property which are newly acquired or constructed and any and all additions which comprise fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the District at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the District pursuant to the Lease Agreement.

If the District prepays the Lease Payments in full or makes the security deposit permitted by the Lease Agreement, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable, all right, title and interest of the Corporation in and to the Property shall be terminated. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

Maintenance, Utilities, Taxes and Assessments

Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the District and the District shall pay, or otherwise arrange, for the payment of all utility services supplied to the Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments, the Corporation agrees to provide only the Property. The District waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of the Lease Agreement.

The District shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes,

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assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Financial Guaranty Insurer shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The District shall provide the Corporation and the Financial Guaranty Insurer with written notice of any such contest and shall provide such updates on the contest as the Corporation or the Financial Guaranty Insurer may reasonably request.

Modification of Property

The District shall, at its own expense, have the right to remodel the Property or to make additions, modifications and improvements to the Property. All additions, modifications and improvements to the Property shall thereafter comprise part of the Property and be subject to the provisions of the Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto pursuant to the Lease Agreement, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District pursuant to the Lease Agreement; provided that if any such lien is established and the District shall first notify the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

Insurance

Public Liability and Property Damage Insurance. The District shall maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the District and the Trustee and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained through a joint exercise of powers authority created for such purpose or, with the prior written consent of the Financial Guaranty Insurer, in the form of self-insurance by the District. Said policy or policies shall provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $100,000 (subject to a deductible clause of not to exceed $5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District and may be maintained in the form of insurance maintained through a joint exercise of powers authority created for such purpose or, with the prior written consent of the Financial Guaranty Insurer, in the form of self-insurance by the District. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Fire and Extended Coverage Insurance; No Earthquake Insurance. The District shall maintain, or cause to be maintained throughout the Term of the Lease Agreement, insurance against loss or damage to any part of the Property constituting structures, if any, by fire and lightning, with extended coverage and

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vandalism and malicious mischief insurance; *provided, however*, that the District shall not be required to maintain earthquake insurance with respect to the Property. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of such portion of the Property, if any. Such insurance may be subject to deductible clauses of not to exceed $100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and, with the prior consent of the Financial Guaranty Insurer, may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The Net Proceeds of such insurance shall be applied as provided in the Lease Agreement. The District may not satisfy the requirements of the Lease Agreement for fire and extended coverage insurance with self-insurance except with the prior written consent of the Financial Guaranty Insurer.

Rental Interruption Insurance. The District shall maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement as a result of any of the hazards covered in the insurance required by the Lease Agreement, if any, in an amount at least equal to two times maximum annual Lease Payments. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Lease Payment Fund and shall be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Such insurance may be maintained as part of or in conjunction with any other insurance carried by the District and, with the prior consent of the Financial Guaranty Insurer, may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The District may not satisfy the requirements of the Lease Agreement for rental interruption insurance with self-insurance, except with the prior written consent of the Financial Guaranty Insurer.

Title Insurance. The District shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, an CLTA title insurance policy in the amount of not less than the principal amount of the Certificates, insuring the District's leasehold estate in the Property, subject only to Permitted Encumbrances. A copy of such policy shall be delivered to the Financial Guaranty Insurer.

Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by the Lease Agreement shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required under the Lease Agreement, shall name the Trustee and the Financial Guaranty Insurer as additional insureds and shall be applied as provided in the Lease Agreement. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company unless waived by the Financial Guaranty Insurer. The District shall pay or cause to be paid when due the premiums for all insurance policies required by the Lease Agreement. Notice of cancellation of any such policy shall be filed with the Financial Guaranty Insurer. The Trustee shall not be responsible for the sufficiency of any insurance required in the Lease Agreement, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The District shall cause to be delivered annually on or before each September 1 to the Trustee and the Financial Guaranty Insurer a certification, signed by a District Representative, stating compliance with the provisions of the Lease Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The District shall have the adequacy of any insurance reserves maintained by the District or by a joint exercise of powers authority, if applicable, for purposes of the insurance required by the Lease Agreement reviewed at least annually, on or before each September 1, by an independent insurance consultant and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Tax Covenants

Private Activity Bond Limitation. The District shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Lease Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

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Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Lease Agreement.

No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Lease Agreement to be "arbitrage bonds" within the meaning of section 148 of the Code.

Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

No Condemnation

The District covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District should fall or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if the Certificates are then subject to redemption, the principal and interest components of the Certificates Outstanding through the date of their redemption, or (ii) if the Certificates are not then subject to redemption, the amount necessary to defease the Certificates to the first available redemption date in accordance with the Trust Agreement.

Eminent Domain

If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) the Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments, in an amount to be agreed upon by the District and the Corporation and communicated to the Trustee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property, except to the extent of special funds, such as amounts in the Reserve Fund available for the payment of Lease Payments.

Application of Net Proceeds

From Insurance Award. The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Property constituting structures, if any, by fire or other casualty shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund held by the Trustee and applied as set forth in the Trust Agreement.

From Eminent Domain Award. The Net Proceeds of any eminent domain award shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in the Trust Agreement.

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From Title Insurance. The Net Proceeds of any title insurance award shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in the Trust Agreement.

Abatement of Lease Payments in the Event of Damage or Destruction

Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the District of the Property or any portion thereof to the extent to be agreed upon by the District and the Corporation and communicated by a District Representative to the Trustee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in the Lease Agreement, unless such unpaid amounts are determined, upon consultation with the Financial Guaranty Insurer, to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon the opinion of an MAI appraiser with expertise in valuing such properties, or other appropriate method of valuation approved by the Financial Guaranty Insurer, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as communicated by a District Representative to the Trustee. In the event of any such damage or destruction, the Lease Agreement shall continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund, if cash funded, and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated, it being declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

Access to the Property

The District agrees that the Corporation and any Corporation Representative, and the Corporation's successors or assigns, and the Financial Guaranty Insurer shall have the right at all reasonable times to enter upon and to examine and inspect the Property. The District further agrees that the Corporation, any Corporation Representative, and the Corporation's successors or assigns and the Financial Guaranty Insurer shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations under the Lease Agreement.

Release and Indemnification Covenants

The District shall and agrees to indemnify and save the Corporation and the Trustee and their officers, agents, directors, employees, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under the Lease Agreement or the Trust Agreement, (iii) any act or omission of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the District with respect to the Property, or (v) the authorization of payment of the Delivery Costs. Such indemnification shall include the costs and expenses of defending any claim or liability arising under the Lease Agreement or the Trust Agreement and the transactions contemplated thereby. No indemnification is made in the Lease Agreement for willful misconduct, negligence or breach of duty under the Lease Agreement by the Corporation, its officers, agents, directors, employees, successors or assigns.

Assignment by the Corporation

The Corporation's rights under the Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the District under the Lease Agreement, have been assigned to the Trustee pursuant to the Assignment Agreement.

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Assignment and Subleasing by the District

The Lease Agreement may not be assigned by the District. The District may sublease the Property or any portion thereof, but only with the written consent of the Corporation and the Financial Guaranty Insurer and subject to, and delivery to the Corporation and the Financial Guaranty Insurer of a certificate as to, all of the following conditions:

(a) The Lease Agreement and the obligation of the District to make Lease Payments shall remain obligations of the District;

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Trustee and the Financial Guaranty Insurer a true and complete copy of such sublease;

(c) No such sublease by the District shall cause the Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and

(d) The District shall furnish the Corporation, the Trustee and the Financial Guaranty Insurer with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

Amendment of Lease Agreement

Substitution of Site or Facility. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility or substitute Facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the District shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) If a substitution of the Site, the District shall file with the Corporation, the Trustee and the Financial Guaranty Insurer an amended the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(ii) If a substitution of the Site, the District shall file with the Corporation, the Trustee and the Financial Guaranty Insurer an amended Lease Agreement which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(iii) If a substitution of the Facility, the District shall file with the Corporation, the Trustee and the Financial Guaranty Insurer an amended Site and Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(iv) If a substitution of the Facility, the District shall file with the Corporation, the Trustee and the Financial Guaranty Insurer an amended Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(v) The District shall certify in writing to the Corporation, the Trustee and the Financial Guaranty Insurer that such Substitute Site and/or Substitute Facility serve the purposes of the District, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the District is permitted to lease under the laws of the State;

(vi) The District delivers to the Trustee, the Corporation and the Financial Guaranty Insurer evidence that the value of the Property following such substitution is equal or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to he Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;

(vii) The Substitute Site and/or Substitute Facility shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement;

(viii) The District shall obtain an amendment to the title insurance policy required pursuant to the Lease Agreement which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;

(ix) The District shall certify that the Substitute Site and/or the Substitute Facility is of the same or greater essentiality to the District as was the Former Site and/or the Former Facility;

(x) The District shall provide notice of the substitution to any rating agency then rating the Certificates;

(xi) The District shall furnish the Corporation and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes; and

(xii) The Financial Guaranty Insurer shall provide written consent to such substitution.

Release of Site. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The District shall file with the Corporation, the Trustee and the Financial Guaranty Insurer an amended Site and Facility Lease which describes the Site, as revised by such release;

(ii) The District delivers to the Trustee, the Corporation and the Financial Guaranty Insurer evidence that the value of the Site, as revised by such release, is equal or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to the Trust Agreement applies with respect to the Site, as revised by such release;

(iii) Such release shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement;

(iv) The District shall obtain an amendment to the title insurance policy required pursuant to the Lease Agreement which describes the Site, as revised by such release;

(v) The District shall provide notice of the release to any rating agency then rating the Certificates; and

(vi) The Financial Guaranty Insurer shall provide written consent to such substitution.

Generally. The Corporation and the District may at any time amend or modify any of the provisions of this Lease Agreement, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, or (b) without the consent of any of the Owners, but with the prior written consent of the Financial Guaranty Insurer, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the Corporation and the District may deem necessary or desirable, provided that,

in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Certificates under the Code, in the opinion of Bond Counsel.

Events of Default and Remedies

Events of Default. The following shall be "events of default" under the Lease Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in the Lease Agreement, any one or more of the following events:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid at the time specified.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Lease Agreement or under the Trust Agreement, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, the Financial Guaranty Insurer or the Owners of not less than five percent (5%) in aggregate principal amount of Certificates then outstanding; *provided, however,* if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee, the Financial Guaranty Insurer and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected; *provided further, however,* that no grace period for a covenant default shall be extended for more than 60 days, without the prior written consent of the Financial Guaranty Insurer.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

Remedies on Default. The Trustee, acting at the direction of the Financial Guaranty Insurer, shall have the right to re-enter and re-let the Property and to terminate the Lease Agreement. The Financial Guaranty Insurer shall have the right to control all remedies for default under both the Lease Agreement and the Trust Agreement.

Whenever any Event of Default shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; *provided, however,* that notwithstanding anything in the Lease Agreement or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant in the Lease Agreement to be kept and performed by the District is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate the Lease Agreement; provided, that no such termination shall be effected either by operation of law or acts of the parties to the Lease Agreement, except only in the manner expressly provided in the Lease Agreement. In the event of such default and notwithstanding any re-entry by the Corporation, the District shall, as expressly provided in the Lease Agreement, continue to remain liable for the payment of the Lease Payments and/or damages for breach of the Lease Agreement and the performance of all conditions therein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as provided in the Lease Agreement, to wit:

(a) In the event the Corporation does not elect to terminate the Lease Agreement in the manner hereinafter provided for in paragraph (b) below, the District agrees to and shall remain liable for the

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payment of all Lease Payments and the performance of all conditions contained in the Lease Agreement and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of the Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The District irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Property in the event of default by the District in the performance of any covenants contained in the Lease Agreement to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place within Riverside County, for the account of and at the expense of the District, and the District exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions contained in the Lease Agreement. The District waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as provided in the Lease Agreement and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property. The District agrees that the terms of the Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of the Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of the Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate the Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) below.

(b) In an Event of Default, the Corporation at its option may terminate the Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of the Lease Agreement by the Corporation at its option and in the manner provided in the Lease Agreement on account of default by the District (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is provided in the Lease Agreement in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate the Lease Agreement, and no termination of the Lease Agreement on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate the Lease Agreement. The District covenants and agrees that no surrender of the Property and/or of the remainder of the Term of the Lease Agreement or any termination of the Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

No Remedy Exclusive. No remedy is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in the Lease Agreement, it shall not be necessary to give any notice, other than such notice as may be required in the Lease Agreement or by law.

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Security Deposit

Notwithstanding any other provision of the Lease Agreement, the District may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Trustee or an escrow holder under an escrow deposit and trust agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which, together with amounts on deposit in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in the Lease Agreement, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Financial Guaranty Insurer), together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations or cash then on deposit and interest earnings thereon in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates; or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a District Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such District Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Financial Guaranty Insurer), be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid District Representative's certificate.

In the event of a deposit pursuant as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Trustee and the Financial Guaranty Insurer, all obligations of the District under the Lease Agreement shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all payments from the deposit made by the District and the obligations of the District pursuant to the Lease Agreement and title to the Property shall vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the District for the Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Property in accordance with the provisions of the Lease Agreement. In addition, the Corporation appoints the District as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Property in the District.

Prepayment

Optional Prepayment. The Corporation grants an option to the District to prepay the principal component of the Lease Payments in full, by paying the aggregate unpaid principal components of the Lease Payments, or in part, in a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Said option may be exercised with respect to Lease Payments due on and after August 15, 2010, in whole or in part on any date, commencing August 15, 2009. Said option shall be exercised by the District by giving written notice to the Corporation and the Trustee of the exercise of such option at least forty-five (45) days prior to said prepayment date. In the event of prepayment in part, the partial prepayment shall be applied against Lease Payments in such order of payment date as shall be selected by the District. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in the Lease Agreement taking into account said partial prepayment. The Trustee agrees to notify the Corporation in the event of any prepayment of Lease Payments, as provided in the Trust Agreement.

Notwithstanding the foregoing, the District shall not be permitted to prepay any Lease Payments if any amounts are owed to the Financial Guaranty Insurer with respect to the Financial Guaranty Insurance Policy or the Reserve Fund Financial Guaranty Insurance Policy.

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Mandatory Prepayment From Net Proceeds of Insurance, Title Insurance or Eminent Domain. The District shall be obligated to prepay the Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Payment Fund for such purpose. The District and the Corporation agree that such Net Proceeds shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the District's obligations under the Lease Agreement. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in the Lease Agreement taking into account said partial prepayment.

Information to be Given to the Financial Guaranty Insurer

The District shall provide the Financial Guaranty Insurer with the following information:

(a) Within 120 days after the end of each Fiscal Year, the budget for the succeeding year, annual audited financial statements, and a statement of the amount on deposit in the Reserve Fund as of the last valuation, together with a certificate that no Event of Default has occurred or is continuing;

(b) The official statement or other disclosure document, if any, prepared in connection with the issuance of obligations payable from the District's General Fund;

(c) Any partial or full abatement of the Lease Payment;

(d) Any failure to budget and appropriate Lease Payments;

(e) Any draw on the Reserve Fund; and

(f) such other information as the Financial Guaranty Insurer may reasonably request from time to time.

The District will permit the Financial Guaranty Insurer to discuss the affairs, finances and accounts of the District or any information the Financial Guaranty Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the District, and will use best efforts to enable the Financial Guaranty Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.

Any reorganization or liquidation plan with respect to the District must be acceptable to the Financial Guaranty Insurer. In the event of any reorganization or liquidation, the Financial Guaranty Insurer shall have the right to vote on behalf of all Owners who hold Certificate guaranteed by the Financial Guaranty Insurer, absent a default by the Financial Guaranty Insurer under the Financial Guaranty Insurance Policy.

ASSIGNMENT AGREEMENT

The Assignment Agreement is entered into between the Corporation and the Trustee, pursuant to which the Corporation assigns and transfers to the Trustee, for the benefit of the Owners, certain of the rights of the Corporation under the Lease Agreement, including the right to receive Lease Payments under the Lease Agreement and the rights and remedies of the Corporation under the Lease Agreement to enforce payment of Lease Payments or otherwise to protect and enforce the Lease Agreement in the event of default by the County. Certain rights of the Corporation to payment of advances, indemnification and attorneys' fees and expenses are not assigned.

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Delivery Costs Fund; Payment of Delivery Costs

There shall be deposited in the Delivery Costs Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to the Trust Agreement and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

The moneys in the Delivery Costs Fund shall be disbursed by the Trustee to pay the Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee on receipt of a sequentially numbered requisition, signed by a District Representative.

The Trustee shall be responsible for the safekeeping and investment (in accordance with the Trust Agreement) of the moneys held in the Delivery Costs Fund and the payment thereof in accordance with the Trust Agreement, but the Trustee shall not be responsible for the truth or accuracy of such requisitions, may rely conclusively thereon and shall be under no duty to investigate or verify any statements made therein.

Upon written notice from a District Representative that all Delivery Costs have been paid, the Trustee shall transfer any moneys then remaining in the Delivery Costs Fund to the Lease Payment Fund and applied for the purposes of such fund, the Delivery Costs Fund shall be closed, the Trustee shall no longer be obligated to make payments for Delivery Costs and all further Delivery Costs shall be paid by the District.

Assignment of Rights in Lease Agreement

The Corporation has, in the Assignment Agreement, transferred, assigned and set over to the Trustee certain of its rights but none of its obligations set forth in the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect Lease Payments and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease Agreement or pursuant to the Trust Agreement. All Lease Payments and such other amounts to which the Corporation may at any time be entitled shall be paid directly to the Trustee and all of the Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments and such other amounts shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund.

Lease Payment Fund

All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement.

There shall be deposited in the Lease Payment Fund all Lease Payments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to the Trust Agreement or the Lease Agreement, and any other moneys required to be deposited therein pursuant to the Lease Agreement or the Trust Agreement.

All amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest with respect to the Certificates as the same shall become due and payable in accordance with the provisions of the Trust Agreement.

Any surplus remaining in the Lease Payment Fund after redemption and/or payment of all Certificates, including accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee and payment of any amounts owed to the Financial Guaranty Insurer, shall be withdrawn by the Trustee and remitted to the District.

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Reserve Fund

All moneys at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates, and applied solely as provided in the Trust Agreement.

The Reserve Fund Financial Guaranty Insurance Policy shall be delivered to the Trustee to fund the Reserve Fund. There shall be deposited in the Reserve Fund any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

As long as the Reserve Fund Financial Guaranty Insurance Policy shall be in full force and effect, the District, the Corporation and the Trustee agree to comply with the following provisions:

(i) The Trustee shall ascertain the necessity for a claim upon the Reserve Fund Financial Guaranty Insurance Policy and shall provide notice to Financial Guaranty Insurer in accordance with the terms of the Reserve Fund Financial Guaranty Insurance Policy at least two (2) Business Days prior to each Interest Payment Date.

(ii) In the event and to the extent that moneys on deposit in the Lease Payment Fund, plus all amounts on deposit in and credited to the Reserve Fund in excess of the amount of the Reserve Fund Financial Guaranty Insurance Policy, are insufficient to pay the amount of principal and interest coming due, then upon one (1) day after receipt by Financial Guaranty Insurer of a demand for payment in accordance with the Reserve Fund Financial Guaranty Insurance Policy (the "Demand for Payment"), duly executed by the Trustee certifying that payment due under the Trust Agreement has not been made to the Trustee, Financial Guaranty Insurer will make a deposit of funds in an account with the Trustee sufficient for the payment to the Trustee of amounts which are then due to the Trustee under the Trust Agreement (as specified in the Demand for Payment) up to but not in excess of the maximum amount of the Reserve Fund Financial Guaranty Insurance Policy.

(iii) The Trustee shall, after submitting to Financial Guaranty Insurer the Demand for Payment as provided in (ii) above, make available to Financial Guaranty Insurer all records relating to the funds and accounts maintained under this Trust Agreement.

(iv) The Trustee shall, upon receipt of moneys received from the draw on the Reserve Fund Financial Guaranty Insurance Policy, as specified in the Demand for Payment, credit the Reserve Fund to the extent of moneys received pursuant to such Demand for Payment.

(v) Repayment of draws, expenses and accrued interest (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to one-twelfth (1/12) of the aggregate of Policy Costs related to such draw. If and to the extent that cash has also been deposited in the Reserve Fund, all such cash shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing under the Reserve Fund Financial Guaranty Insurance Policy, and repayment of any Policy Costs shall be made prior to replenishment of any such cash amounts.

(vi) If the District shall fail to repay any Policy Costs in accordance with the requirements of subparagraph (v) above, Financial Guaranty Insurer shall be entitled to exercise any and all remedies available at law or under the Trust Agreement other than (i) acceleration of the maturity of the Certificates or (ii) remedies which would adversely affect Owners.

(vii) The Trust Agreement shall not be discharged until all Policy Costs owing to Financial Guaranty Insurer shall have been paid in full.

(viii) As security for the Corporation's repayment obligations with respect to the Reserve Fund Financial Guaranty Insurance Policy, the Financial Guaranty Insurer is granted a security interest (subordinate only to that of the Owners and the Trustee as set forth in the Trust Agreement) in all available moneys of the District.

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(ix) The Reserve Fund Financial Guaranty Insurance Policy shall terminate as set forth therein.

The Trustee shall, on or before each May 1 and November 1, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement; *provided, however* that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a District Representative.

If, on any Interest Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent Lease Payments by transferring the amount necessary for this purpose to the Lease Payment Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance.

If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal and interest with respect to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal and interest, the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments, and such moneys shall be distributed to the Owners of Certificates in accordance with the Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Trustee under the Trust Agreement, or upon provision for such payment as provided in the Trust Agreement, shall be withdrawn by the Trustee and paid to the District.

Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award

(a) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the District in the event of any such damage or destruction shall be paid to the Trustee by the District pursuant to the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" to be established by the Trustee when deposits are required to be made therein.

(b) Within ninety (90) days following the date of such deposit, the District shall determine and notify the Trustee in writing of its determination either (i) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the District, or (ii) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property.

(c) In the event the District's determination is as set forth in clause (i) of paragraph (b) above, such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund, applied to the prepayment of Lease Payments pursuant to the Lease Agreement and applied to the redemption of Certificates as provided in the Trust Agreement; *provided, however,* that in the event of damage or destruction of the Property in full, such Net Proceeds may be transferred to the Lease Payment Fund only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to the Lease Agreement, otherwise such Net Proceeds shall be applied to the replacement, repair, restoration, modification or improvement of the Property; *provided further, however,* that in the event of damage or destruction of the Property in part, such Net Proceeds may be transferred to the Lease Payment Fund and applied to the prepayment of Lease Payments only if the resulting Lease Payments represent fair consideration for the remaining portions of the Property, evidenced by a certificate signed by a District Representative and an Corporation Representative.

(d) In the event the District's determination is as set forth in clause (ii) of paragraph (b) above, Net Proceeds deposited in the Insurance and Condemnation Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the District, and disbursed by the Trustee upon receipt of requisitions signed by a District Representative stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and

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(iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the District.

Application of Net Proceeds of Eminent Domain Award

If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to the Lease Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the District has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are not needed for repair or rehabilitation of the Property, the District shall so certify to the Trustee and the Trustee, at the District's written request, shall transfer such proceeds to the Lease Payment Fund to be credited towards the prepayment of the Lease Payments pursuant to the Lease Agreement and applied to the redemption of Certificates in the manner provided in the Trust Agreement.

(b) If the District has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are needed for repair, rehabilitation or replacement of the Property, the District shall so certify to the Trustee and the Trustee, at the District's written request, shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for such repair or rehabilitation, upon the filing with the Trustee of requisitions of the District Representative in the form and containing the provisions set forth in the Trust Agreement. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein.

(c) If (i) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District has given written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease Agreement or (ii) all of the Property shall have been taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments pursuant to the Lease Agreement and applied to the redemption of Certificates in the manner provided in the Trust Agreement.

Application of Net Proceeds of Title Insurance Award

The Net Proceeds from a title insurance award shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to the Lease Agreement and shall be transferred to the Lease Payment Fund to be credited towards the prepayment of Lease Payments required to be paid pursuant to the Lease Agreement and applied to the redemption of Certificates in the manner provided in the Trust Agreement.

Moneys in Funds; Investment

Held in Trust. The moneys and investments held by the Trustee under the Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates and for the purposes specified in the Trust Agreement and such moneys, and any income or interest earned thereon, shall be expended only as provided in the Trust Agreement and shall not be subject to levy, attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the District or any Owner of Certificates.

Investments Authorized. Moneys held by the Trustee under the Trust Agreement shall, upon written order of a District Representative, be invested and reinvested by the Trustee in Permitted Investments. The Trustee may deem all investments directed by a District Representative as Permitted Investments without independent investigation thereof. If a District Representative shall fail to so direct investments, the Trustee shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof. Such investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this the Trust Agreement. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as principal or agent in the making or disposing of any investment and make or dispose of any investment through its investment department or that of an affiliate and shall be entitled to its customary fees therefor. The Trustee is authorized, in making or disposing of any investment permitted by the Trust Agreement, to deal with itself (in its individual capacity) or with one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

Allocation of Earnings. Unless and until otherwise directed by the District to the Trustee in writing, all interest or income received by the Trustee on investment of the Lease Payment Fund shall be retained in the Lease Payment Fund. Amounts retained or deposited in the Lease Payment Fund pursuant to the Trust Agreement shall be applied as a credit against the Lease Payment due by the District pursuant to the Lease Agreement on the Lease Payment Date following the date of deposit. All interest received by the Trustee on investment of the Reserve Fund shall be retained in the Reserve Fund in the event that amounts on deposit in the Reserve Fund are less than the Reserve Requirement. Reserve Fund investments may not have maturities extending beyond five years, except for investment agreements or repurchase agreements approved by the Financial Guaranty Insurer. In the event that amounts then on deposit in the Reserve Fund on the valuation date described in the Trust Agreement equal or exceed the Reserve Requirement, such excess shall be transferred to the Lease Payment Fund. Transfers to the Lease Payment Fund from the Reserve Fund shall be made by the Trustee on or prior to each February 1 and August 1. All interest or income in the Delivery Costs Fund shall be retained in the Delivery Costs Fund until the Delivery Costs Fund is closed pursuant to the Trust Agreement.

Such investments shall be valued by the Trustee as frequently as deemed necessary by the Financial Guaranty Insurer, but not less often than quarterly, at the market value thereof, exclusive of accrued interest. Deficiencies in the amount on deposit in any fund or account resulting from a decline in market value shall be restored no later than the succeeding valuation date. Investments purchased with funds on deposit in the Reserve Fund shall have a term to maturity of not greater than five years.

Amendments

The Trust Agreement and the rights and obligations of the Owners of the Certificates, the Lease Agreement and the rights and obligations of the parties thereto, the Site and Facility Lease and the rights and obligations of the parties thereto and the Assignment Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in the Trust Agreement, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Certificate, or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of a Lease Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in the Trust Agreement.

The Trust Agreement and the rights and obligations of the Owners of the Certificates and the Lease Agreement and the rights and obligations of the respective parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to add to the covenants and agreements of the Corporation or the District, (2) to cure, correct or supplement any ambiguous or defective provision contained therein

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and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates, (3) in regard to questions arising thereunder, as the parties thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Owners of the Certificates; (4) to make such additions, deletions or modifications as may be necessary or appropriate in the opinion of bond counsel to assure the exclusion from gross income for federal income tax purposes of the interest component of Lease Payments and the interest payable with respect to the Certificates, (5) to add to the rights of the Trustee, or (6) to maintain the rating or ratings assigned to the Certificates. Any such supplemental agreement shall become effective upon execution and delivery by the parties thereto, as the case may be.

The Trust Agreement and the Lease Agreement may not be modified or amended at any time by a supplemental agreement which would modify any of the rights and obligations of the Trustee without its written assent thereto.

Certain Covenants

Compliance With and Enforcement of Lease Agreement. The District covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of their respective Lease Agreement by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the District or the Corporation, will deliver the same, or a copy thereof, to the Trustee and the Financial Guaranty Insurer.

Observance of Laws and Regulations. The District and the Corporation will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District or the Corporation, respectively, including its right to exist and carry on business as a public entity, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Budgets. The District shall supply to the Trustee as soon as practicable, but not later than September 15 in each year, a written determination by a District Representative that the District has made adequate provision in its annual budget for the payment of Lease Payments due under the Lease Agreement in the Fiscal Year covered by such budget. The determination given by the District to the Trustee shall be that the amounts so budgeted are fully adequate for the payment of all Lease Payments and Additional Payments due under the Lease Agreement in the annual period covered by such budget.

Continuing Disclosure. The District covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may, upon payment of its fees and expenses, including counsel fees, and receipt of indemnity satisfactory to it, at the request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Certificates, shall or any holder or beneficial owner of the Certificates may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Limitation of Liability

Limited Liability of District. Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in the Lease Agreement and the Trust Agreement, the District shall have no pecuniary

obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth in the Trust Agreement.

No Liability of District or Corporation for Trustee Performance. Neither the District nor the Corporation shall have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement.

Indemnification of Trustee. The District shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors, affiliates and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses (including allocated costs of internal counsel), arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property by the Corporation or the District, (ii) any breach or default on the part of the Corporation or the District the performance of any of their respective obligations under the Lease Agreement, the Assignment Agreement, the Trust Agreement and any other agreement made and entered into for purposes of the Property, (iii) any act of the Corporation or the District or of any of their respective agents, contractors, servants, employees, licensees with respect to the Property, (iv) any act of any assignee of, or purchaser from the Corporation or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Property, (v) the authorization of payment of Delivery Costs, (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Property by the Corporation or the District including, without limitation, the use, storage, presence, disposal or release of any Hazardous Substances on or about the Property, (vii) the Trustee's exercise and performance of its powers and duties under the Trust Agreement or as assigned to it under the Assignment Agreement, (viii) the offering and sale of the Certificates; (ix) the presence under or about or release from the Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, local or federal law, or the violation of any such law by the District; or (x) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, in any official statement or other offering document utilized in connection with the sale of the Certificates. Such indemnification shall include the costs and expenses of defending against any claim or liability arising under the Trust Agreement. No indemnification will be made under the Trust Agreement for willful misconduct or negligence under the Trust Agreement by the Trustee, its officers, affiliates or employees. The District's obligations under the Trust Agreement shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trustee.

Assignment of Rights; Remedies. Pursuant to the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee certain of the Corporation's rights in and to the Lease Agreement, including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, with the consent of the Financial Guaranty Insurer and shall at the written direction of the Financial Guaranty Insurer, and shall upon request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, with the consent of the Financial Guaranty Insurer, and upon payment of its fees and expenses, including counsel fees, and being indemnified to its satisfaction therefor shall, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; *provided, however*, that notwithstanding anything in the Trust Agreement or in the Lease Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

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Provisions Relating to the Financial Guaranty Insurer and the Financial Guaranty Insurance Policy

Notices and Other Information. Any notice that is required to be given to an Owner, nationally recognized municipal securities information repositories or state information depositories pursuant to Rule 15c2-12(b) (5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to the Trust Agreement or the Lease Agreement shall also be provided to the Financial Guaranty Insurer, simultaneously with the sending of such notices. In addition, all information furnished by the District pursuant to the Continuing Disclosure Agreement shall also be provided to the Financial Guaranty Insurer, simultaneously with the furnishing of such information. All notices required to be given to the Financial Guaranty Insurer shall be in writing and shall be sent by registered or certified mail addressed to the Assured Guaranty Corp., 1325 Avenue of the Americas, New York, NY 10019, Attention: General Counsel, with a copy to the Financial Guaranty Insurer, Attention: Risk Management Department—Public Finance Surveillance.

The Financial Guaranty Insurer shall have the right to receive such additional information as it may reasonably request.

The District will permit the Financial Guaranty Insurer to discuss the affairs, finances and accounts of the District or any information the Financial Guaranty Insurer may reasonably request regarding the security for the Certificate with appropriate officers of the District, and will use best efforts to enable the Financial Guaranty Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.

The Trustee shall notify the Financial Guaranty Insurer of any failure of the Corporation or the District to provide notices, certificates and other information under the Trust Agreement or the Lease Agreement.

Defeasance. For any defeasance of Certificates, the Financial Guaranty Insurer requires the following items:

(a) An opinion of counsel that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates.

(b) An escrow agreement and an opinion of counsel regarding the validity and enforceability of the escrow agreement. The escrow agreement shall provide that:

(i) Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Financial Guaranty Insurer.

(ii) The District will not exercise any optional redemption of Certificates secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (A) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (B) as a condition of any such redemption there shall be provided to the Financial Guaranty Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

(iii) The Corporation and the District shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Financial Guaranty Insurer.

Trustee-Related Provisions.

(a) The Financial Guaranty Insurer shall receive prior written notice of any name change of the Trustee or the resignation, removal or termination of the Trustee.

(b) No resignation, removal or termination of the Trustee shall take effect until a successor, acceptable to the Financial Guaranty Insurer, shall be appointed.

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(c) The Trustee may be removed at any time at the request of the Financial Guaranty Insurer for any breach of its obligations under the Trust Agreement or the Lease Agreement.

Amendments and Supplements.

(a) With respect to amendments or supplements to the Trust Agreement or the Lease Agreement which do not require the consent of the Owners, the Financial Guaranty Insurer must be given prior written notice of any such amendments or supplements.

(b) With respect to amendments or supplements to the Trust Agreement or the Lease Agreement which do require the consent of the Owners, the Financial Guaranty Insurer's prior written consent is required.

(c) Copies of any amendments or supplements to the Trust Agreement or the Lease Agreement which are consented to by the Financial Guaranty Insurer shall be sent to the rating agencies that have assigned a rating to the Certificates.

(d) Notwithstanding any other provision of the Trust Agreement or the Lease Agreement, in determining whether the rights of Owners will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee shall consider the effect on the Owners as if there was no Financial Guaranty Insurance Policy.

Financial Guaranty Insurer as Third Party Beneficiary. To the extent that the Trust Agreement or the Lease Agreement confer upon or give or grant to the Financial Guaranty Insurer any right, remedy or claim under or by reason of the Trust Agreement or the Lease Agreement, the Financial Guaranty Insurer is explicitly recognized as being a third party beneficiary under the Trust Agreement and may enforce any such right, remedy or claim conferred, given or granted under the Trust Agreement.

Control Rights.

(a) The Financial Guaranty Insurer shall be deemed to be the holder of all of the Certificates for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default, and (b) granting any consent, direction or approval or taking any action permitted by or required under the indenture, resolution or ordinance, as the case may be, to be granted or taken by the holders of such Certificates.

(b) Anything in the Trust Agreement or the Lease Agreement to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Financial Guaranty Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners.

Consent Rights of the Financial Guaranty Insurer.

(a) Any provision of the Trust Agreement expressly recognizing or granting rights in or to the Financial Guaranty Insurer may not be amended in any manner that affects the rights of the Financial Guaranty Insurer under the Trust Agreement without the prior written consent of the Financial Guaranty Insurer.

(b) Wherever the Trust Agreement or the Lease Agreement require the consent of Owners, the Financial Guaranty Insurer's consent shall also be required.

Payment Procedure Under the Financial Guaranty Insurance Policy.

(a) At least two (2) Business Days prior to each payment date with respect to the Certificates, the Trustee will determine whether there will be sufficient funds to pay all principal and interest with respect to the Certificates due on the related payment date and shall immediately notify the Financial Guaranty Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the

anticipated deficiency, the Certificates to which such deficiency is applicable and whether such Certificates will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Financial Guaranty Insurer or its designee.

(b) The Trustee shall, after giving notice to the Financial Guaranty Insurer as provided above, make available to the Financial Guaranty Insurer and, at the Financial Guaranty Insurer's direction, to any fiscal agent, the Registration Books and all records relating to the funds maintained under the Trust Agreement.

(c) The Trustee shall provide the Financial Guaranty Insurer and any fiscal agent with a list of Owners entitled to receive principal or interest payments from the Financial Guaranty Insurer under the terms of the Financial Guaranty Insurance Policy, and shall make arrangements with the Financial Guaranty Insurer or any designee of the Financial Guaranty Insurer to (i) mail checks or drafts to the Owners entitled to receive full or partial interest payments from the Financial Guaranty Insurer, and (ii) pay principal upon Certificates surrendered to the Financial Guaranty Insurer or any designee of the Financial Guaranty Insurer by the Owners entitled to receive full or partial principal payments from the Financial Guaranty Insurer.

(d) The Trustee shall, at the time it provides notice to the Financial Guaranty Insurer of any deficiency pursuant to paragraph (a) above, notify Owners entitled to receive the payment of principal or interest thereon from the Financial Guaranty Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Financial Guaranty Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Financial Guaranty Insurer or any fiscal agent, in form satisfactory to the Financial Guaranty Insurer, of an appropriate assignment of the Owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Financial Guaranty Insurer, they must surrender the related Certificates for payment first to the Trustee, which will note on such Certificates the portion of the principal paid by the Trustee and second to the Financial Guaranty Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Financial Guaranty Insurer, to permit ownership of such Certificates to be registered in the name of the Financial Guaranty Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Financial Guaranty Insurer, they must surrender the related Certificates for payment to the Financial Guaranty Insurer or its designee, rather than the Trustee, together with the an appropriate assignment, in form satisfactory to the Financial Guaranty Insurer, to permit ownership of such Certificates to be registered in the name of the Financial Guaranty Insurer.

(e) In addition, if the Trustee has notice that any Owner has been required to disgorge payments of principal or interest with respect to the Certificates previously Due for Payment (as defined in the Financial Guaranty Insurance Policy) pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Financial Guaranty Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

(f) The Trustee will be irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Owners as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest with respect to the Certificates, the Trustee shall (A) execute and deliver to the Financial Guaranty Insurer, in form satisfactory to the Financial Guaranty Insurer, an instrument appointing the Financial Guaranty Insurer as agent for such Owners in any legal proceeding related to the payment of such interest and an assignment to the Financial Guaranty Insurer of the claims for interest to which such deficiency relates and which are paid by the Financial Guaranty Insurer, (B) receive as designee of the respective Owners (and not as Trustee) in accordance with the tenor of the Financial Guaranty Insurance Policy payment from the Financial Guaranty Insurer with respect to the claims for interest so assigned, and (C) disburse the same to such respective holders; and

(ii) If and to the extent of a deficiency in amounts required to pay principal the Certificates, the Trustee shall (A) execute and deliver to the Financial Guaranty Insurer, in form satisfactory to the Financial Guaranty Insurer, an instrument appointing the Financial Guaranty Insurer as agent for such Owner in any legal proceeding related to the payment of such principal and an assignment to the Financial Guaranty Insurer of the Certificate surrendered to the Financial Guaranty Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Financial Guaranty Insurer is received), (B) receive as designee of the respective Owners (and not as Trustee) in accordance with the tenor of the Financial Guaranty Insurance Policy payment therefore from the Financial Guaranty Insurer, and (C) disburse the same to such holders.

(g) Irrespective of whether any such assignment is executed and delivered, the Corporation and the Trustee agree for the benefit of the Financial Guaranty Insurer that:

(i) they recognize that to the extent the Financial Guaranty Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal or interest with respect to the Certificates, the Financial Guaranty Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the District, with interest thereon as provided and solely from the sources stated in the financing documents and the Certificates; and

(ii) they will accordingly pay to the Financial Guaranty Insurer the amount of such principal and interest, with interest thereon as provided in the financing documents and the Certificates, but only from the sources and in the manner provided in the Trust Agreement for the payment of principal and interest with respect to the Certificates to Owners, and will otherwise treat the Financial Guaranty Insurer as the owner of such rights to the amount of such principal and interest.

(h) Payments with respect to claims for interest principal with respect to the Certificates disbursed by the Trustee from proceeds of the Financial Guaranty Insurance Policy shall not be considered to discharge the obligation of the Corporation or the District with respect to such Certificates, and such Certificates shall remain outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by the Corporation or the District, and the Financial Guaranty Insurer shall become the owner of such unpaid Certificate and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the Trust Agreement or otherwise; and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Corporation and the District to the Owners shall continue to exist and shall run to the benefit of the Financial Guaranty Insurer, and the Financial Guaranty Insurer shall be subrogated to the rights of such Owners including, without limitation, any rights that such Owners may have in respect of securities law violations arising from the offer and sale of the Certificates

(i) Financial Guaranty Insurer shall be entitled to pay principal or interest with respect to the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Obligor (as such terms are defined in the Financial Guaranty Insurance Policy) and any amounts due with respect to the Certificates as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Financial Guaranty Insurer has received a Notice (as defined in the Financial Guaranty Insurance Policy) of Nonpayment or a claim upon the Financial Guaranty Insurance Policy.

(j) In addition, the Financial Guaranty Insurer shall, to the extent it makes any payment of principal or interest with respect to the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Financial Guaranty Insurance Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Financial Guaranty Insurer's rights as subrogee on the Registration Books, upon receipt of proof of payment of interest thereon to the Owners, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Financial Guaranty Insurer's rights as subrogee on the Registration Books, upon surrender of the Certificates together with receipt of proof of payment of principal thereof.

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APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2007

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APPENDIX C

FORM OF OPINION OF SPECIAL COUNSEL

[Letterhead of Quint & Thimmig LLP]

[Closing Date]

Governing Board of the
Western Placer Unified School District
600 Sixth Street, 4th Floor
Lincoln, California 95648

OPINION: $_____* Certificates of Participation (2008 Refinancing Project, Series B) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the Western Placer Unified School District (Placer County, California), as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

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Members of the Governing Board:

We have acted as special counsel in connection with the delivery by the Western Placer Unified School District (the "District"), of its $_____* Lease Agreement, dated as of September 1, 2008, by and between the Public Property Financing Corporation of California (the "Corporation") and the District (the "Lease Agreement"), pursuant to the California Education Code. The Corporation has, pursuant to the Assignment Agreement, dated as of September 1, 2008 (the "Assignment Agreement"), by and between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"), assigned certain of its rights under the Lease Agreement, including its right to receive a portion of the lease payments made by the District thereunder (the "Lease Payments"), to the Trustee. Pursuant to the Trust Agreement, dated as of September 1, 2008, by and among the Trustee, the Corporation and the District (the "Trust Agreement"), the Trustee has executed and delivered certificates of participation (the "Certificates") evidencing direct, undivided fractional interests of the owners thereof in the Lease Payments. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Lease Agreement and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is duly created and validly existing as a school district organized and existing under the laws of the State of California with the power to enter into the Lease Agreement and the Trust Agreement and to perform the agreements on its part contained therein.

2. The Lease Agreement has been duly authorized, executed and delivered by the District and is an obligation of the District valid, binding and enforceable against the District in accordance with its terms.

3. The Trust Agreement and the Assignment Agreement are valid, binding and enforceable in accordance with their terms.

4. Subject to the terms and provisions of the Lease Agreement, the Lease Payments to be made by the District are payable from general funds of the District lawfully available therefor. By virtue of the

*Preliminary, subject to change.

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Assignment Agreement, the owners of the Certificates are entitled to receive their fractional share of the Lease Payments in accordance with the terms and provisions of the Trust Agreement.

5. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, under section 55 of the Code, is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations under the Code but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Code that must be satisfied subsequent to the delivery of the Lease Agreement in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of delivery of the Lease Agreement. We express no opinion regarding other federal tax consequences arising with respect to the Lease Agreement and the Certificates.

6. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation imposed by the State of California.

Ownership of the Certificates may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Certificates.

The rights of the owners of the Certificates and the enforceability of the Lease Agreement, the Assignment Agreement and the Trust Agreement may be subject to the Bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the District and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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APPENDIX D

FORM OF 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 execution and delivery of $_____* Western Placer Unified School District (Placer County, California) Certificates of Participation (2008 Refinancing Project, Series B) (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2008, by and among U.S. Bank National Association, as trustee (the "Trustee"), the District and the Public Property Financing Corporation of California (the "Trust Agreement"). 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 beneficial owners of the Certificates 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 Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

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

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

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

"Repository" shall mean each National Repository and each State Repository.

"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 by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2009, with the report for the 2007-2008 fiscal year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). The District shall provide a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certificate of the District and shall have no duty or obligation to review such Annual Report. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided

*Preliminary, subject to change.

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that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the District shall send a notice to the Municipal Securities Rulemaking Board and the State Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) if the Dissemination Agent is other than the District and if the District requests the Dissemination Agent to provide the Annual Report to the Repositories, and if and to the extent the District has provided an Annual Report in final form to the Dissemination Agent for dissemination, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall be in a format suitable for filing with each Repository and shall contain or incorporate by reference the following:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not set forth in the Audited Financial Statements, operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Certificates:

(i) general fund revenue sources by type (over $1,000,000);
(ii) combined annual contribution (District's share and employees' share) to the Public Employees Retirement System;
(iii) adopted general fund budget;
(iv) tax rates;
(v) assessed valuations; and
(vi) average daily attendance.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

The District is solely responsible for the content and format of the Annual Report.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates, if the District determines that such event is material:

(i) Principal and interest payment delinquencies.
(ii) Non-payment related defaults.
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
(v) Substitution of credit or liquidity providers, or their failure to perform.
(vi) Adverse tax opinions or events affecting the tax-exempt status of the security.
(vii) Modifications to rights of security holders.
(viii) Contingent or unscheduled bond calls.
(ix) Defeasances.
(x) Release, substitution, or sale of property securing repayment of the securities.
(xi) 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 under applicable Federal securities law. The Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely on the District's determination.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, 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)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Certificates pursuant to the Trust Agreement.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. 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 Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Capitol Public Finance Group, LLC. The Dissemination Agent may resign by providing thirty days written notice to the District. If at any time there is no designated Dissemination Agent appointed by the District, or if the Dissemination Agent so appointed is unwilling or unable to perform the duties of Dissemination Agent hereunder, the District shall be the Dissemination Agent and undertake or assume its obligations hereunder.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (provided the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties hereunder), and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Certificates, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the

primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the Repositories in the same manner as for a Listed Event under Section 5(c).

Section 9. 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 Annual Report or 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 Annual Report or 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 Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any holder or beneficial owner of the Certificates 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 Lease Agreement or the Trust Agreement, 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 11. Duties, Immunities and Liabilities of Dissemination Agent. All of the immunities, indemnities, and exceptions from liability in Article IX of the Trust Agreement insofar as the relate to the Trustee shall apply to the Dissemination Agent in this Disclosure Certificate. 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, and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of the disclosure of information pursuant to the Disclosure Certificate or arising out of or in the exercise of performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty of obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, the owner of a Certificate, or any other party. The Trustee shall have no liability to any party for any monetary damages or other financial liability of any kind whatsoever related to or arising from any breach of this Disclosure Certificate. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Certificate. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any written direction from the District or an opinion of Bond Counsel. The obligations of the District under

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this Section shall survive resignation or removal of the Dissemination Agent or the Trustee and payment of the Certificates.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 13. Fees and Expenses.

(a) The Dissemination Agent shall be entitled to payment and reimbursement from the District for its services and all advances, counsel fees and other expenses reasonably made and incurred by the Dissemination Agent.

(b) The Dissemination Agent may rely on and shall be protected in acting and refraining from acting upon any direction from the District or an opinion of nationally recognized bond counsel.

Section 14. Alternative Filing Location. Any filing under this Disclosure Certificate may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at http://www.disclosureusa.org, unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC, dated September 7, 2004.

Date: [Closing Date]

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Superintendent

ACKNOWLEDGED:

CAPITOL PUBLIC FINANCE GROUP, LLC, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Western Placer Unified School District

Name of Issue: Certificates of Participation (2008 Refinancing Project, Series B) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be made by the Western Placer Unified School District (Placer County, California), as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Certificates as required by Section 11.08 of the Trust Agreement, dated as of September 1, 2008, by and among U.S. Bank National Association, as trustee, the Issuer and the Public Property Financing Corporation of California. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CAPITOL PUBLIC FINANCE GROUP, LLC, as Dissemination Agent

By _____
Title _____

cc: Trustee

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APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix E has been provided by The Depository Trust Company ("DTC"), New York, NY, for use in securities offering documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Certificates or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Certificates, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement.

1. DTC will act as securities depository for the Certificates (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their

6.2.248

registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the issuer or the paying agent or bond trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the paying agent or bond trustee, or the issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the issuer or the paying agent or bond trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the issuer or the paying agent or bond trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

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APPENDIX F

SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY

6-2.250

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Resolution 08/09.3 Approving the WPUSD Community Facilities District No. 1 Tax Report Fiscal Year 2008-2009, and Levying and Apportioning the Special Tax as Provided Therein.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities & Maintenance

FINANCIAL INPUT/SOURCE:

Tax Roll

MEETING DATE:

August 12, 2008

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The Board of Trustees will take action to approve the FY 2008-09 special tax levy for developed parcels within the Western Placer Unified School District's Community Facilities District No. 1.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the resolution approving the Western Placer Unified Community Facilities District No. 1 Tax Report Fiscal Year 2008-09, and levying and apportioning the special tax as provided therein.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Requesting Collection of Charges on Tax Roll
Resolution No. 08/09.03

A RESOLUTION APPROVING THE WESTERN)
PLACER UNIFIED COMMUNITY FACILITIES)
DISTRICT NO. 1 TAX REPORT FISCAL YEAR)
2008-09 AND LEVYING AND APPORTIONING)
THE SPECIAL TAX AS PROVIDED THEREIN)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 12th day of August, 2008, by roll call vote.

AYES:
NOES:
ABSENT:

WHEREAS, the Western Placer Unified School District (the "District") requests the County of Placer to collect on the County tax rolls certain charges which have been imposed pursuant to Resolution No. 91/92.23 (the "Resolution") duly adopted on December 9, 1991, by the District, and

WHEREAS, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of the District that:

1. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.

4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, cost and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's of said taxes, assessments, fees and/or charges requested to be collect by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.

5. The District agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for response.

6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION was duly passed by the governing Board of the Western Placer Unified School District on the 12th day of August 2008.

_____
President of the Board, Governing Board
Western Placer Unified School District

ATTEST:

_____
Clerk, Governing Board
Western Placer Unified School District

CLERK'S CERTIFICATE

I, Ana Stevenson, Clerk of the Governing Board (the "Board") of the Western Placer Unified School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on August 12, 2008, of which meeting all the members of the Board had due notice and at which a majority thereof was present. At the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

An agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the office of the District at 660 6th Street, Lincoln, California, a location freely accessible to members of the general public, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in the office of the District and that the resolution is duly entered of record and is a full, true and correct copy of the original resolution adopted at the meeting and entered in the minutes. The resolution has not been amended, modified or rescinded since the date of its adoption and is no in full force and effect.

Date: August 12, 2008

_____

Clerk of the Governing Board of the
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Resolution 08/09.4 Approving the WPUSD Community Facilities District No. 2 Tax Report Fiscal Year 2008-2009, and Levying and Apportioning the Special Tax as Provided Therein.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities & Maintenance

FINANCIAL INPUT/SOURCE:

Tax Roll

MEETING DATE:

August 12, 2008

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The Board of Trustees will take action to approve the FY 2008-09 special tax levy for developed parcels within the Western Placer Unified School District's Community Facilities District No. 2.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the resolution approving the Western Placer Unified Community Facilities District No. 2 Tax Report Fiscal Year 2008-09, and levying and apportioning the special tax as provided therein.

6.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Requesting Collection of Charges on Tax Roll
Resolution No. 08/09.04

A RESOLUTION APPROVING THE WESTERN)
PLACER UNIFIED COMMUNITY FACILITIES)
DISTRICT NO. 2 TAX REPORT FISCAL YEAR)
2008-09 AND LEVYING AND APPORTIONING)
THE SPECIAL TAX AS PROVIDED THEREIN)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 12th day of August, 2008, by roll call vote.

AYES:
NOES:
ABSENT:

WHEREAS, the Western Placer Unified School District (the "District") requests the County of Placer to collect on the County tax rolls certain charges which have been imposed pursuant to Resolution No. 91/92.23 (the "Resolution") duly adopted on December 9, 1991, by the District, and

WHEREAS, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of the District that:

1. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.

4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, cost and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's of said taxes, assessments, fees and/or charges requested to be collect by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.

5. The District agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for response.

6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION was duly passed by the governing Board of the Western Placer Unified School District on the 12th day of August 2008.

_____
President of the Board, Governing Board
Western Placer Unified School District

ATTEST:

_____
Clerk, Governing Board
Western Placer Unified School District

6.4.2

CLERK'S CERTIFICATE

I, Ana Stevenson, Clerk of the Governing Board (the "Board") of the Western Placer Unified School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on August 12, 2008, of which meeting all the members of the Board had due notice and at which a majority thereof was present. At the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

An agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the office of the District at 660 6th Street, Lincoln, California, a location freely accessible to members of the general public, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in the office of the District and that the resolution is duly entered of record and is a full, true and correct copy of the original resolution adopted at the meeting and entered in the minutes. The resolution has not been amended, modified or rescinded since the date of its adoption and is no in full force and effect.

Date: August 12, 2008

_____

Clerk of the Governing Board of the
Western Placer Unified School District

6.4.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

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

SUBJECT:
Zebra Housing

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Presented to Board/Public at Meeting

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The City of Lincoln is requesting Board interest in continuing the Zebra Housing Project. The Board has discussed the project on numerous occasions. Specific financial information will be presented to the Board and made available to the public at the meeting.

RECOMMENDATION:

Discuss the future of the Zebra Housing Project.

6.5

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Assistant Superintendent Contracts

AGENDA ITEM AREA:
Information/Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
General, categorical, maintenance, and facilities funds

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

Based on the successful evaluation of each employee, the superintendent is requesting a two-year contract term to June 30, 2010 for Cathy Allen, Bob Noyes, and Mary Boyle. This request establishes the contract term for each employee, but does not constitute a raise for any of the individuals.

RECOMMENDATION:

Approve the contractual term for each employee.

10.16

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Draft District Goals

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
All sources

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

First draft goals are being presented to the Board at this time for input and discussion.

RECOMMENDATION:

Discuss the draft goals.

6.7

Western Placer Unified School District

Goals and Objectives for the Management Team

2008-09

DRAFT

Initial Draft: August 5, 2008
Board Review and Input: August 12, 2008
Board Approval:

MISSION STATEMENT:
Empower Students with the skills, knowledge,
and attitudes for Success in an Ever Changing World.

ADOPTED DISTRICT GLOBAL 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.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

G.7.1

Goal # 1 Develop and continually upgrade a well articulated K-12 academic program

Objective	*Background*	*Benchmark*
1a - Continue focus on assisting all sites in meeting state assigned API and AYP targets.	1a – The district and its schools continue to improve on API and AYP targets. This progress will be supported by the district. Subgroups not making goals will receive focused support.	1a – By August 2009, all schools will meet their API and AYP targets. Schools in Program Improvement will complete mandated tasks.
1b – Plan and enhance opportunities within the curriculum for academic achieving students.	1b – Academic achieving students require increased opportunities based on their capabilities.	1b – By June 2009, an application for International Baccalaureate will be submitted, if appropriate. A Middle College offering will be explored with Sierra Community College. Gifted and Talented opportunities will be supported. A larger percentage of students will meet A-G requirements.
1c – Increase local special education offerings.	1b – Many special education programs are located outside the district. As the district grows, it is feasible to bring these programs back to the district.	1b – By December 2008, additional special education offerings will be located in-district and a Program Specialist and Behaviorist will be added. These additions will be implemented in a cost neutral, or close to cost neutral manner.

Goal # 2 Foster a safe, caring environment where individual difference are valued and respected

Objective	*Background*	*Benchmark*
2a – Continue services for students and families through the new Lighthouse Family Resource Center.	2a – The district Lighthouse was converted to the Lighthouse Family Resource and Counseling Center.	2a – By December 2008, a contract for services will be finalized between the center and the district. The district will have active participation on the Lighthouse Board.
2b – Agency coordination and dissemination of the district safety plan will be increased.	2b – Recent incidents call for focused attention on student safety and partnership with responding agencies.	2b – By June 2009, joint training will be held with responding agencies. Increased non-general fund monies will be made available for safety. The district crisis plan will be updated to include local training opportunities.

Goal # 3 Provide facilities for all district programs and functions that are suitable.

Objective	*Background*	*Benchmark*
3a – Evaluate current facilities, establish new facilities, plan for additional facilities that are financially feasible.	3a – District enrollment is growing each year. A plan has been started to schedule facilities for this growth, including the use of current facilities.	3a – By June 2009, a comprehensive Master Facility Plan including funding options will be completed after Board input.
3b – Additions to Lincoln High School will be recommended for future growth.	3b – As stated in the interim facility plan, Lincoln High School could possibly need to house 2000 students temporarily.	3b – By December 2008, an architect supported plan based on the needs at Lincoln High School will be presented to the board.

6.1.3

3c – Explore agricultural conservancy at the Lincoln High School Farm.	3b – A past board approved a resolution to place the Lincoln High School Farm in an agricultural conservancy.	3b – By June 2009, working with the Farm Foundation, conservancy options will be presented to the board.

Goal # 4 Promote the involvement of the community, parents, local government, business, and service organizations as partners in the education of students.

Objective	*Background*	*Benchmark*
4a – Increase communication content and outlets through the use of appropriate technologies and information.	4a –Information demand is increasing as the district grows. New families and students need to be targeted with key information. A district-wide communication system was implemented last year.	4a – By June 2009, communication will be increased through website improvements, newsletter availability, and email information.
4b - Communication and collaboration with the city will be increased.	4c – A joint school board/city council meeting was held last year and collaborative meetings were held on a regular basis.	4c – By June 2009, collaboration meetings with the city will continue and other avenues of partnership will be implemented, including an additional joint school board/city council meeting if appropriate.

6.7.4

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

Objective	*Background*	*Benchmark*
5a – With community support, author and approve a district wellness plan.	5a – The No Child Left Behind act mandates the district complete a wellness plan. The city of Lincoln has shown interest in partnering on this activity.	5a - By June 2009, the district will present to the board a wellness plan for approval.

G.7.5

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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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.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
BP 6161.11 (Supplementary Materials AKA – Movie Policy)

AGENDA ITEM AREA:
Information/Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 12, 2008

ROLL CALL REQUIRED:
No

BACKGROUND:

The Supplementary Material policy has been modified based on board request and input from teachers and administration.

RECOMMENDATION:

Approve the policy.

6.8

SUPPLEMENTARY INSTRUCTIONAL MATERIALS

The Board of Trustees encourages teachers to use supplementary instructional materials which are relevant to curriculum objectives and compatible with district goals and objectives. By using such materials, teachers can introduce content and instructional strategies that enrich the curriculum, enhance learning, help students make critical judgments, and stimulate their intellectual growth.

Teachers shall carefully preview all supplementary instructional materials in order to ensure that, in their professional judgment, the materials are:

1. Directly related to the course of study in which they are being used

2. Appropriate for students' ages and maturity levels

Supplementary instructional materials must also be consistent with criteria developed for the selection and evaluation of other instructional materials. If the teacher believes that the materials may be in conflict with district criteria, the teacher shall confer with the principal or designee before using them.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

When using supplementary materials, teachers shall provide appropriate introductory and follow-up activities. In addition, teachers shall ensure that supplementary materials do not supplant the use of basic texts or teaching activities.

All materials must be used within legal copyright limits.

(cf. 6162.6 - Use of Copyrighted Materials)

Multimedia/Films

When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall preview the film to determine whether in his/her professional judgment it is consistent with **applicable** district criteria **located in** the selection of instructional materials **board policy and administrative regulation (BP/AR 6161.1)**. All films must be appropriate for the curriculum and the students' ages.

SUPPLEMENTARY INSTRUCTIONAL MATERIALS (continued)

Required actions based on film ratings after meeting criteria in this policy and BP/AR 6161.1.:

"G" rated films may be shown at any grade without prior approval.

"PG" rated films may be shown at any grade with prior parent/guardian approval.

"PG-13" rated films may be shown to students in sixth grade and above with prior parent/guardian approval.

"R" rated films may only be shown with Board approval based on an instructor's subject area/class and curricular justification. After approval from the Board, the instructor may continue to show the film in the same subject area/class until approval is revoked. Prior parent/guardian approval will be required for each showing.

Non-rated, educational films may be shown without prior approval.

Educationally edited feature length films require prior parent/guardian approval based on the rating of the non-edited version.

Non-rated feature length films and NC-17 films will not be shown.

Approvals must be attained for each occurrence using a positive mode of permission.

If the teacher has any questions about how established district criteria apply to the film, he/she shall confer with the principal or designee before showing the film.

Students not allowed to view a film will be given an alternate assignment/activity with similar content for the same credit. Students will be given adequate time to complete the alternate assignment.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6144 - Controversial Issues)

Legal Reference:

EDUCATION CODE

SUPPLEMENTARY INSTRUCTIONAL MATERIALS (continued)

233.5 Duty re instruction in morals, manners and citizenship

18111 Exclusion of books by governing board

51510 Prohibited study or supplemental materials

51511 Religious matters properly included

51933 Sex education materials

60010 Definitions

COURT DECISIONS

McCarthy v. Fletcher, (1989) 207 Cal. App. 3d 130