WESTERN PLACER UNIFIED SCHOOL DISTRICT
810 J STREET, LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.06356

MEMBERS OF THE GOVERNING BOARD

Dennis Sonnenburg - President
James McLeod - Vice President
Paul Long - Clerk,
Earl Mentze - Member
Paul Carras - Member

DISTRICT ADMINISTRATION

Scott Leaman, District Superintendent
Bob Noyes, Assistant Superintendent, Personnel Services
Carrie Carlson, Assistant Superintendent, Business Services
Vacant Position, Assistant Superintendent, Educational Services
Roger Yohe, Facilities Superintendent

STUDENT ENROLLMENT

School	08/23/06	9/01/06
Sheridan School (K-5)	86	87
First Street School (K-5)	445	449
Carlin C. Coppin Elementary (K-5)	462	462
Creekside Oaks Elementary (K-5)	672	681
Twelve Bridges Elementary (K-5)	709	707
Foskett Ranch Elementary (K-5)	462	453
Glen Edwards Middle (6-8)	711	712
Twelve Bridges Middle School (6-8)	564	565
Lincoln High School (9-12)	1295	1302
Phoenix High School (10-12)	80	85
PCOE Home School	4	4
TOTAL:	**5,486**	**5,511**

Phoenix Infant/Toddler	15
Prechool/Head Start	
First & J Street	24
Carlin Coppin	24
Sheridan	24
Adult Education	70

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
September 19, 2006 7:00 P.M.
FOSKETT RANCH ELEMENTARY SCHOOL – Multi-Purpose Room
1561 Joiner Parkway, Lincoln, CA 95648

AGENDA

2006-2007 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.

6:40 P.M. OPEN SESSION – Conference Room – Foskett Ranch School

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

6:45 P.M. CLOSED SESSION – Conference Room – Foskett Ranch School

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-Entry #04/05 R

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-Entry #05/06 B

2. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION – Multi-Purpose Room – Foskett Ranch School

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-Entry #04/05 R

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion Re-Entry #05/06 B

3. SPECIAL ORDER OF BUSINESS
Foskett Ranch School Featured – A program focusing on pupils, parents, and site program presentation.

4. CONSENT AGENDA

NOTICE TO THE PUBLIC

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

4.1 Ratification of Personnel Items

Classified:

a. Ratification of Classified Employment:

Maria Armstrong – Bus Driver – Transportation
Martha Bond – Food Service Assistant – LHS
Lora Geist – Campus/Café. Supervisor – CCC
Lisa Nash – Campus/Café. Supervisor – TBM
Manuel Nevarez – Bus Driver – Transportation
Debbie Snook – Campus/Café. Supervisor – TBM

b. Ratification of Classified Additional Position:

Vickie Bortolus – Adding ½ hr. Campus/Café. Supervisor – FRE
Sandra Christensen – Adding 3 ½ hr. Health Clerk – COE
Mary Grant – Adding ½ hr. Campus/Café. Supervisor – CCC
Mike Mahacek – Adding 4 ½ hr. Bus Driver position – Transp.
Kelly Stauffer – adding 20 minutes Campus/Café. Supervisor – TBE

c. Ratification of Classified Transfers:

Mark DeRossett – Transferring from current 8 hr. Assistant Mechanic position to the Transportation Director position effective 9/1/06
Melissa Reuer – Transferring from current 2 hr. Inst. Aide position at FRE to the 2 hr. Inst. Aide position at COE effective 9/11/06
Lynn Shook – Transferring from current 2 hr. Camp/Café. Supervisor position at GEM to 2 hr. Campus/Café. Position at FRE effective 9/5/06

d. Ratification of Classified Disability Retirement:

Sue Williams – Special Education Instructional Aide - FRE

e. Ratification of Classified Retirement:

Rosemary Chavez – Food Service Lead - CCC

Certificated:

f. Ratification of Certificated Employment:

Drew Adams – Math Teacher - TBM
Katherine Wollack – RSP Teacher - TBM

5. COMMUNICATION FROM THE PUBLIC

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

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Laura DiGiordano

6.2 Western Placer Teacher's Association – Mike Agrippino
6.3 Western Placer Classified Employee Association – Joe Ross
6.4 Superintendent – Scott Leaman
6.5 Assistant Superintendent(s)
6.5.1 Carrie Carlson
a. Budget Update:
6.5.2 Assistant Supt. of Education -
a. Program Focus Area:
6.5.3 Bob Noyes, Personnel Director
6.5.4 Facilities Department, Yohe/Allen
a. Facilities Update:

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

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

7.1 (D/A) APPROVE RESOLUTION 06/07.12 TO ENTER INTO A MASTER LEASE/PURCHASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR COMPUTER EQUIPMENT – Carlson *(06-07 G & O Component V-I)*

•The Western Placer Unified School District intends to enter into a Master Lease Agreement with Dell Financial Services in order to streamline the lease-purchase process. The Master Lease Agreement will allow the District to enter into lease-purchase arrangements with Dell Financial Services without seeking specific Board approval for each individual lease. All leases will still require approval by Carrie Carlson, Assistant Superintendent, Business Services.

7.2 (D/A) APPROVE RESOLUTION 06/07.13 TO APPROVE THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION ON BEHALF OF THE DISTRICT AND CERTAIN OTHER MATTERS RELATING THEREOF - Carlson *(06-07 G & O Component V)*

•The District has on June 20, 2006, and August 15, 2006, passed Resolutions approving matters associated with the District's Convertible Capital Appreciation Certificates of Participation (2001 land Acquisition Program) (the "2001 Certificates"). The refinancing permits the District to, among other things, release encumbrances on various District properties now encumbered by the 2001 Certificates. This Resolution confirms and ratifies those

earlier resolutions and also approves forms of the reimbursement agreement and letter of credit with respect thereto with Bank of America N.A., which is providing credit enhancement with respect to the Series 2006A Certificates.

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
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway

8.2 BOARD MEMBER REPORTS/COMMENTS

9. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  >October 3, 2006, 7:00 p.m., Lincoln High School Theater

10. ADJOURNMENT

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

Posted: 9/14/06
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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA

PLACE: **Foskett Ranch Elementary School – Conference Room**
DATE: **September 19, 2006**
TIME: **6:40 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:

Student Discipline/
Expulsion/Re-Entry
Student #04-05 R

AGENDA ITEM AREA:

Disclosure of action taken in closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the re-entry expulsion of Student #04-05 R

ADMINISTRATION 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**
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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:

Student Discipline/
Expulsion/Re-Entry
Student #05-06 B

AGENDA ITEM AREA:

Disclosure of action taken in closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the re-entry expulsion of Student #05-06 B

ADMINISTRATION RECOMMENDATION:

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

wp/rk/factform

2.2b

SPECIAL

ORDER

OF

BUSINESS

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.**
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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:
Featured School – Foskett Ranch
Pupils *(recognition of excellence)*
Parents *(report from SBLT and/or parents)*
Program *(focus on one site program)*

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:

MEETING DATE:
September 19, 2006

BACKGROUND:

A program focusing on pupils, parents, and site program presentation.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

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
26. 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
27. Foster a safe, caring environment where individual differences are valued and respected.
28. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
29. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
30. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT AREA:

Ratification of Classified Employment

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

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

Maria Armstrong – Bus Driver (.63 FTE) - Transportation
Martha Bond – Food Service Assistant (.25 FTE) – LHS
Lora Geist – Camp/Café Supervisor (.19 FTE) – CCC
Lisa Nash – Camp/Café Supervisor (.25 FTE) – TBM
Manuel Nevarez – Bus Driver (.50 FTE) – Transportation
Debbie Snook – Camp/Café Supervisor (.25 FTE) - TBM

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of employment for the individuals listed above.

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 9/8/06

You are hereby notified that: MARIA ARMSTRONG
(applicant's name)

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

POSITION TITLE: BUS DRIVER

EFFECTIVE DATE OF ASSIGNMENT: 9/11/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: TRANSP.

RANGE: 24 STEP: B AMOUNT $ 15.80 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 5

NEWLY APPROVED POSITION: X, OR REPLACEMENT: _____

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: _____

FUNDING SOURCE: GENERAL FUND: _____

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

_____ _____
Applicant's signature Date

_____ _____
Address (City/Zip) Telephone #

_____ 9-8-06
Administrator's signature Date

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4.1a.1

revised 9/00

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

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NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 9/08/06

You are hereby notified that: Martha Bond
(applicant's name)

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

POSITION TITLE: Food Service Assistant

EFFECTIVE DATE OF ASSIGNMENT: 9/11/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: Lincoln High School - Cafeteria

RANGE: 12 STEP: A AMOUNT $ 11.29 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 2.0 (11:00 - 1:00)

NEWLY APPROVED POSITION: _____, OR REPLACEMENT: X

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: Michelle McCulloch

FUNDING SOURCE: GENERAL FUND: _____

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

Martha Bond 09-08-06
Applicant's signature Date

1142 HARRISON AVE LINCOLN, CA 95648 (916) 645-2989
Address (City/Zip) Telephone #

Jeff Dardis, FSD 9/08/06
Administrator's signature Date

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revised 9/00

4.1a.2

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 9/6/06

You are hereby notified that: Lora Geist
(applicant's name)

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

POSITION TITLE: Campus Supervisor

EFFECTIVE DATE OF ASSIGNMENT: September 14, 2006
(To be determined by Personnel department)

ASSIGNMENT LOCATION: Carlin C. Coppin School

RANGE: 13 STEP: A AMOUNT $ 11.59 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 1.5

NEWLY APPROVED POSITION: _____, OR REPLACEMENT: X

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: Lorna Mariscal

FUNDING SOURCE: GENERAL FUND: X

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

Lora Geist 9-6-06
Applicant's signature Date

6010 Virginiatown Rd., Newcastle, CA 95658 916-663-3624
Address (City/Zip) Telephone #

_____ 9/6/06
Administrator's signature Date

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revised 9/00

4.1a.3

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

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NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 9-06-06

You are hereby notified that: Lisa Nash
(applicant's name)

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

POSITION TITLE: Campus Cafateria Supervisor

EFFECTIVE DATE OF ASSIGNMENT: 9-11-06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: TBMS

RANGE: 13 STEP: A AMOUNT $ 11.59 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 2

NEWLY APPROVED POSITION: X, OR REPLACEMENT: _____

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: _____

FUNDING SOURCE: GENERAL FUND: X

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

Lisa Nash 09-06-06
Applicant's signature Date

510 P Street Lincoln CA 95648 916-645-8826
Address (City/Zip) Telephone #

M Boyle 9/6/06
Administrator's signature Date

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revised 9/00

4.19.4

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 9/8/06

You are hereby notified that: MANUEL NIEVAREZ
(applicant's name)

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

POSITION TITLE: BUS DRIVER

EFFECTIVE DATE OF ASSIGNMENT: 9/11/06
(To be determined by Personnel department)

ASSIGNMENT LOCATION: TRANSP.

RANGE: 24 STEP: C AMOUNT $ 16.57 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 4

NEWLY APPROVED POSITION: X, OR REPLACEMENT: _____

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE: _____

FUNDING SOURCE: GENERAL FUND: _____

CATEGORICAL: _____
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

_____ _____
Applicant's signature Date

_____ _____
Address (City/Zip) Telephone #

Mark A. DeRuth 9-8-06
Administrator's signature Date

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4.1a.5

revised 9/00

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

NOTIFICATION OF CLASSIFIED EMPLOYMENT

ATTENTION: Personnel Department DATE: 8/18/06.

You are hereby notified that: Debbie Snook
(applicant's name)

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

POSITION TITLE: Campus Cafeteria Supervisor

EFFECTIVE DATE OF ASSIGNMENT: Sept. 11, 2006
(To be determined by Personnel department)

ASSIGNMENT LOCATION: Twelve Bridges Middle School

RANGE: 13 STEP: A 11.59 (As per WPCSEA contract)

NUMBER OF HOURS ASSIGNED PER DAY: 2

NEWLY APPROVED POSITION: X, OR REPLACEMENT:

IF REPLACEMENT, NAME OF PRIOR EMPLOYEE:

FUNDING SOURCE: GENERAL FUND: X

CATEGORICAL:
(specify)

I have instructed the applicant to contact the Personnel Department regarding new employee orientation, health and welfare benefits, ***T.B. clearance***, fingerprints, and pre-employment physical if applicable.
*** If this position is for an instructional aide, applicant must have passed screening test.*

Debbie Snook — Applicant's signature — 8/30/06 Date

2901 Penny Ln — Address — Lincoln 95648 (City/Zip) — (916) 645-7617 Telephone #

M Boyle — Administrator's signature — 8/18/06 Date

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revised 9/00

4.19.6

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
11. 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
12. Foster a safe, caring environment where individual differences are valued and respected.
13. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
14. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
15. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT AREA:

Ratification of Classified
Additional Position

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

The Board of Trustees will take action to ratify the additional positions for:

Vickie Bortolus – adding the ½ hr. Camp/Café Supervisor position at FRE to her current 3 1/2 hr. Cafeteria Site Cashier position at FRE effective 9/7/06

Sandra Christensen - adding the 3 ½ hr. Health Clerk position at COE to her current 2 – ½ hr. Camp/Café positions at FSS effective 9/6/06. She will be resigning her current 2 hr. Camp/Café position at FSS to take the Health Clerk position.

Mary Grant – adding the ½ hr. Camp/Café Supervisor position at CCC to her current 2 hr. Camp/Café Supervisor position at CCC effective 8/23/06

Mike Mahacek – adding the 4 ½ hr. Bus Driver position to his current 2 hr. Camp/Café Supervisor position at CCC effective 9/11/06

Kelly Stauffer – adding the 20 minute Camp/Café Supervisor position at TBE to her current 4 hr. School Attendance Clerk position at TBE effective 8/28/06

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of classified additional position for the individuals listed above.

4.1b

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Vickie Bortolus, FRE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Additional Position

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be adding the ½ hr. Camp/Café Supervisor position at FRE to your current 3.5 hr. Cafeteria Site Cashier position at FRE effective September 7, 2006.

If you have any questions regarding this additional position, please call me at 645-5293.

Congratulations!

4.1b.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Sandra Christensen, COE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Additional Position

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be adding the 3.5 hr. Health Clerk position at COE to your current 2 – ½ hr. Camp/Café Supervisor positions at FSS effective September 6, 2006. You will be resigning your current 2 hr. Camp/Café Supervisor position at FSS to take the additional Health Clerk position.

If you have any questions regarding this additional position, please call me at 645-5293.

Congratulations!

4.1b.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Mary Grant, CCC

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Additional Position

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be adding the ½ hr. Camp/Café Supervisor position at CCC to your current 2 hr. Camp/Café Supervisor position at CCC effective August 23, 2006.

If you have any questions regarding this additional position, please call me at 645-5293.

Congratulations!

4.1b3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Mike Mahacek, Transportation

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 8, 2006

Subject: Additional Position

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be adding the 4.5 hr. Bus Driver position to your current 2 hr. Camp/Café Supervisor position effective September 11, 2006.

If you have any questions regarding this additional position, please call me at 645-5293.

Congratulations!

4.1b.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Kelley Stauffer, TBE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Additional Position

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be adding the 20 minute Campus/Cafeteria Supervisor position at TBE to your current 4 hr. School Attendance Clerk position at TBE effective August 28, 2006.

If you have any questions regarding this additional position, please call me at 645-5293.

Congratulations!

4.1b.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
16. 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
17. Foster a safe, caring environment where individual differences are valued and respected.
18. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
19. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
20. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT AREA:

Ratification of Classified Transfers

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

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

Mark DeRossett - transferring from his current 8 hr. Assistant Mechanic position to the Transportation Director position effective 9/1/06

Melissa Reuer – transferring from her current 2 hr. Instructional Aide position at FRE to the 2 hr. Instructional Aide position at COE effective 9/11/06

Lynn Shook – transferring from her current 2 hr. Camp/Café Supervisor position at GEM to the 2 hr. Camp/Café Supervisor position at FRE effective 9/5/06

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of classified transfer for the individuals listed above.

4.1C

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Mark DeRossett, Transportation

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Transfer

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be transferring from your current Mechanic position to the Transportation Director position effective September 1, 2006. Your starting salary will be $70,829.85 per year.

If you have any questions regarding this transfer, please call me at 645-5293.

Congratulations!

4.1 C.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Melissa Reuer, COE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Transfer

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be transferring from your current 2 hr. Instructional Aide position at FRE to the 2 hr. Instructional Aide position at COE effective September 11, 2006.

If you have any questions regarding this transfer, please call me at 645-5293.

Congratulations!

4.1 C.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Personnel Department

To: Lynn Shook, FRE

From: Peggy Van Lengen, Personnel Acct. Tech.

Date: September 6, 2006

Subject: Transfer

After the selection process was discussed and the seniority list taken into consideration, it was determined that you will be transferring from your current 2 hr. camp/cafe supervisor position at GEM to the 2 hr. Camp/Café Supervisor position at FRE effective September 5, 2006.

If you have any questions regarding this transfer, please call me at 645-5293.

Congratulations!

4.1c.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
40. 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
41. Foster a safe, caring environment where individual differences are valued and respected.
42. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
43. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
44. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT AREA:

Ratification of Classified
Disability Retirement

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

The Board of Trustees will take action to ratify the disability retirement of:

Sue Williams – Special Ed. Instructional Aide - FRE

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of disability retirement for the individual listed above.

4.1d

Employee Name: Sue Williams
Disability PERS effective 11/1/06

Disability Retirement 11/1/06

ANNUAL COMPENSATION CALCULATION:
Hourly Rate * Daily Hours * Total Paid Days = Annual Compensation
Annual Compensation / months paid = Monthly Salary

Schedule Placement:	Earned 22/E Sp. Ed. Instr. Aide	Paid 22E Sp. Ed. Instr. Aide
Hourly Rate:	$17.33	$17.33
Longevity Percentage:		
Daily Hours	5.60	5.60
Paid Days:		
Contract Days (S.L. Days)	49.00	181.00
Holidays	1.00	11.00
Vacation	3.34	15.03
Total Paid Days	53.34	207.03
Annual Hours (Days * Hours):	298.70	1159.37
Annual Compensation:	$5,176.47	$20,091.88
Mos. Per Year	12	12
Amt. Per Mo.	$431.37	$1,674.32

CORRECTION CALCULATION:

Earned for July to Oct.	$5,176.47
Paid for July to Sept.	$5,022.96
Amount owed to Employee Paid on October 31, 2006	$153.51

4.1 d.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
40. 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
41. Foster a safe, caring environment where individual differences are valued and respected.
42. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
43. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
44. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT AREA:

Ratification of Classified Retirement

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

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

Rosemary Chavez – Food Service Lead – CCC

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of retirement for the individual listed above.

4.1e

Rosemary Chavez
807 A Street
Lincoln, CA 95648
September 6, 2006

Members of the Board, Bob Noyes, and Jeff Dardis
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

Members of the Board,

I am submitting my resignation. My years at Carlin C. Coppin have been wonderful. However, after 25 years of service, it is time for me to retire. I am looking forward to gardening and most importantly, spending time with my family, including my grandchildren.

I will retire on November 1, 2006. My last day at Carlin C. Coppin will be Tuesday, October 31, 2006. All my medical and dental benefits shall end at this time. I wish the School District and all its employees much success in the coming years.

Sincerely,

Rosemary Chavez

Rosemary Chavez
Food Service Lead

9/8/06

4.1e.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
31. 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
32. Foster a safe, caring environment where individual differences are valued and respected.
33. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
34. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
35. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT AREA:

Ratification of Certificated Temporary Employment

AGENDA ITEM:

Consent Agenda

REQUESTED BY:

Bob Noyes
Director, Human Services

ENCLOSURES:

MEETING DATE:

September 19, 2006

BACKGROUND:

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

Drew Adams – Math Teacher (1.00 FTE) – TBM
Katherine Wollack – RSP Teacher (.67 FTE) – TBM

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of temporary employment for the individuals listed above.

FORM #1

CERTIFICATED EMPLOYMENT ONLY

MEMORANDUM - TO PERSONNEL DEPT.

Consideration is being given to **

NAME: Drew Adams PHONE NO: 684-2035
ADDRESS: 11281 Bruceville Road
Elk Grove CA 95757

for employment for the ** 2006-07 school year. Tentative assignment will be ** Twelve Bridges Middle School Math.

Please complete the following: INTERN

**● Hire date 9/5/06 (First contract work day)
● Full Day _____ (Length of service _____)
● Part Day _____ (Length of service _____)
● Substitute _____
* ● Temporary X
● Probationary _____

Salary classification _____ $_____/yr, based on A.B. +_____ units and_____ years of teaching experience.
(Salary schedule placement will be determined **only** by personnel department)

FIRST YEAR TEACHERS MUST WORK 50% OF THE YEAR TO RECEIVE NEXT STEP AND 75% OF THE YEAR TO RECEIVE 1 YEAR OF LONGEVITY (WESTERN PLACER UNIFIED SCHOOL DISTRICT SERVICE ONLY)

The contract is being issued based on the following credential(s):

** Interim Credential
** Intern Math/CLAD

I have attached his/her credential (MA degree, if applicable), application, transcript, verification of service years, unused sick leave, and a current T.B. clearance, for final processing.

** Drew Adams 8/31/06
(Applicant signature) (Date)

M Doyle 8/31/06
(Administrator's signature) (Date)

NOTE: **Contract pending Board of Trustee ratification.**

* TO BE COMPLETED BY SITE ADMINISTRATOR & SUBMITTED TO PERSONNEL DEPARTMENT*

PRSNLMMO

4.1f.1

FORM #1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

CERTIFICATED EMPLOYMENT ONLY

MEMORANDUM - TO PERSONNEL DEPT.

Consideration is being given to **

NAME: Katherine (Terry) Wollack PHONE NO: 772-9888
ADDRESS: 7661 Away Way
Citrus Heights, CA 95610 247-5804 (cell)

for employment for the ** 2006-07 school year. Tentative

assignment will be ** Twelve Bridges Middle School RSP.

Newly Approved Position X OR Replacement _____

If Replacement, Name of Prior Employee _____

Please complete the following: INTERN

**● Hire date 9/5/06 (First contract work day)
● Full Day _____ (Length of service _____)
● Part Day .67 (Length of service 1 year)
● Substitute _____
✓● Temporary _____
● Probationary _____

Salary classification _____ $_____/yr, based on
A.B. + 77 units and _____ years of teaching experience.
(Salary schedule placement will be determined **only** by personnel department)

FIRST YEAR TEACHERS MUST WORK 50% OF THE YEAR TO RECEIVE NEXT STEP
The contract is being issued based on the following credential(s):

** Multiple Subjects
** Mild/Moderate Intern
CLAD Intern

I have attached his/her credential (MA degree, if applicable), application, transcript, verification of service years, unused sick leave, and a current T.B. clearance, for final processing.

**Katherine T Wollak 9-5-06 M Doyle 8/31/06
(Applicant signature) (Date) (Administrator's signature) (Date)

NOTE: **Contract pending Board of Trustee ratification.**

* TO BE COMPLETED BY SITE ADMINISTRATOR & SUBMITTED TO PERSONNEL DEPARTMENT*

PRSNLMMO

4.1 f.2

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 06/07.12 to Enter Into a Master Lease/Purchase Agreement with Dell Financial Services for Computer Equipment.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Carrie Carlson
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

September 19, 2006

BACKGROUND:

The Western Placer Unified School District intends to enter into a Master Lease Agreement with Dell Financial Services in order to streamline the lease-purchase process. The Master Lease Agreement will allow the District to enter into lease-purchase arrangements with Dell Financial Services without seeking specific Board approval for each individual lease. All leases will still require approval by Carrie Carlson, Assistant Superintendent, Business Services.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 06/07.12 to enter into a Master Lease Agreement with Dell Financial Services.

7.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 06/07.12

A RESOLUTION TO LEASE

RESOLVED, that this state political subdivision, Western Placer Unified School District (the "District") lease from Dell Financial Services, hereinafter referred to as Lessor, such items of personal property, and upon such terms and conditions, as the officer or officers hereinafter authorized, in their discretion, acting jointly or singly, may deem necessary or advisable; provided, however, that the aggregate actual cost of such items of property under any such lease shall not exceed the sum of $59,600.

RESOVLED FURTHER, that

Scott Leaman, the Superintendent

or Carrie Carlson, the Assistant Superintendent of Business Services

of this District (the officer or officers authorized to act pursuant hereto being hereinafter designated as "Authorized officers"), be, and they hereby are authorized, directed and empowered, acting jointly or singly, in the name of this District, to execute and deliver to Lessor, and Lessor is requested to accept, such deeds, bills of sale, and other instruments to effect any such sale, and any lease that may be required by Lessor in connection with such leasing of personal property.

RESOLVED FURTHER, that the authorized officers be, and hereby are, individually authorized, directed and empowered, acting jointly or singly, in the name off this District, to do or cause to be done all such further acts and things as they, acting jointly or singly, may deem necessary, advisable, convenient, or proper in connection with the execution and delivery of any such lease and in connection with or incidental to the carrying of the same into effect, including without limitation the execution, acknowledgement, and delivery of any and all instruments and documents which may be required by Lessor under or in connection with any such lease.

RESOLVED FURTHER, that Lessor is authorized to act upon this resolution until written notice of its revocation is delivered to Lessor, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers herein named.

7.1.1

APPROVED, PASSED, AND ADOPTED on this 19th day of September 2006 by the following vote of the Board of Trustees of the Western Placer Unified School District:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
President of the Board of Trustees
Western Placer Unified School District

ATTEST:

_____
Clerk of the Board of Trustees
Western Placer Unified School District

7.1.2

CERTIFICATION

I, _____, Clerk of the Board of Trustees of the Western Placer Unified School District, Placer County, State of California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board at a regular meeting thereof held on September 19, 2006, of which meeting all the members of the Board had due notice at which a majority thereof were present. At the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

Date: September 19, 2006

_____
Clerk of the Board of Trustees
Western Placer Unified School District

7.1.3

CERTIFICATE

The undersigned, a duly elected and acting Clerk of the Western Placer Unified School District ("Lessee") certifies as follows:

A. The following listed persons are acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of September 20, 2006 and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between Lessee and Dell Financial Services, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	
Scott Leaman	Superintendent	_____
Carrie Carlson	Assistant Superintendent, Business Services	_____

Dated: September 19, 2006

_____
Clerk of the Board of Trustees
Western Placer Unified School District

7.1.4

DELL | Financial Services

MASTER LEASE AGREEMENT
NO.
Effective Date: _____

Lessor: DELL FINANCIAL SERVICES L.P.

Mailing Address:
12234 North IH 35, Southbound
Plaza 35B
Austin, Texas 78753
Fax: 5122839380
Attention: ACCOUNTS PAYABLE

Payment Address:
Payment Processing Center
4319 Collections Center Drive
Chicago, IL 60693
Fax: 5122839380
Attention:
ACCOUNTS PAYABLE

Lessee: Western Placer Unified School District
810 J Street
Lincoln, CA 95648

Fax: NA
Attention: JOE ROSS

This Master Lease Agreement (this "Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Products described in any lease schedule subject to this Agreement (each a "Schedule") executed by Lessee and Lessor from time to time in the form attached to this Agreement as Exhibit A. Lessor and Lessee may agree to amend this Agreement to use a modified version of Lessee's purchase order form as an alternative form of Schedule hereunder. The provisions of this Agreement shall govern each Schedule and each Schedule shall constitute a separate lease of Products (a "Lease"). Except as may be specifically provided otherwise in this Agreement, in the event of any conflict between the terms of any Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. All rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule are reserved by Lessor.

2. ACCEPTANCE; COMMENCEMENT DATE AND TERM.

(a) Lessee may, from time to time, order Products from Seller for lease under this Agreement. Promptly upon delivery of the Products, Lessee will inspect the Products, and not later than 5 business days following the delivery date, Lessee will execute and deliver to Lessor either (i) a Certificate of Acceptance in the form of Exhibit B hereto for the Products or (ii) written notification of any defects in the Products. Unless Lessor receives written notification of any defects in the Products, Lessor shall conclusively deem the Products accepted by Lessee on the earlier of (a) the date Lessor receives a Certificate of Acceptance from Lessee or (b) the fifth business day following the delivery date (either (a) or (b) above being the "Acceptance Date"); provided, however, that Lessee's acceptance pursuant to clause (a) or (b) is subject to any right of return provided by the Seller.

Lessor shall prepare and send to Lessee Schedules under this Agreement specifying the lease terms for Products ordered by Lessee. Lessee agrees to sign and return each Schedule 5 days after Lessee receives a Schedule unless Lessee receives a Schedule before the Acceptance Date, in which case the Schedule shall be returned to Lessor on the later of the Acceptance Date of the Products or 5 days after Lessee's receipt of the Schedule. If the Lessee fails to comply with the prior sentence, Lessor may require the Lessee to purchase the Products at the Product Cost set forth on the Schedules, plus any shipping charges, Taxes or Duties and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment.

Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products and/or (ii) adjust up to 15% of the total Product Cost and the related Rent on the Schedule caused by changes in Lessee's order with the Seller or resulting from a decrease in the total Product Cost charged by the Seller.

(b) Each Lease shall have a primary term (the "Primary Term") for the number of months set forth in the Schedule. The Primary Term for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". Each Lease of Products shall become effective as of the applicable Acceptance Date and shall continue for the Lease Term and shall be non-cancelable by Lessee, except as expressly provided in Section 4.

3. RENT; PAYMENT OBLIGATION.

(a) The amount of the rental payments ("Rent"), and the payment thereof, with respect to the Lease of any Product hereunder, shall be as provided in the applicable Schedule. Rent shall be due and payable as stated in the relevant Schedule starting on the Commencement Date; provided, however, that added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate from time to time. Whenever Rent and other amounts payable under this Agreement are not paid when due, Lessee shall pay interest on such amounts at the Overdue Rate (or the maximum interest rate legally permissible whichever is less) from the due dates thereof until received by Lessor. Rent shall be due and payable whether or not Lessee has received any notice that such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE, and any Rent or other amounts set forth in this Agreement or any Schedule shall not include insurance, handling costs, shipping or other transportation costs (except as may be specifically provided in any Schedule); or sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments, or (to the extent Lessor may consent to Lessee's transfer of any Products to Persons outside the United States) customs, duties or surcharges on imports or exports (collectively, "Taxes or Duties"), with respect to the Products, this Agreement or any Lease, all of which shall be paid directly by or charged to the account of Lessee. If the use, possession or acquisition of the Products is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against Lessor or with respect to the Products. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products. If Lessee claims eligibility for exemption from any tax, it shall provide Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such tax. Any such Tax or Duty Lessor may be required to collect or pay (other than taxes based on the income of Lessor) shall be paid by Lessee and, if not specifically set forth in this Agreement or the applicable Schedule as payable concurrently with the payment of Rent, shall be due and payable to Lessor on demand.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT OR ANY SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, VENDOR, MAINTENANCE PROVIDER OR MANUFACTURER OF THE PRODUCTS OR ANY OTHER PERSON, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller, Manufacturer or Licensor of such Product and shall, nevertheless, pay Lessor or its assignee all amounts due and payable under the Lease.

7.15

4. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained. Lessee further covenants to do all things lawfully within its power to obtain and maintain funds from which the Rent may be paid.

In the event sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available to continue the Primary Term for any Fiscal Period of Lessee beyond the Fiscal Period first in effect on the Commencement Date of the Schedule, and provided Lessee shall have exhausted all funds legally available for payment of the Rent, Lessee may terminate the Schedule with regard to not less than all of the Products on the Schedule so affected, provided Lessee provides Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Products will terminate and Lessee shall surrender the Products in accordance with Section 8 hereof. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to obtain appropriation of funds to avoid termination of the Schedule by taking all appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Primary Term thereof a request for adequate funds to meet its obligations and to continue the Schedule in force.

(b) Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

5. LICENSED MATERIALS.

This Agreement or any Schedule does not grant any right, title or interest in or to that portion of any Products constituting or containing Software or Documentation or any items in the Operating System Software Kit (collectively, "Licensed Materials"). Any rights that Lessee may have with respect to Licensed Materials shall arise only pursuant to license agreements between Lessee and the licensor(s) of such Licensed Materials (collectively, the "Licensors") which license agreements (the "Licenses") may be contained within the packaging associated with the Products. Lessee agrees to use all Licensed Materials in accordance with the terms of the Licenses. All title to and ownership of the Licensed Materials (together with all rights in patents, copyrights, trade secrets and other intellectual property rights applicable thereto) are and shall remain with the Licensors during and after the term of this Agreement. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Licensed Materials shall be interpreted in accordance with this Section 5.

6. PERFORMANCE BY LESSOR.

Lessor shall have the right to accept or reject in Lessor's sole discretion any request by Lessee for the leasing of Products under this Agreement. Each Schedule shall be binding upon Lessor and Lessee in accordance with the terms contained herein. Lessor shall have no obligations with regard to any Schedule unless Lessee provides to Lessor this Agreement, any Schedules, Certificates of Acceptance, Certificates of Insurance, financial statements, Secretary or Clerk Certificates, Opinions of Counsel to Lessee (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor), Essential Use Letters or other documents, including but not limited to affidavits, notices and similar instruments in a form satisfactory to Lessor, that Lessor deems necessary or appropriate for Lessee to provide to Lessor in connection with the acquisition of the Products (collectively, the "Documents") and Lessor receives clear and unencumbered title to the Products (excluding Licensed Materials) either through an assignment of Lessee's rights and interests in the Products, or otherwise. In the event Lessor has not received such Documents or title to the Products prior to the Commencement Date of the applicable Schedule, Lessor may terminate its obligations hereunder, and reassign all rights and obligations with respect to the Products to Lessee without recourse or warranty. Lessee shall thereafter promptly reimburse Lessor for all expenses and other amounts incurred by Lessor with respect to such Products and transaction, plus interest from the date such amounts were disbursed by Lessor through the date such amounts are reimbursed by Lessee at the Overdue Rate.

7. USE; LOCATION; INSPECTION.

Lessee shall be solely responsible for unpacking and installing the Products. Lessee agrees to comply with all terms and conditions of any Licenses and shall install, use, operate and maintain the Products only (i) in accordance with the specifications and instructions of the manufacturer, (ii) in accordance with all insurance requirements, if any, (iii) in accordance with the Documentation and Applicable Laws (including intellectual property laws); and (iv) for the internal purposes of Lessee and not for any other use or disposition. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Products. Lessee agrees not to move Products from the locations set forth in the related Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States; provided, however, Lessee may temporarily move from such location any laptops or notebook computers without notice to Lessor to a location within or outside the United States so long as, while they are outside the United States, they are used in compliance with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation) and provided further that Lessee may not move any of the Products from the locations set forth in the related Schedule unless (i) Lessee is not in default under any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and perfect the interests of Lessor and its assigns in the Products, (iii) Lessee pays all costs of, and provides adequate insurance during such movement and (iv) Lessee pays all costs otherwise associated with the relocation. Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement and shall correct any deficiencies promptly upon notice from Lessor.

8. RETURN.

At the expiration of the Lease Term for any Product or earlier termination of any Schedule pursuant to Section 4 or upon Lessor's demand pursuant to Section 15, Lessee agrees to remove all proprietary data and return to Lessor at a place within the contiguous United States designated by Lessor, all the Products, leased to Lessee under the Lease. Upon its return of the Products, Lessee agrees that its License with respect to the operating system Software terminates and Lessee certifies that it will either (i) return all copies of the Operating System Software Kit; or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system Software installed and functional. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage and pay for the cost of fully insured transportation of the Products to the location within the contiguous United States specified by Lessor. If Products are not returned in the condition required by Section 9 below, Lessee shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products. If Lessee fails to return all of the Products as required by this Section 8, Lessee shall promptly pay the estimated in-place fair market value for such Products as determined by Lessor.

9. RISK OF LOSS; MAINTENANCE.

Lessee assumes all risk of loss or damage to Products from the time such Products are either (i) delivered to a carrier for shipment to Lessee, if Lessee or a third party arranges for their shipment or (ii) delivered to Lessee (if shipment is arranged by Lessor, Dell Computer Corporation or their Affiliates) until their return to Lessor. Lessee agrees to maintain the Products in good operating condition and appearance (ordinary wear and tear excepted), in compliance with requirements necessary to enforce all Product warranty rights and agrees to promptly repair any repairable damage. During the Lease Term, Lessee shall ensure that each Product is covered by a maintenance agreement (if available) from the manufacturer of such Product or another qualified service organization that is reasonably acceptable to Lessor or, upon Lessor's prior written approval, Lessee may self-maintain the Products in accordance with the standards set forth in this Section. If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products.

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10. ALTERATIONS.

Lessee may make alterations, additions or improvements to the Products provided they do not violate any License or decrease the value or utility of Products and are readily removable. Lessee may at its own expense, remove any such alteration, addition or improvement provided that prior to any return to Lessor, Lessee shall restore the Products to their original configuration and repair any resulting damage to the Products. Any alteration, addition or improvement that is not removed by Lessee as provided above shall become the property of Lessor upon the Products' return, free and clear of all liens and encumbrances.

11. INSURANCE.

Lessee shall obtain and maintain at its own expense, from the date risk of loss passes to Lessee hereunder until all of Lessee's obligations under the related Lease have been performed in full, (a) insurance against loss, theft, destruction of, or damage to the Products in an amount not less than the full replacement value thereof, with Lessor and its assigns named as a loss payee thereunder, (b) comprehensive public liability and property damage insurance in an amount of $1,000,000 per occurrence against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Products, with Lessor and its assigns named as an additional insured thereunder and (c) such other insurance as may be required by law which names Lessee as an insured and Lessor and its assigns as an additional insured thereunder. Lessee shall, at Lessor's request, deliver certificate(s) of such insurance to Lessor, and shall require that the carrier(s) of all such insurance give Lessor not less than thirty (30) days prior written notice of any change to or cancellation of the related policies. Each insurance policy shall be with an insurance carrier licensed to provide the insurance required herein in the states where the Products are located. If the proceeds received by Lessor from such insurance are less than the Stipulated Loss Value for Casualty Products, Lessee shall pay to Lessor the amount of such deficiency. Notwithstanding anything to the contrary contained herein, Lessee may, upon Lessor's prior written approval, self-insure in accordance with the standards set forth above.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide an opinion of counsel to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into this Agreement and the transactions contemplated hereby and perform all of its obligations hereunder;

(b) This Agreement and each Schedule have been duly authorized, executed and delivered by Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee has an immediate need for the Products that currently exists and expects to make immediate use of theProducts. Lessee's need for the Products is not temporary and Lessee does not expect the need for any item of the Products to diminish in the foreseeable future including the maximum lease term applicable to such item. The Products will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority. Lessee will sign and provide to Lessor, upon execution of this Agreement and each Schedule, written certification as to the matters set forth in this paragraph (h); and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Period to make the Rent payments scheduled to come due during the current Fiscal Period and to meet its other obligations under this Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

13. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing hereunder, Lessor assigns to Lessee the benefit of any warranty or right of return provided by any Seller until such time as the Lease of such Product to Lessee has terminated or expired.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSEE FURTHER ACKNOWLEDGES THAT NEITHER THE SELLER NOR LICENSOR OF THE PRODUCTS (INCLUDING THE SALESPERSONS OF ANY OF THEM) IS AN AGENT OF LESSOR (EVEN IF AFFILIATED WITH LESSOR), NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS AGREEMENT NOR ANY LEASE. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, CONDITION, PERFORMANCE, SUITABILITY, CONFORMITY TO ANY LAW, RULE, REGULATION, AGREEMENT OR SPECIFICATION, OR OF INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTANGIBLE PROPERTY RIGHT, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

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(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS INCLUDING, WITHOUT LIMITATION, INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) LESSEE AGREES THAT IT IS THE INTENT OF BOTH PARTIES THAT EACH LEASE QUALIFY AS A FINANCE LEASE UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. LESSEE ACKNOWLEDGES EITHER (I) THAT LESSEE HAS REVIEWED AND APPROVED ANY WRITTEN SUPPLY CONTRACT COVERING THE PRODUCTS PURCHASED FROM THE SELLER THEREOF FOR LEASE TO LESSEE OR (II) THAT LESSOR HAS INFORMED OR ADVISED LESSEE, IN WRITING, EITHER PREVIOUSLY OR BY THIS AGREEMENT, THAT LESSEE MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT EVIDENCING THE PURCHASE OF THE PRODUCTS AND THAT LESSEE SHOULD CONTACT THE SELLER FOR A DESCRIPTION OF ANY SUCH RIGHTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

14. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after its due date;

(b) Any statement, representation or warranty made by Lessee to Lessor under, or in connection with entering into this Agreement, any Schedule or any other Documents shall prove to be materially untrue or incorrect when made;

(c) Lessee fails to observe and perform any term, covenant, obligation, condition or provision on its part to be observed and performed under this Agreement or any Schedule (other than as referred to in paragraph (a) above), and such failure shall have continued for 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor;

(d) Lessee becomes insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Lessee applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property (or such receiver, trustee or similar officer is appointed without its consent); or Lessee institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Lessee and is not dismissed within 60 days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of the property of Lessee and remains unsatisfied for 60 days;

(e) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(f) Lessee is in default under any other lease, contract, agreement or obligation now existing or hereafter entered into with Lessor or any Affiliate of Lessor whether such party is bound alone or with others; or

(g) Default under or termination of any applicable software license agreement.

15. REMEDIES; TERMINATION.

(a) Upon an Event of Default, Lessor may:
(i) require Lessee to assemble any or all of the Products and return any and all such Products in accordance with Lessor's instructions in the manner and the condition provided in Section 8;
(ii) take possession of any or all Products ("Repossession") wherever located, without notice, demand, court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession, and for such purpose Lessee hereby grants Lessor, its assigns or agents, the right to enter the premises where such Products are located for the purpose of Repossession;
(iii) terminate this Agreement and/or any or all Schedules;
(iv) without terminating or being deemed to have terminated this Agreement or any Schedule, sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion ("Disposition");
(v) to the extent permitted by law, declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or
(vi) proceed by appropriate court action to enforce the performance by Lessee of any of the terms of this Agreement or any Schedule and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default, including all of Lessor's economic loss.

(b) Upon termination of this Agreement or termination or expiration of any Schedule, all right, title and interest of Lessee in or to the use of the Products subject to the terminated Schedule(s) shall absolutely cease and Lessee shall return any and all such Products in accordance with the provisions of Section 8 hereof. Termination or expiration of one or more of the Schedules shall not in and of itself constitute termination of this Agreement.

(c) Lessee shall pay all costs and expenses arising or incurred by Lessor as a result of an Event of Default by Lessee, including reasonable legal

fees and expenses, and all costs related to the Repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the Stipulated Loss Value owed by Lessee under Section 15(a)(v). Lessee shall remain liable to Lessor for any deficiency. If the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value, or Lessee has paid the Stipulated Loss Value, Default Expenses and any other amounts owing, Lessee shall be entitled to such excess.

(d) All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together. In addition to the rights of Lessor specifically set forth in this Agreement or any Schedule, Lessor shall be entitled to any other appropriate order or remedy available by contract, at law or in equity or by statute or otherwise.

16. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred or is continuing.

17. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, demands, damages, losses, liabilities, actions, costs or expenses, including reasonable legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, license, acquisition, possession, ownership, use, maintenance, condition, return or operation of any Products (including, without limitation, Claims for personal injury or death and for damage to property, Claims related to patent, copyright or trademark infringement and Claims related to any subsequent use or disposition by Lessor, Lessor's

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Affiliates or any of their respective successors or assigns of any Products resulting from such Product's containing any data or other materials of Lessee or any third party), regardless of the form of action (including negligence, tort and strict liability). This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall assume the defense of such Claim at its expense and pay any amount in settlement and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such settlement (such approval not to be unreasonably withheld or delayed). Lessee shall keep Lessor informed at all times as to the status of Lessee's efforts and consult with Lessor concerning its efforts.

18. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to the Products (other than the Licensed Materials) is and shall remain with Lessor. During the relevant Lease Term, Products shall be and remain movable, personal property and shall not be affixed to realty as to become a fixture or otherwise to lose its identity as separate property and Lessee agrees to take all action necessary or reasonably requested by Lessor to ensure that the Products retain such status. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Products from any party having an interest in the real estate or building in which the Products will be located. Lessee shall, at Lessee's expense, keep the Products free and clear of liens, security interests, attachments, seizures and encumbrances of any kind (except those arising hereunder or solely through the acts of Lessor) and shall immediately notify Lessor if any person attempts to claim ownership of, a lien against, or any other interest in, or bring any legal process with respect to, any of the Products. Lessee shall affix if Lessor so requires plates, labels, or other markings upon Products (other than any Licensed Materials) indicating Lessor's interest in the Products.

19. REMEDYING DEFAULTS.

If Lessee shall fail to perform or comply with any of Lessee's obligations hereunder or under any Schedule, Lessor in its discretion may do all such reasonable acts and make all such reasonable disbursements as may be necessary to itself perform, or cause performance of or compliance with, such obligations, without the same constituting a waiver of such obligations or creating any obligation or liability on the part of Lessor either to remedy any other failure to perform or comply or to take any other action whatsoever, and any disbursements so made shall be immediately due and payable by Lessee without demand, together with interest at the Overdue Rate from the date of disbursement by Lessor to the date of receipt of payment from Lessee by Lessor.

20. NOTICES.

Except as may be specifically provided herein, all notices with respect hereto shall be given in writing and shall be delivered (including delivery by courier, facsimile transmittal, electronic transmittal or similar means) or sent by mail, postage prepaid, return receipt requested, addressed to the party for whom intended at the address specified on the first page of this Agreement or at such other address as the intended recipient previously shall have designated by at least 10 days written notice to the other party. Unless otherwise provided in this Agreement, notice shall be effective on the date that it is received or (if mailed as described above) 4 Business Days after the date of mailing.

21. ASSIGNMENT.

(a) NEITHER THIS AGREEMENT, ANY SCHEDULE, OR ANY RIGHT OR OBLICATION HEREUNDER OR THEREUNDER MAY BE ASSIGNED, SUBLET, TRANSFERRED, PLEDGED OR HYPOTHECATED IN WHOLE OR IN PART, WHETHER BY OPERATION OF LAW OR OTHERWISE, BY LESSEE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, NOR MAY LESSEE ASSIGN OR SUBLET PRODUCTS WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. LESSOR AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. ANY ATTEMPTED ASSIGNMENT, SUBLETTING, TRANSFER, PLEDGE OR HYPOTHECATION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID AND OF NO FORCE AND EFFECT. Upon Lessor's prior written consent, Lessee may assign or sublease a Schedule in whole to an Affiliate subject to the following terms: (i) Lessee shall provide to Lessor 30 days prior written notice of the location of the Products and the identity of the subsequent lessee thereof; and (ii) no assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule; and (iii) the terms and conditions of such assignment or sublease shall be subject to Lessor's reasonable approval and be expressly subject and subordinate to the terms of this Agreement and the applicable Schedule. Lessee shall assign any of its rights under such sublease or assignment to Lessor (or its assignee) as additional collateral and security for performance of Lessee's obligations hereunder.

(b) Lessor and its assigns may at any time without notice to Lessee, but subject to the rights of Lessee hereunder, transfer, assign, reassign or grant a security interest in any Product, this Agreement, any Schedule, or any rights hereunder or thereunder (including any Rent or other monies and benefits due or to become due hereunder), in whole or in part. In such event, the assignment shall not relieve Lessor of any of its obligations hereunder. Lessee hereby consents to such Assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such Assignment. Lessee agrees not to assert against the assigns any claim, defense, setoff or counterclaim that Lessee may have against Lessor or any other party for any reason whatever. Upon such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(c) This Agreement shall be binding upon and inure to the benefit of Lessor and its successors and assigns and shall be binding upon Lessee and the heirs, executors, administrators, successors and permitted assigns and permitted sublessees of Lessee.

22. SURVIVAL.

All of the representations, warranties, covenants and agreements of Lessee contained in this Agreement or any Schedule shall survive the termination of this Agreement and the expiration or earlier termination of any or all Schedule(s) until all obligations of Lessee under this Agreement and all Schedules have been performed in full; provided, however, that the provisions of Sections 12, 13(b), 13(c), 13(d) and 17 shall continue in full force and effect even after all obligations of Lessee have been performed in full.

23. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA U.S.A. (UNLESS OTHERWISE PROVIDED IN ANY APPLICABLE SCHEDULE), AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. LESSEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN **PLACER** COUNTY, **CALIFORNIA** AND WAIVES TO THE FULLEST EXTENT ALLOWED BY LAW ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

24. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms have the following respective meanings for purposes of this Agreement:

Acceptance Date. Defined as the date on which Products are deemed accepted under Section 2(a).

Affiliate. Any person or entity that directly or indirectly controls, is controlled by, or is under common control with, Lessor or Lessee as the context may require.

Agreement. This Master Lease Agreement.

Applicable Laws. All applicable laws, rules, regulations and orders of any government authority with jurisdiction over a party or over its performance in connection with this Agreement or any Schedule (including Lessee's lease or use of Products hereunder or thereunder).

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Business Day. Any day except Saturday, Sunday or a day on which banking institutions are required or authorized by law or other governmental action to be closed in Illinois.
Casualty Products. Defined in Section 9.
Claims. Defined in Section 17.
Code. Defined as the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule.
Commencement Date. Defined in Section 2(b).
Default Expenses. Defined in Section 15(c).
Disposition. Defined in Section 15(a)(iv).
Documents. Defined in Section 6.
Documentation. All user guides, driver installation guides, listings, manuals, illustrations, and other written materials or publications that accompany or constitute all or a portion of the Products or that are provided by or on behalf of any manufacturer, supplier or Licensor of Products to Lessee relating to the installation, operation, sale, support or other use of such Products, and all modifications, additions, supplements, translations, derivative works and full or partial copies of any thereof, regardless of who prepared the same.
Event of Default. Defined in Section 14.
Fiscal Period. Defined as the Lessee's fiscal period as set forth in the Secretary/Clerk's Certificate delivered to Lessor in connection with the acquisition of the Products.
Lease. Defined in Section 1.
Lease Purchase Schedule. Any Schedule designated as a "Lease Purchase Schedule" wherein upon completion of the Primary Term of the Schedule, and Lessee's exercise of a purchase option in the amount of $1.00, Lessee will become the owner of the Products.
Lease Term. Defined in Section 2(b).
Licensed Materials. Defined in Section 5.
Licenses. Defined in Section 5.
Licensors. Defined in Section 5.
Operating System Software Kit. Any manuals (which include the end-user license agreement), printed material, certificates of authenticity and media (including CD-ROMs, DVDs and diskettes) distributed or made available by either the Seller or Licensor in connection with the Product's operating system.
Overdue Rate. A rate equal to the lesser of 1-1/2% per month or the highest rate permitted by applicable law.
Primary Term. Defined in Section 2(b).
Products. All of the computer hardware, parts, equipment, accessories, and other products (including any Software or Documentation and the Operating System Software Kit) that Lessor, in its sole discretion, may from time to time lease or offer for lease to Lessee under this Agreement.
Rent. Defined in Section 3(a).
Repossession. Defined in Section 15(a)(ii).
Schedule. Defined in Section 1.
Software. All software or computer programs that accompany or constitute all or a portion of any Products or are provided by or on behalf of any vendor or Licensor to Lessee with respect to any Products, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless of who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or medium.
Seller. Any supplier, manufacturer, vendor or reseller of the Products.
Stipulated Loss Value. With respect to any Product, an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of either any end-of-term purchase Option Price for the Product specified in the relevant Schedule or, if no such Option Price is specified in such Schedule, and the Schedule is not a Lease Purchase Schedule, the estimated in-place fair market value at the end of the Lease Term as determined by Lessor. Each of (b) and (c) shall be calculated using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule. Taxes or Duties. Defined in Section 3 (b).

25. CONSTRUCTION.

The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

26. MISCELLANEOUS.

(a) If more than one entity executes this Agreement or any Schedule as Lessee, their respective liabilities hereunder or thereunder shall be both joint and several, but Lessor shall be fully discharged in respect of any obligation hereunder upon performance of that obligation to any one of them.

(b) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(c) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles consistently applied) and other information as Lessor may from time to time reasonably request. Lessee shall notify Lessor within 10 days after any material adverse change in Lessee's financial condition.

(d) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any entity or under any circumstances, shall be invalid or unenforceable to any extent under applicable law, and the extent of such invalidity or unenforceability does not destroy the basis for the bargain between the parties as expressed herein, then (i) such provision shall be deemed severed from this Agreement with respect to such party or such circumstance, without invalidating the remainder of this Agreement or the application of such provision to other Persons or circumstances, and (ii) a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the parties hereto as evidenced by the provision so severed.

(e) All Lessee's obligations hereunder shall be performed or observed at Lessee's expense.

(f) Lessee shall, upon Lessor's demand, promptly execute, acknowledge, deliver, file, register and record any and all further documents and take any and all other action reasonably requested by Lessor from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule, and to protect the interests of Lessor, its successors and assigns. Lessee hereby appoints Lessor as Lessee's agent and attorney-in-fact to execute, deliver and file in the name of Lessee (and Lessee agrees to execute if requested) any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. In addition, Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(g) Each Schedule may be executed in two manually numbered counterparts. Counterpart number one when executed and delivered and which has the Lessor's original signature or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code. To the extent a Schedule constitutes chattel paper, no security interest in such Schedule may be created, transferred, assigned or perfected except by the possession of the manually numbered and executed counterpart of such Schedule. If Lessee transmits a Schedule by facsimile, the facsimile copy as received by Lessor shall be binding on Lessee as if it were manually signed. Lessee acknowledges that Lessor may rely on Lessee's facsimile transmission and as such,

7.1.10

Lessee covenants that this Agreement or any Schedule has not been changed. Lessor shall be bound by a Schedule once it has either purchased the Products subject to that Schedule, or manually signed the Schedule, whichever occurs first. Lessee agrees that the facsimile version of a Schedule manually signed by Lessor shall constitute the original Lease for all purposes including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule; (ii) any determination of which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code. Lessee agrees to deliver all Documents with Lessee's original signature upon Lessor's request.

(h) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. This Agreement may be amended, terminated or discharged only in writing signed by Lessor (by a duly authorized representative) and Lessee. Lessee agrees to be bound by the terms of this Agreement and, to the extent applicable, the provision concerning a separately signed document pursuant to Uniform Commercial Code Section 2A-208 has been complied with.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

	DELL FINANCIAL SERVICES L.P. **"Lessor"**		**Western Placer Unified School District** **"Lessee"**
BY:	_____	BY:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

7.1.11

LAW OFFICES OF
GIRARD, VINSON & TRUJILLO LLP
609 Gregory Lane, Suite 200
Pleasant Hill, CA 94523
Tel: 925.746.7660 Fax: 925.935.7995

August 22, 2006

Dell Financial Services L.P.
P.O. Box 811550
Chicago, IL 60681-1550

Ladies and Gentlemen:

We are counsel to the Western Placer Unified School District (the "Lessee") and, in that capacity, we have examined Master Lease Agreement between the Lessee and Dell Financial Services L.P. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of California and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by Scott Leaman, Superintendent of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

7.1.12

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of California;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefore, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

GIRARD, VINSON & TRUJILLO LLP

Heather M. Edwards

Heather M. Edwards

cc: Carrie Carlson, Assistant Superintendent, Western Placer USD

7.1.13

WESTERN PLACER UNIFIED SCHOOL DISTRICT

810 J Street
Lincoln, CA 95648

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

Superintendent

Scott Leaman

Board of Trustees

Melanie Eustice
Paul Long
James McLeod
Earl Mentze
Dennis Sonnenburg

Asst. Superintendent, Business Services

Carrie Carlson

Asst. Superintendent, Educational Services

Vacant

Director, Human Services

Robert Noyes

INSURANCE INFORMATION CERTIFICATE

Dell Financial Services, L.P.
P.O. Box 811550
Chicago, IL 60681-1550

Re: Self-Insurance under Master Lease Agreement No._____ , effective _____ (the "Agreement") with Dell Financial Services L.:. ("DFS") as Lessor.

Dear Sir/Madam:

Pursuant to Section 11 of the Agreement, this letter confirms that all Products leased under Western Placer Unified School District's program of self-insurance, which program will be maintained in accordance with the standards set forth in Section 11. Lessee agrees to provide DFS with a copy of the statute authorizing this form of insurance. Western Placer Unified School District agrees that prior to discontinuing the self-insurance program it will give DFS reasonable notice and a Certificate of Insurance in accordance with the terms of the Agreement and agrees to procure third party insurance in the amounts necessary.

Very truly yours,

Western Placer Unified School District

By: _____

Its:_____

7.1.14

SELF-INSURANCE QUESTIONNAIRE

1. Does the Lessee intend to self-insure for:

a. damage or destruction to the Products? Yes ✓ No _____

b. liability for injury (including death) to persons? Yes ✓ No _____

2. What are the limits (in dollars) of the liability the Lessee proposes to assume for claims under question (1) above?

Damage or destruction: $100,000
Injury to persons: $500,000

3. Does the Lessee maintain an umbrella insurance policy for claims in excess of Lessee's self-insurance limits under question (2) above?
Yes ✓ No _____. If yes,

a. Does the umbrella policy provide all-risk property damage coverage and coverage for liability for injuries, including death, to persons? Yes ✓ No _____

b. What are the umbrella policy's limits for such property damage and liability coverage?
Property: Replacement Cost
Liability: $25,000,000

4. From what source does the Lessee obtain funds to pay its self-insured liabilities?

Operating funds pooled in a JPA

a. Does the Lessee maintain a self-insurance fund? Yes ✓ No _____.
If yes,

i. Are the monies in this fund subject to annual appropriations? Yes ✓ No _____

ii. What total amount is maintained in the fund to cover the Lessee's self-insurance liabilities?
$10,000,000

iii. Are amounts paid from the fund subject to limitations per each claim? Yes _____ No ✓

iv. If the Lessee does not maintain an umbrella policy, are claims limited only to amounts available in the fund, or may a claimant pursue other avenues of relief against the Lessee?
Yes _____ No _____

v. Who or what is the decision making authority for payment of claims submitted against the Lessee?
Schools Insurance Group

vi. If a claimant receives an adverse decision from the entity described in question 4(a)(v) above, does the claimant have recourse to the courts or to another administrative agency (i.e. who/what is the authority of last resort for paying a claim against the Lessee's self-insurance liability)?
The courts

b. If the Lessee does not maintain a self-insurance fund, from what source(s) does the Lessee obtain funds to pay claims against its self-insured liability?

_____

i. What are the limitations and amounts payable for claims against these funding sources?

_____

ii. Who/What is the entity authorizing payment from a claim against the Lessee's self-insurance liability?

_____

7.1.15

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Approve Resolution 06/07.13 to Approve the Execution and Delivery of a Reimbursement Agreement in Connection with the Execution And Delivery of Certificates of Participation on Behalf of the District and Certain Other Matters Relating thereto.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Carrie Carlson
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

September 19, 2006

BACKGROUND:

The District has on June 20, 2006, and August 15, 2006, passed Resolutions approving matters associated with the District's Adjustable Rate (Initial Five Year Fixed Rate) Certificates of Participation, Refunding Series 2006A (the "Series 2006A Certificates") to refinance the District's Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program) (the "2001 Certificates"). The refinancing permits the District to, among other things, release encumbrances on various District properties now encumbered by the 2001 Certificates. This Resolution confirms and ratifies those earlier resolutions and also approves forms of the reimbursement agreement and letter of credit with respect thereto with Bank of America N.A., which is providing credit enhancement with respect to the Series 2006A Certificates.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 06/07.13 to approve the execution and delivery of a reimbursement agreement in connection with the execution and delivery of Certificates of Participation on behalf of the District and certain other matters relating thereto.

RESOLUTION NO. 06/07.13

RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT APPROVING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION ON BEHALF OF THE DISTRICT AND CERTAIN OTHER MATTERS RELATING THERETO

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

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

WHEREAS, the Authority will assist the District in connection with the execution and delivery of the District's Adjustable Rate (Initial Five Year Fixed Rate) Certificates of Participation, Refunding Series 2006A to refund the outstanding principal amount of the District's Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program) (the "**Series 2006A Certificates**");

WHEREAS, pursuant to Resolution No. 05/06.46, dated June 20, 2006 (the "**June Resolution**"), the District has approved certain documents relating to the Series 2006A Certificates;

WHEREAS, pursuant to Resolution No. 06/07.09, dated August 15, 2006 (the "**August Resolution**", and together with the June Resolution, the "**Resolutions**"), the District has approved certain other documents relating to the Series 2006A Certificates, including a form of the preliminary official statement (the "**Preliminary Official Statement**"), and authorized the preparation of an official statement with respect thereto;

WHEREAS, a form of the Reimbursement Agreement by and among the District, the Authority and Bank of America, N.A. (the "**Bank**") with respect to the Letter of Credit issued by the Bank, all as relating to the Series 2006A Certificates (respectively, the "**Series 2006A Reimbursement Agreement**" and the "**Letter of Credit**") along with the Letter of Credit has been prepared and presented to this Board of Trustees; and

WHEREAS, this Board of Trustees desires to reaffirm all documents previously approved in the Resolutions and ratify all actions taken by the authorized officers and agents of the District, including the Superintendent or his designee and the Assistant Superintendent-Business Services or his designee (each an "**Authorized Person**") relating to the Series 2006A Certificates;

7.2.1

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

SECTION 1. The forms of the Series 2006A Reimbursement Agreement and Letter of Credit with respect thereto on file with the District and considered at this meeting are hereby approved. The Authorized Persons of the District are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Series 2006A Reimbursement Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the Authorized Persons of the District may approve, in their discretion, as being in the best interests of the District, such approval to be conclusively evidenced by the execution and delivery of the Series 2006A Reimbursement Agreement by such Authorized Persons of the District. The Authorized Persons of the District are, and each of them acting alone is, also hereby authorized and directed, for and in the name of and on behalf of the District, to approve such changes to the Letter of Credit that the Authorized Persons of the District determine, in their discretion, as being in the best interests of the District. The District hereby approves the reimbursement of the Bank for certain payments in connection with the Series 2006A Certificates pursuant to the Series 2006A Reimbursement Agreement.

SECTION 2. The Authorized Persons of the District are hereby authorized and directed to execute all agreements and documents and to take such actions as they may deem necessary or convenient in order to effectuate the purposes of this Resolution and to permit the execution and delivery of the Series 2006A Certificates as such Authorized Persons deem as being in the best interests of the District, in the manner described in the documents hereby approved and reaffirmed.

SECTION 3. This Board of Trustees hereby reaffirms the Resolutions and hereby ratifies all actions taken by the Authorized Persons of the District in connection with the execution and delivery of the Series 2006A Certificates. Without limiting the foregoing, this Board of Trustees hereby reaffirms its approval of (i) the form of Preliminary Official Statement relating to the Series 2006A Certificates, and authorizes the use and distribution of such Preliminary Statement with such changes therein as the Authorized Persons of the District have approved or will approve, including making the form of the Preliminary Official Statement presented to this Board of Trustees with the August Resolution into a separate Preliminary Official Statement relating solely to the Series 2006A Certificates, as authorized by the August Resolution; (ii) the preparation of an Official Statement in substantially the same form as the Preliminary Official statement with such changes as may be necessary in connection with the sale of the Series 2006A Certificates, as authorized by the August Resolution; and (iii) the re-naming and re-designation of the Series 2006A Certificates as the Authorized Persons of the District determine to be in the best interests of the District.

[Signature Page to Follow]

7.2.2

The foregoing resolution was duly adopted by this Board of Trustees this ____ day of September 2006.

BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
President

ATTEST:

By: _____
Clerk of the Board of Trustees

7.2.3

IRREVOCABLE LETTER OF CREDIT

BANK OF AMERICA, N.A.

1000 West Temple Street
Los Angeles, California 90012
_____, 2006

Irrevocable Transferable Letter of Credit No. _____

U.S. Bank National Association, as Trustee
One California Street, Suite 2550
San Francisco, California 94111

Attention: Corporate Trust Administration

Dear Sirs:

We hereby establish, at the request and for the account of the Western Placer Unified School District (the "District"), in your favor, as Trustee under the Master Trust Agreement dated as of July 1, 2003 (the "Master Trust Agreement") between the California Public School District Financing Authority (the "Authority") and you, as supplemented by a First Supplemental Trust Agreement dated as of July 1, 2003, a Second Supplemental Trust Agreement dated as of October 1, 2003 and a Third Supplemental Trust Agreement dated as of _____ 1, 2006 (the "Trust Agreement") among the District, the Authority and you, pursuant to which $_____.00 in aggregate principal amount of the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates"), have been executed and delivered, our Irrevocable Letter of Credit No. _____, in the amount of $_____.00 (as more fully described below, the "Stated Amount"), effective immediately and expiring at the close of banking business at our Los Angeles, California office hereinafter referred to on _____, 2009 (the "Stated Expiration Date") or such earlier date, in accordance with the Trust Agreement and as hereinafter described. Of the total amount of this Letter of Credit, (i) $_____.00 shall support the payment of principal of the Certificates, and (ii) $_____.00 shall support the payment of up to _____ days' Interest with respect to the Certificates computed at 12% per annum on the principal thereof, calculated on the basis of a 365 day year.

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

7.2.4

drawing by your draft, accompanied by your written and completed certificate signed by you in the form of **Annex D** attached hereto (such draft accompanied by such certificate being your **"Final Draft"**). All such drafts shall be drawn on our Los Angeles, California office hereinafter referred to and shall be payable at sight on a Banking Day. Banking Day shall mean a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state of California.

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

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

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

Funds under this Letter of Credit are available to you against your draft referring thereon to the number of this Letter of Credit and accompanied by the corresponding written and completed certificate signed by you in the form of the appropriate Annex attached hereto. Each such draft and certificate shall be dated the date of its presentation, and shall be presented at our office located at 1000 West Temple Street, 7th Floor, Mail Code: CA9-705-07-05, Los Angeles, California 90012,, Attention: Standby Letter of Credit Department/Payment Section, (or at any other office which may be designated by us by written notice delivered to you).

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

7.25

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

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

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

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

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

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

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Certificates), except only the certificates and the drafts referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 1000 West Temple Street, 7th Floor, Mail Code: CA9-705-07-05, Los Angeles,

7.26

California 90012,, Attention: Standby Letter of Credit Department, specifically referring to the number of this Letter of Credit.

Very truly yours,

BANK OF AMERICA, N.A.

By:_____
[Name and Title]

By:_____
[Name and Title]

7.27

Annex A to Letter of Credit

Certificate for Drawing in Connection with the Payment of Interest
With Respect to the Western Placer Unified School District
Adjustable Rate Certificates of Participation (School Facilities Project)
Series 2006A (the "Certificates")

Irrevocable Letter of Credit No. _____

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

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

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

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

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

7.28

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

_____
[Name and Title]

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

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

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

7.29

Annex B to Letter of Credit

Certificate for Drawing in Connection with the Payment of Principal
and Interest for Purchase of Certificates upon Optional Tender or Mandatory Tender
of the Western Placer Unified School District
Adjustable Rate Certificates of Participation (School Facilities Project)
Series 2006A (the "Certificates")

Irrevocable Letter of Credit No. _____

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

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

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

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

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

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

7.2.10

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

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

_____
[Name and Title]

7.2.11

Annex C to Letter of Credit

Certificate for Drawing in Connection with the Payment of
Principal and Interest upon Partial Prepayment
of the Western Placer Unified School District
Adjustable Rate Certificates of Participation (School Facilities Project)
Series 2006A (the "Certificates")

Irrevocable Letter of Credit No. _____

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

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

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

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

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

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

7.2.12

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

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____
[Name and Title]

7.2.13

Annex D to Letter of Credit

Certificate for Drawing in Connection with the Payment of Principal and Interest upon Stated Maturity, or Certain Mandatory Tenders or Optional or Mandatory Prepayment as a Whole of the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates")

Irrevocable Letter of Credit No._____

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

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

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

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

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

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

7.2.14

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____
[Name and Title]

7.2.15

Annex E of Letter of Credit

Certificate for the Reinstatement of Amounts Available under Irrevocable Letter of Credit for the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates")

Irrevocable Letter of Credit No. _____

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

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

(2) The amount of $_____ paid to you today by the District or by the Tender Agent on behalf of the District is a payment made to reimburse you, pursuant to Section 2.2(a) of the Letter of Credit and Reimbursement Agreement, dated as of _____ 1, 2006 (the "Reimbursement Agreement"), among the Authority, the District and the Bank, for amounts drawn under the Letter of Credit by Tender Drafts.

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

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

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

U.S. BANK NATIONAL ASSOCIATION,
as Tender Agent

By:_____
[Name and Title]

7.2.16

Annex F of Letter of Credit

Certificate for the Reduction of Amounts Available under Irrevocable Letter of Credit for the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates")

Irrevocable Letter of Credit No._____

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

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

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

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

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

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

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

(7) The amount of the Letter of Credit is reduced to $_____ (such amount being equal to the sum of the amounts specified in paragraphs (4) and (6) above) upon receipt by the Bank of this Certificate.

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

7.2.17

By:_____
[Name and Title]

7.2.18

Annex G of Letter of Credit

Instruction to Transfer Irrevocable
Letter of Credit for the Western Placer Unified School District
Adjustable Rate Certificates of Participation (School Facilities Project)
Series 2006A (the "Certificates")

Irrevocable Letter of Credit No. _____

_____, 200_

Bank of America, N.A.1000 West Temple Street
Los Angeles, California 90012
Attention: Letter of Credit Department

Re: Irrevocable Letter of Credit No. _____

Gentlemen:

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

[Name of Transferee]

[Address]

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

By this transfer, all rights of the undersigned beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall hereafter have the sole rights as beneficiary thereof; provided, however, that no rights shall be deemed to have been transferred to the transferee until such transfer complies with the requirements of the Letter of Credit pertaining to transfers. All amendments will be sent directly to the second beneficiary without the necessity of consent by or notice to us.

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

7.2.19

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION, as predecessor Trustee

By:_____
[Name and Title]

7.2.20

Annex H of Letter of Credit

Notice of Non-Reinstatement of Interest Drawing Under Irrevocable Letter of Credit for the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates")

Irrevocable Letter of Credit No._____

U.S. BANK NATIONAL ASSOCIATION, as Trustee
One California Street, Suite 2550
San Francisco, California 94111

Attention: Corporate Trust Administration

Ladies and Gentlemen:

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

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

BANK OF AMERICA, N.A.

By_____
[Name and Title]

7.2.21

REIMBURSEMENT AGREEMENT

among

BANK OF AMERICA, N.A.

and

WESTERN PLACER UNIFIED SCHOOL DISTRICT

and

CALIFORNIA PUBLIC SCHOOL DISTRICT FINANCING AUTHORITY

Dated as of _____ 1, 2006

Relating to the

Western Placer Unified School District Adjustable Rate Certificates of Participation
(School Facilities Project) Series 2006A

Deleted: 8/28/06

7.2.22

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (the "Agreement") is made as of _____ 1, 2006 by and among BANK OF AMERICA, N.A., a national banking association (the "Bank"), the CALIFORNIA PUBLIC SCHOOL DISTRICT FINANCING AUTHORITY (the "Authority") and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a unified school district organized under constitution and the laws of the State of California (the "District").

RECITALS

A. The District has the present need to construct and improve a new elementary school to be known as the First Street School and certain other school facilities located within the boundaries of the District (collectively, the "Project");

B. For the purpose of financing of the Project, the District has determined to execute and deliver up to $_____.00 aggregate principal amount of its Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A (the "Certificates"), to be executed and delivered under and pursuant to the terms of a Master Trust Agreement, dated as of July 1, 2003 (the "Master Trust Agreement") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Agreement dated as of July 1, 2003, a Second Supplemental Trust Agreement dated as of October 1, 2003 and a Third Supplemental Trust Agreement dated as of _____ 1, 2006 among the Authority, the District and the Trustee (the "Trust Agreement");

C. In order to provide a source for payment when due of the principal and interest with respect to and the purchase price of the Certificates, the Bank will provide a direct pay letter of credit (the "Letter of Credit") pursuant to this Agreement initially in the amount of $_____.00;

D. The Bank is willing to provide the Letter of Credit to the Trustee upon the terms and conditions herein set forth.

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

ARTICLE ONE

DEFINITIONS

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

7.2.23

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

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

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

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

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

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

"Certificates" means the Western Placer Unified School District Adjustable Rate Certificates of Participation (School Facilities Project) Series 2006A.

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

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

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

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

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

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

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

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

7.2.24

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

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

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

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

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

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

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

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

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

"Trust Agreement" shall mean the Master Trust Agreement dated as of July 1, 2003 between the Authority and the Trustee, as supplemented by a First Supplemental Trust Agreement dated as of July 1, 2003, the Second Supplemental Trust Agreement dated as of October 1, 2003 and a Third Supplemental Trust Agreement dated as of _____ 1, 2006 among the Authority, the District and the Trustee, which provides for the execution and delivery of the Certificates.

ARTICLE TWO

LETTER OF CREDIT

Section 2.1. Issuance of Letter of Credit.

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

7.2.25

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

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

Section 2.2. Reimbursement of Drawings.

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

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

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

Section 2.3. Letter of Credit Fees and Other Payments

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

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

Rating	Percentage Points
A2/A or better	.50%
A3/A-	.60%

7.2.26

BBB+/Baa1 .80%

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

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

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

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

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

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

(i) any reserve or deposit requirements; and

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

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

(h) Obligation Absolute. The obligations of the District under this Agreement shall be unconditional and irrevocable, and shall be paid or performed strictly in accordance with

7.2.27

the terms of this Agreement under all circumstances whatsoever, including, without limitation, the following circumstances:

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

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

(iii) any delay, extension of time, renewal, compromise or other indulgence or modification granted or agreed to by the Bank, with or without notice to or approval by the District, in respect of any of the District's obligations to the Bank under this Agreement;

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

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

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

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

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

(j) Taxes. All payments made by the District hereunder shall be made free and clear of and without deduction for any present or future income, stamp or other taxes, levies, imposts, deductions, charges, fees, withholdings, restrictions or conditions of any nature now or hereafter imposed, levied, collected, withheld or assessed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (whether pursuant to United States Federal, state or local law or foreign law) and all interest, penalties or similar liabilities, excluding taxes on the overall net income of the Bank (such non-excluded taxes are hereinafter collectively referred to as the "Taxes"). If the District shall be required by law to deduct or to withhold any Taxes from or in respect of any amount payable hereunder, (i) the amount so

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payable shall be increased to the extent necessary so that after making all required deductions and withholdings (including Taxes on amounts payable to the Bank pursuant to this sentence) and decreased to give effect to any refunds or credits received by the Bank so that the Bank receives an amount equal to the sum it would have received had no such deductions or withholdings been made (ii) the District shall make such deductions or withholdings and (iii) the District shall pay the full amount deducted or withheld to the relevant taxation authority in accordance with applicable law. Whenever any Taxes are payable by the District, as promptly as possible thereafter the District shall send the Bank an official receipt or other documentation satisfactory to the Bank evidencing payment to such taxation authority.

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

Section 2.4. Liability of Bank. Neither the Bank nor any of its officers or directors shall be liable or responsible for (a) the use which may be made of the Letter of Credit or for any acts or omissions of the Trustee and any transfer in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Bank against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (d) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit, except only that the District shall have a claim against the Bank, and the Bank shall be liable to the District, to the extent of any damages suffered by the District by (i) the Bank's willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms of the Letter of Credit or (ii) the Bank's willful failure or gross negligence in failing to pay under the Letter of Credit after the presentation to it by the Trustee of a sight draft and certificate strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; provided, that if the Bank shall receive written notification from the Trustee and the District that sufficiently identified (in the opinion of the Bank) documents to be presented to the Bank are not to be honored, the Bank agrees that it will not honor such documents.

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

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

(a) any lack of validity or enforceability of this Agreement, the Letter of Credit or any of the Related Documents;

(b) any amendment or waiver of, or any consent to or departure from this Agreement or any Related Documents;

(c) the existence of any claim, set-off, defense or other rights which the District may have at any time against the Trustee, any beneficiary or any transferee of the Letter of Credit (or any person for whom the Trustee, any such beneficiary or any such transferee may be acting), the Bank or any other person, whether in connection with this Agreement, the Letter of Credit, the Related Documents or any unrelated transaction;

(d) any statement in any certificate or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(e) payment by the Bank under the Letter of Credit against presentation of a draft or certificate which does not comply with the terms of the Letter of Credit;

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

ARTICLE THREE

CONDITIONS PRECEDENT

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

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

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

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

(d) The Bank shall have received on the Date of Issuance certified copies or executed originals, as the Bank may request, of this Agreement, the Trust Agreement, the Lease Agreement, the Sublease Agreement, the Assignment Agreement, the Remarketing Agreement, and the Certificates (collectively, the "Related Documents") and any other documents which the Bank may reasonably request evidencing that all necessary action (including, without limitation, adoption of resolutions) required to be taken by the District and the

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Authority in connection with the authorization, execution, issuance, delivery and performance of such documents and any other document required to be delivered by the District or the Authority pursuant to or in connection with this Agreement or the transactions contemplated hereby, has been taken.

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

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

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

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

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

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

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

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

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

(j) The Bank shall have received a certificate of an authorized representative

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

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

(l) The Bank shall have received copies of the audited financial statements of the District for the three most recent years for which such statements are available, unaudited financial statements of the District for any fiscal year for which audited financial statements are unavailable, a copy of the District's 2006-2007 adopted budget.

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

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

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

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

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

ARTICLE FOUR

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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Documents.

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

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

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

ARTICLE FIVE

COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

(f) The District shall maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the District's properties, public liability insurance including coverage for contractual liability, product liability and workers' compensation, and any other insurance which is usual for the District, and in any case shall maintain the insurance required by Section 4.3 of the Sublease Agreement. Each such policy shall name the Bank as an additional insured pursuant to a lender's loss payable endorsement.

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

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

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

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

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

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

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

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

(o) On the first Business Day of each February and August, commencing on February 1, 2006, the District shall prepay Lease Payments and the Trustee shall use such funds to make the sinking fund prepayments of Certificates as provided in Section 3.1(e) of the First Supplemental Indenture.

(p) Financial Covenants. The District shall maintain a ratio of (i) the sum of its revenues from special taxes levied on the properties with in the community facilities districts in the District ("Mello-Roos Taxes") paid by homeowners, plus developer fees paid to the District plus developer-paid Mello-Roos Taxes, plus interest income as shown in its audited financial statements to (ii) debt service on all of the District's outstanding long-term financial obligations (including, without limitation, its obligation to make Lease Payments under the Sublease Agreement and debt service for other certificates of participation and capital leases and special tax bonds payable from Mello-Roos Taxes) of not less than 1.10:1.00.

(q) Additional Bonds Test. The District may issue additional certificates of participation, bonds and Mello-Roos Bonds and enter into additional capital lease transactions without Bank consent; provided that the District provides a certificate to the Bank, prior to issuance of any such additional debt which demonstrates on a pro forma basis that the Debt Service Coverage covenant (1.1:1.0) set forth in Section 5.1(p) is maintained, and no Event of Default exists or would occur as a result of the issuance of such debt. For purposes of calculating the debt payment amount, payments on the additional debt will be assumed to begin in the year of issuance, and will include both principal and interest. Capital lease transactions

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are not subject to this pro forma debt coverage test if the aggregate amount of lease payments in any fiscal year does not exceed $1,000,000.

ARTICLE SIX

DEFAULTS

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

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

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

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

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

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

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

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

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

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

If an Event of Default shall have occurred and be continuing, the Bank may (i) give notice to the Trustee under the Trust Agreement of the Bank's election to cause a mandatory tender of the Certificates because of the occurrence and continuance of an Event of Default under the Reimbursement Agreement, (ii) declare all unpaid amounts drawn under the Letter of Credit and the corresponding Bank Certificates, together with all interest accrued and unpaid thereon and all other amounts payable to the Bank hereunder to be immediately due and

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

ARTICLE SEVEN

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BANK OF AMERICA, N.A.

By_____
Typed Name: Deborah L. Miller
Title: Sr. Vice President

Address where notices to
the Bank are to be sent:

CA9-193-13-17
333 South Hope Street, 13TH Floor
Los Angeles, CA 90071
Facsimile: 213-621-3606
Attn: Government Banking Credit Products

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

By_____
Typed Name: _____
Title:

Address where notices to
the District are to be sent:

810 J Street
Lincoln, CA 95648
Attn: _____
Facsimile: _____

CALIFORNIA PUBLIC SCHOOL
DISTRICT FINANCING AUTHORITY

By_____
Typed Name: _____
Title:

Address where notices
to the Authority are to be sent:

810 J Street
Lincoln, CA 95648
Attn: _____
Facsimile: _____

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